

**SOFTWARE LICENSE PURCHASE AGREEMENT FOR  
IDL® 8.6.1 AND ENVI® 5.4.1 & ENVI®  
PHOTOGRAMMETRY MODULE 5.4.1**

**Between  
HARRIS GEOSPATIAL SOLUTIONS, INC.  
And  
CITY OF COLUMBIA, MISSOURI**

THIS AGREEMENT (hereinafter “Agreement”) is by and between the City of Columbia, Missouri (hereinafter “Licensee”), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and Harris Geospatial Solutions, Inc., (hereinafter “HGS”) a general corporation with authority to transact business within the State of Missouri and whose address is 385 Interlocken Crescent, Suite 300, Broomfield, CO 80021, and is entered into on the date of the last signatory below (hereinafter “Effective Date”). Licensee and HGS are each individually referred to herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Licensee wishes to purchase, and HGS wishes to provide, license to use HGS’s software pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

- 1. End User License Agreement.** The Parties agree that the terms of the End User License Agreement (hereinafter “EULA”), attached hereto as **Exhibit A** and made a part of this Agreement, shall apply to the software procured by Licensee from HGS. The software procured by Licensee is identified under QuotationNo. QTO-022859, attached hereto as **Exhibit B** and made a part of this Agreement.
- 2. Payment.** Licensee agrees to pay to HGS the purchase amount for the software and the annual renewal amount, as provided in **Exhibit B** and made a part of this Agreement.
- 3. No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party’s rights or defenses with regard to each Party’s applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- 4. Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

5. **Contract Documents.** The Contract Documents include this Agreement and the following exhibits which are incorporated herein by reference:

Exhibit:

- A End User Licensing Agreement
- B Quotation No. QTO-022859

In the event of a conflict between the terms of any of the Contract Documents, the terms of the End User Licensing Agreement shall control.

6. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

**Licensee:** CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_  
Mike Matthes, City Manager

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Nancy Thompson, City Counselor [ak] *AK*

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account No. 67401860 501820, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

BY: *Michelle Nix*  
Michelle Nix, Director of Finance *fn*

**HGS:** HARRIS GEOSPATIAL SOLUTIONS, INC.

BY: *Michelle Stoll*

PRINTED NAME: Michelle Stoll

TITLE: Legal Counsel

DATE: 01 March 2018

**EXELIS VISUAL INFORMATION SOLUTIONS, INC.  
END USER LICENSE AGREEMENT FOR IDL® 8.6.1 AND ENVI® 5.4.1 &  
ENVI® PHOTOGRAMMETRY MODULE 5.4.1**

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**21. MODIFICATION OF TERMS AND CONDITIONS.** No terms and conditions other than those stated herein, and no modification of these terms or conditions, shall be binding on VIS without VIS' written consent.

**22. TERM AND TERMINATION.** The Agreement and the license granted herein shall remain effective until terminated. Licensee may terminate the Agreement and the license at any time by destroying all copies of Software and any Documentation. Licensee's rights under the Agreement will terminate immediately without notice from VIS if Licensee fails to comply with any provision of the Agreement. Upon termination, Licensee shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Licensee and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.

**23. LICENSEE RECORDS.** Licensee grants to VIS and its independent accountants the right to examine Licensee's books, records and accounts during Licensee's normal business hours to verify compliance of with this Agreement as it relates to the Software. In the event such audit discloses non-compliance with this Agreement, Licensee shall promptly pay to VIS the appropriate license fees, plus the reasonable cost of conducting the audit.

**24. GOVERNING LAW.** The Agreement shall be governed as follows:

- a. For commercial entities, the laws of the State of Colorado without regard to its choice of law rules.
- b. For U.S. state and local governments and/or higher education schools governed by state laws, contracts shall be governed by the laws of the state in which they are located without reference to conflict of laws principles.
- c. For the U.S. Government, contracts shall be governed by U.S. federal laws.
- d. Contracts will not be governed by the United Nations Convention on Contracts for International Sale of Goods; this application is expressly excluded.

**25. GENERAL PROVISIONS.** If any part of the Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which will remain valid and enforceable according to its terms. This Agreement may only be modified by a writing signed by an authorized officer of VIS. The English version of this agreement will be the version used when interpreting or construing this Agreement.

**26. NOTICE.** Any notice relating to the Agreement should be sent by personal delivery or U.S. certified mail (return receipt requested) to the address provided below and will be effective upon receipt: Exelis Visual Information Solutions, Inc., ATTN: Contracts Department, 385 Interlocken Crescent, Suite 300, Broomfield, CO 80021, USA.



# Quotation



Visual Information Solutions

Quote No.: QTO-022859  
 Date: 12/28/2017  
 Valid Until: 12/31/2017  
 View via Web at: <http://www.harrisgeospatial.com/Buy/Quote.aspx?OID=QTO-022859>  
 Terms: Net 30 days

Kenny Legleiter  
 City of Columbia  
 701 E. Broadway  
 Columbia, MO 65205

Chris Sheil  
 Tel: 303-413-3933  
 Fax: 303-786-9909  
 csheil@harris.com

Exelis Visual Information Solutions is pleased to provide the following quotation for software products and services.

ENVI Maintenance Renewal (\$1,260) can be renewed annually

Partnumber	Description	Quantity	Unit Price	Extended Price
21ENVILIC	ENVI Concurrent Process License	1	8,370.00	8,370.00
<b>All prices in US Dollar</b>			<b>Sub Total</b>	8,370.00
			<b>Shipping &amp; Handling</b>	
			<b>* Sales Tax</b>	0.00
			<b>Total</b>	8,370.00

**\*Sales tax will be added to orders shipped to AL, AZ, CA, CO, DC, FL, IN, KS, MD, MI, NM, NY, OH, PA, TN, TX, UT, VA, WI, WA  
 For orders less than \$500.00, Exelis Visual Information Solutions requires credit card payment unless previously approved by Exelis VIS.**

**PLEASE INCLUDE THE FOLLOWING STATEMENT ON THE FACE OF ALL PURCHASE ORDERS:** "The licensed software purchased hereunder is subject to the terms of the applicable Exelis Visual Information Solutions, Inc. End User License Agreement (EULA). In the event of a conflict between the terms of the EULA and the terms of this purchase order, the terms of the EULA shall prevail."

**Send purchase orders to:**  
**Exelis Visual Information Solutions, Inc.**  
**Fax: +1 (303) 786-9909 Tel: 303-786-9900**  
**385 Interlocken Crescent, Suite 300**  
**Broomfield, CO 80021**

You may review Exelis VIS EULAs at <http://www.harrisgeospatial.com/Company/Legal/EULA.aspx>

This quote is governed by the following terms and conditions, which are incorporated herein by reference:  
[http://harrisgeospatial.com/Portals/0/pdfs/Terms/TERMS\\_AND\\_CONDITIONS.pdf](http://harrisgeospatial.com/Portals/0/pdfs/Terms/TERMS_AND_CONDITIONS.pdf)

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#### Remittance Information:

**- Send payments via Wire Transfer to:**  
**Exelis Visual Information Solutions, Inc.**  
**c/o Bank of America**  
**901 Main Street, 7th Floor**  
**Dallas, TX 75202**  
**Account #: 4451133467**  
**ABA Routing #: 026009593 – WIRES Only**  
**ABA Routing #: 111000012 – ACH/EFT Only**  
**SWIFT Address: BOFAUS3N**

**- Send checks to:**  
**Exelis Visual Information Solutions, Inc.**  
**P.O. Box 419486**  
**Boston, MA 02241-9486**

- Include the reference number: QTO-022859 on all checks or purchase orders.  
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