

Item 5 Attachment B



5201 California Avenue, Suite 200
Irvine, CA 92617 (949) 333-5111

Date: 5/10/2021 10:09 AM
Solution Specialist: Mary Kane
Agreement #: Q-06006-1
Expires On: 8/31/2021

Company Name Calabasas, City of
Company DBA
Contact Name Michael Klein
Position Senior Planner
Street Address 100 Civic Center Way
City Calabasas
State/Province CA
Zip/Postal Code 91302-4112
Phone (818) 224-1710
Email mklein@cityofcalabasas.com

Billing Information (if different from Company)
Company Name Calabasas, City of
Street Name 100 Civic Center Way
City Calabasas
State/Province CA
Zip/Postal Code 91302
Billing Contact Michael Klein
Billing Phone (818) 224-1710
Email mklein@cityofcalabasas.com

ACCOUNT LIAISON
Contact Name Michael Klein
Email mklein@cityofcalabasas.com
Phone (818) 224-1710

Agreement Term 8/15/2021 thru 8/14/2022
Contract Term 12
Payment Terms Due on receipt
Billing Frequency Annually
Billing Method Email
Payment Method Check
Quote Type Renewal

Billing Note **The Gross Price Total set forth below does not include applicable taxes which will be calculated and included on the invoice from Digital Map Products, L.P.**

Delivery Method:	SHP File	First Delivery within 30 days of this agreement being fully executed
Delivery Update Cycle:	Quarterly	
Delivery Notes:	<p>If Delivery Method is Bulk Data:</p> <ol style="list-style-type: none"> 1. Default delivery format is FGDB (other formats are available). 2. Deliveries shall be posted to the DMP FTP Server and available for 12 months or until a new file is posted. 3. The client is responsible for downloading the deliveries in a timely manner. 4. Future scheduled deliveries will only include data for counties where updates have occurred. Comprehensive data (all records) will be provided for each updated county. 5. First delivery within 30 days of this agreement being fully executed. <p>If Delivery Method is SpatialStream:</p> <ol style="list-style-type: none"> 1. API authentication information within 15 days of this agreement being fully executed. 2. The API requires server to server authentication. 3. Our API is REST-based: <ol style="list-style-type: none"> 1. It makes use of standard HTTP verbs like GET and POST. 2. The API uses standard HTTP error responses to describe errors additional error information is available. 4. Rate limiting and timeouts will result in an error response. <p>The client is responsible for their own software development using the SpatialStream API.</p>	

Subscription

QTY/UNIT	PART #	DESCRIPTION	CONTRACT PRICE
1.00	GovClarity-GCE	GovClarity Enterprise Edition - Enterprise	USD 22,518.00

Professional Services

QTY/UNIT	PART #	DESCRIPTION	CONTRACT PRICE
1.00	Other-ProServices	Other (Professional Services)	USD 2,100.00
1.00	Other-ProServices	Other (Professional Services)	USD 3,400.00

Data

QTY/UNIT	PART #	DESCRIPTION	CONTRACT PRICE
1.00	SP-CA-LOS ANGELES	SmartParcels California LOS ANGELES	USD 950.11
1.00	SP-CA-VENTURA	SmartParcels California VENTURA	USD 743.33

	Contract Price	Average Annual Price
Subscription Total	USD 22,518.00	USD 22,518.00
Data Total	USD 1,693.44	USD 1,693.44
Professional Services Total	USD 5,500.00	USD 5,500.00
Other Total	USD 0.00	USD 0.00
Gross Price Total	USD 29,711.44	USD 29,711.44

Other Deal Terms & Processing Instructions

I, THE UNDERSIGNED, hereby specifically agree to purchase the renewal for the product(s) listed above, and that use of such product(s) is subject solely to the Web Application Subscription and Content Solutions Terms and Conditions, as amended (collectively the "Agreement").

The parties agree to the following account changes:

1. This Order Form consolidates and supersedes Agreements Calabasas-MK160812GCCV dated May 16, 2016 and SA-3261 dated April 25, 2018.
2. Renew GovClarity Enterprise (User Licenses - Agency-wide); Geographic coverage: City Boundaries + buffer, adjusted to custom coverage including (2) CA Counties: Los Angeles & Ventura
3. (Other) Professional Services Line Item 1 - Environmental hazards Premium Layer in GovClarity (Annual update)
4. (Other) Professional Services Line Item 2 - Premium Imagery (Eagle); 1' Pixel Resolution Imagery: on-site usage license; software integration; Updates every 2nd year - 2021, 2023
5. Data License. Includes Content delivery (SHP) with quarterly updates for the City's SmartGov application. Parcels (City boundary + Buffer).

The parties agree to the terms contained herein including the attached Web Application Subscription Terms and Conditions, Content Solutions Sublicense Terms and Conditions and all exhibits.

Calabasas, City of

DIGITAL MAP PRODUCTS, L.P.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Web Application Subscription Terms and Conditions

By executing the Agreement, You agree that the Agreement terms govern Your acquisition and use of the Licensed Products. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not accept or use the Licensed Products.

1. DEFINITIONS

"Agreement" means the combination of the Order Form and these Web Application Subscription Terms and Conditions. In the event of any conflict between these Web Application Subscription Terms and Conditions and the Order Form, these Web Applications Subscription Terms and Conditions will apply.

"Content" means any content provided through the Web Application (whether created by Us or Our third-party licensors), and includes but is not limited to any information portrayed or rendered in any manner through the Web Application, including maps, data, analysis and images of any kind.

"Effective Date" The Agreement is effective as of the date of the last signature of the parties on both the Order Form and these Web Application Subscription Terms and Conditions.

"Order Form" means an ordering document specifying the specifics of what is being provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"User" means an individual who is authorized by You to use the Web Application, for whom You have ordered the Web Application, and to whom You (or We at Your request) have supplied a user identification and password.

"We," "Us" or "Our" means Digital Map Products, L.P. or its affiliates.

"Web Application" means the product You have requested access to and that has been ordered by You under this Agreement and has been made available by Us, excluding any third-party web sites, content, or applications that our products and services link to. Any use of the term Web Application shall be assumed to include Content.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means electronic data and information submitted by or for You to be incorporated into the Web Application.

2. WEB APPLICATION, CONTENT, AND USAGE

2.1. Web Application and Content. We will (a) make the Web Application available to You pursuant to this Agreement and the Order Form, (b) provide support for the Web Application to You pursuant to any such indication on the Order Form. Unless expressly provided otherwise, the Web Application is purchased as a subscription, and subject to usage limits, including, for example, (i) the number of Users and the geographic coverage areas specified in the Order Form and (ii) You may not extract more than 30,000 property records per month without a separate data license. Unless otherwise specified, the Web Application may not be accessed by more than the number of Users indicated, a User's password may not be shared with any other individual, and Users will not attempt to access information or functionality outside of the purchased geographic coverage areas.

2.2 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Web Application, and notify Us promptly of any such unauthorized access or use, and (d) use the Web Application in accordance with any applicable laws and government regulations.

2.3 Usage Restrictions. You will not (a) make the Web Application available to, or use the Web Application for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent, or lease any portion of the Web Application, (c) use the Web Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere or disrupt the integrity or performance of the Web Application or third-party data, (e) copy the Web Application or any part, feature, function, or user interface thereof, (f) copy, extract, or store Content except as expressly permitted, (g) frame or mirror any part of the Web Application, other than framing on Your own intranets or otherwise for Your own internal business purposes, (h) process, extract, conduct load testing on, or place undue load on any part of the Web Application except as expressly permitted, (i) use the Web Application for marketing or telemarketing purposes; or (j) access the Web Application in order to build or enhance a competitive product or service.

2.4. Future Functionality, Updates, and Beta Services. You agree that Your purchase of use of the Web Application is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Us regarding future

functionality or content. You agree that We may make changes to the Web Application over time for any reason, without limitation, and that We may not continue to provide or support older versions of the Web Application. We may invite You to try other Web Applications and options to Web Applications. Any such additional Web Applications and options may be subject to additional or separate terms and fees. In the event that such other Web Applications and options are trials or beta products, we will have no liability for any harm or damage arising out of Your use of such.

3. FEES, PAYMENT, AND TERM

3.1. Fees and Payment. You will pay all fees specified in the Order Form plus any applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on the purchased use and not actual incremental usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance in accordance with the frequency stated in the Order Form, (d) quantities or add-ons purchased cannot be decreased during the relevant subscription term, and (e) unless otherwise stated in the Order Form, invoiced charges are due on receipt days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Us of any changes to such information.

3.2. Non-Payment or Failure to Pay. A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within days of its due date, We may suspend Your access and use of the Web Application, until You bring Your account current.

3.3. Term of Agreement. This Agreement will continue for the period defined in the Order Form as the Agreement Term ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either party provides written notification to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the then Initial Term or Renewal Term. For any Renewal Term, all fees shall increase by 2% over the previous Term. Upon termination, any licenses or rights granted by Us under this Agreement are immediately revoked.

4. PROPRIETARY RIGHTS, LICENSES, AND CONFIDENTIALITY

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their rights, titles, and interests in and to the Web Application, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace vendors or suppliers related to Content or Web Application functionality at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property. No rights are granted to You hereunder other than as expressly set forth herein.

4.2. Preservation of Notices. You agree to include, and not to remove or obscure, any copyright, trademark, patent, or other notices appearing within our Web Application including any visual or printed depictions of the same.

4.3. License to Host Your Data. You grant Us a limited-term license to host, copy, adapt, modify, transmit, and display Your Data, as necessary for Us to provide the Web Application to You. You reserve all title, interest and intellectual property rights to Your Data.

4.4. License to Collect Data and Use Feedback. You agree that We may collect and use information gathered as part of the Web Application to improve Our technology, products, and internal processes. You grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Web Application any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Your Users.

5. CONFIDENTIALITY

5.1. Trade Secrets and Confidential Information. The Web Application is based on and includes Our proprietary trade secrets and confidential information. You will not modify, adapt, translate, reverse engineer, decompile, attempt unauthorized access to, or disassemble any portion of the Web Application. You will treat the Web Application with at least the same degree of care (and no less than a reasonable degree of care) as that which You would treat Your own trade secrets and confidential information. You will not disclose the terms of this Agreement or any Order Form to any third party.

6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

6.1. Our Warranties. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE WEB APPLICATION ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING PERFORMANCE, FUNCTIONALITY, AVAILABILITY, ACCURACY, OR SECURITY OF THE WEB APPLICATION OR YOUR DATA. WE MAY ALTER, REDUCE THE FUNCTIONALITY OR CONTENT OF, AND/OR TERMINATE THE WEB APPLICATION AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY THIRD-PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT THE WEB APPLICATION, SERVERS, OR ANY E-MAIL SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY

ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS OF OURS AND ANY OF OUR THIRD-PARTY PROVIDERS, PARTNERS, OR AFFILIATES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

6.2. Limitation of Liability. Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of fees paid by You to Us up to a limit of one year's worth of fees. We shall not be liable for any special, indirect, incidental, or consequential damages of any kind (including attorneys' fees) arising in connection with Your use of the Web Application, or any failure by Us to perform our obligations, regardless of any negligence alleged.

6.3. Indemnification. We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Web Application or Content under this Agreement infringes a valid United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that Your Data or your use of the Web Application in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and Our third party providers, partners, and affiliates against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney fees.

7. ADDITIONAL PROVISIONS

7.1. Non-Assignability. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.

7.2. Entire Understanding. This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

7.3. Governing Law & Arbitration. This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration and Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.

7.4. Headings Not Controlling. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7.5. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the Agreement shall remain in full force and effect.

Calabasas, City of

**DIGITAL MAP
PRODUCTS, L.P.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Content Solutions Sublicense Terms and Conditions

By executing the Agreement, You agree that the Agreement terms govern Your acquisition and use of the Licensed Products. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not accept or use the Licensed Products.

1. DEFINITIONS

"Agreement" means the combination of the Order Form and these Content Solutions Sublicense Terms and Conditions. In the event of any conflict between these Content Solutions Sublicense Terms and Conditions and the Order Form, these Content Solutions Sublicense Terms and Conditions will apply.

"Contributed Database" means Databases licensed by certain Contributors to Us with the right to grant sublicenses as set forth herein and identified on the Order Form.

"Contributor" means a third-party licensor of any Contributed Database to Us.

"Database" means a compilation of geographic, cartographic, engineering, architectural, tabular, text, and/or other data, information, or works, including, but not limited to, graphic and/or file data in automated or manual form.

"Derivative Products" or **"Derivatives"** shall mean all works created by You which incorporate all or part of the Licensed Products, including, but not limited to, any revision, modification, translation, abridgment, condensation, expansion, collection, compilation or any other form of, or modification to the Licensed Products.

"Effective Date" The Agreement is effective as of the date of the last signature of the parties on both the Order Form and these Content Solutions Sublicense Terms and Conditions.

"Intended Use" means the specific works, uses, purposes, end users, and industries expressly described on the Order Form. Unless expressly stated otherwise on the Order Form, the Intended Use is limited to internal geospatial mapping products, activities, and applications, and does not include any form of commercial use, distribution, publishing, sublicensing, modifying, reformatting, creation of derivative works, products, or databases, marketing or telemarketing activities, models or algorithms, application programming interfaces, appraisal, title or other legal reporting, debt collection, insurance, use of personally identifiable information, legal services or products, extracting or otherwise modifying, processing, or removing data elements.

"Licensed Products" means the products ordered by You on the Order Form and may include portions of the Contributed Databases.

"Order Form" means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Visual Output" means printouts, plots, displays, photographic film, printed matter and other visual representation of data.

"We," "Us" or "Our" means Digital Map Products, L.P. or its affiliate.

"You" or "Your" means the company or legal entity, and any of its affiliates, for which you are accepting this Agreement.

2. GRANT OF LICENSE

We hereby grant, and You hereby accept, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, and non-assignable right and sublicense to use the Licensed Products solely for the Intended Use, from the Effective Date hereof until this Agreement is terminated or expires in accordance with its terms. You may produce Visual Output from the Licensed Products only for the Intended Use.

Subject to the terms of this Agreement, You may create and distribute Derivative Products to the extent that such Derivative Products are part of the Intended Use. You shall be able to use such Derivative Products and all intellectual property rights attributable or corresponding thereto, royalty-free, in perpetuity, under the terms of this Agreement, solely for the Intended Use provided that such use does not include any attempt to reverse-engineer any aspect of Licensed Products or to compete with Us or the Contributors.

Except as expressly permitted herein, You shall have no right to assign, transfer, or sublicense any aspect of the Licensed Products other than to Your rightful successors or assigns by means of a merger or sale of all or substantially all of Your business.

You shall have no right to resell, redistribute, or relicense any aspect of the Licensed Products. Any resale, Redistribute, or relicense rights specifically require a completed Content Solutions Resale Sublicense Agreement separate and distinct from this Agreement.

Your contractors, consultants, and agents that You engage for the Intended Use may use the Licensed Products in digital format as long as (a) these third parties' use is only for the Intended Use, (b) these third parties do not sell, license, or otherwise distribute Licensed Products or any portion thereof, (c) these third parties must destroy any copies of the Licensed Products or portions thereof immediately upon termination or completion of their scope of work as related to the Intended Use, (d) these third parties are not competitors of Ours or of the Contributors, and (e) these third parties must abide by the terms of this Agreement.

Without limiting the foregoing, You agree that You shall in no event use any aspect of the Licensed Products other than for the Intended Use.

3. OUR RESPONSIBILITIES

3.1. Delivery Formats and Schedules. We shall make delivery of the Licensed Products to You pursuant to the formats and schedules designated on the Order Form. Unless indicated otherwise, We will only make one (1) data delivery.

4. YOUR RESPONSIBILITIES

4.1. Compliance and Protection from Unauthorized Access and Use. You will be responsible for (a) compliance with the terms of this Agreement by any parties to whom you grant access to the Licensed Products or Derivative Products, (b) securing and protecting the Licensed Products and Derivatives from unauthorized distribution and access, (c) preventing any use of the Licensed Products or Derivatives outside of the Intended Use, (d) preventing access from any of Our competitors or those of our Contributors to any portions of the Licensed Products, Derivatives, or any related information; (e) ensuring that no aspect of the Licensed Products is used in any way that (1) violates any law, statute, ordinance, or regulation; (2) infringes a third party's copyright, patent, trademark, trade secret, or other proprietary rights of publicity or privacy; or (3) is defamatory, trade libelous, unlawfully threatening or harassing.

5. FEES, PAYMENT, AND TERM

5.1. Fees and Payment. In consideration of the license rights granted in Section 2, You shall pay all fees as set forth in the Order Form, plus all applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on Licensed Products purchased and not contingent upon Your actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance at the beginning of each contract year unless specified otherwise in the Order Form, and (d) You shall be invoiced in full upon delivery and You will be pay the invoiced amount to Us in full within fifteen (15) days from date of invoice.

5.2. Non-Payment or Failure to Pay. A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within thirty (30) days of its due date, We may suspend Your access and use of the Services and Content, until You bring Your account current.

5.3. Term of Agreement. This Agreement will continue for the period defined in the Order Form as the Agreement Term ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either party provides written notification to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the then Initial Term or Renewal Term. For any Renewal Term, all fees shall increase by 2% over the previous Term. Upon termination, any licenses or rights granted by Us under this Agreement are immediately revoked.

6. PROPRIETARY RIGHTS, ADDITIONAL LICENSE LIMITATIONS, AND CONFIDENTIALITY

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our Contributors reserve all of Our/ their rights, titles, and interests in and to the Licensed Products and Contributed Databases, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace Contributors at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property unless indicated otherwise. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Proprietary Notices. We and our Contributors claim and reserve all ownership and rights afforded at law and in equity in all data, compilations, and materials that constitute the Licensed Products, including, but not limited to, all rights under federal copyright law. You agree to respect and not to knowingly or maliciously remove, obliterate, or cancel from view any copyright, trademark, confidentiality, or other proprietary notice, mark, or legend appearing on the Licensed Product or on the Visual Output, including, but not limited to, any such notices displayed to the user during the operation of the Licensed Products and any such notices in the documentation, and agree to use reasonable best efforts to reproduce and include the same on any copy of the Licensed Product or any portion thereof distributed to Your consultants, agents and contractors.

6.3. Confidential Information. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof, in the same manner in which it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information). You acknowledge that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the Licensed Products, documentation, Derivative Products, or copies of any portions thereof, will (a) substantially diminish the value to Contributors of their intellectual property, (b) render Our remedy at law for such unauthorized use, disclosure, or transfer inadequate, and (c) cause irreparable injury. If You breach any of Your obligations with respect to the use or confidentiality of the Licensed Products,

documentation, Derivative Products, or any copies of portions thereof, We shall be entitled to equitable relief to protect Our interests therein, including, but not limited to, preliminary and permanent injunctive relief. Upon (presentation of just cause and) ten (10) days' written notice to You, We shall, with Your consent and permission, have reasonable access to inspect and audit Your procedures and to examine Your computer systems in order to determine whether such procedures and computer systems comply with the requirements set forth in this Agreement.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1. Our Warranties. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE LICENSED PRODUCTS ON AN "AS IS," "AS AVAILABLE" BASIS. NEITHER WE NOR OUR CONTRIBUTORS MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING AVAILABILITY OR ACCURACY OF THE LICENSED PRODUCTS AND/OR CONTRIBUTED DATABASES. WE MAY ALTER OR REDUCE THE AVAILABILITY AND QUALITY OF THE LICENSED PRODUCTS AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY CONTRIBUTORS WARRANT THAT THE LICENSED PRODUCTS OR RELATED E-MAILS SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

7.2. Limitation of Liability. Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of 12 months of fees paid by You to Us. Neither We nor the Contributors shall be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including attorneys' fees) arising in connection with the Licensed Products, or any failure by Us to perform our obligations, regardless of any negligence alleged.

7.3. Indemnification. We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Licensed Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that your use of the Licensed Products in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and the Contributors against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney fees.

8. ADDITIONAL PROVISIONS

8.1. Non-Assignability. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.

8.2. Entire Understanding. This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

8.3. Governing Law & Arbitration. This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration and Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.

8.4. Headings Not Controlling. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

8.5. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the Agreement shall remain in full force and effect.

Calabasas, City of

**DIGITAL MAP
PRODUCTS, L.P.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Supplemental Schedule A:

Calabasas, City of will be receiving the following geographies and attributes associated with this agreement.

Attributes for Geographies

_X_COORD; _Y_COORD; BEDROOMS; BUILDING_SQFT; MAIL_ADDR; OWNER_NAME; PARCEL_APN; SITE_ADDR;
SITE_CARRIER_CODE; SITE_CITY; SITE_DIRECTION; SITE_HOUSE_NUMBER; SITE_MODE; SITE_PLUS_4; SITE_QUADRANT;
SITE_STATE; SITE_STREET_NAME; SITE_UNIT_NUMBER; SITE_UNIT_PREFIX; SITE_ZIP; TAXAPN; TOTAL_BATHS

Fips Code	Geography
6037	CA-LOS ANGELES
6111	CA-VENTURA