



IMPLEMENTATION SERVICES TIME AND MATERIALS ADDENDUM

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Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld by either party.

4. COMPENSATION

Services will be performed and subsequently invoiced on a time and materials basis in accordance with the funded not-to-exceed order value. Labor, including travel time, will be invoiced on a monthly basis for actual hours provided during the previous month. Other direct costs (ODCs), such as travel-related expenses, will be invoiced at actual cost plus Esri's standard burden. Meals and incidental expenses will be invoiced on a "per diem" basis in accordance with the limits stated in the most-current Federal Travel Regulations. Esri standard payment terms are Net-30 days from receipt of an Esri invoice. If the Esri credit history established by the Licensee does not support this effort, Esri reserves the right to require full or partial prepayment. Payment shall be made to the Esri address identified on original Esri invoices.

Esri may reallocate authorized funding between activities, labor categories, and ODCs as necessary to facilitate the work efforts, provided the overall authorized funding is not exceeded. In the event Esri reaches the funded not-to-exceed order

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9.3 UCC Inapplicability. Services provided under this Addendum will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

9.4 Order of Precedence. These terms and conditions supersede those outlined in any Licensee ordering or authorizing documents such as purchase orders. Any additional terms or conditions in Licensee ordering or authorizing documents are void and may be incorporated into this Addendum only via written amendment signed by both parties to be binding.

9.5 Assignment and Delegation. Esri may, in whole or in part, assign any of its rights or delegate any performance under this Addendum, provided that Esri shall remain responsible for the performance it delegates. This Addendum binds and benefits successors or assigns permitted under this Article.

9.6 Equitable Relief. Licensee agrees that any breach of this Addendum by Licensee may cause Esri irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

9.7 Governing Law. This Addendum shall be governed by and construed in accordance with the laws of the State of California without reference to its conflict of laws principles.

9.8 Entire Addendum. This Addendum constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements (including any attached purchase order terms and conditions) between the parties relating to such subject matter.