



ESRI
380 New York Street
Redlands, California 92373-8100
Phone: 909-793-2853, ext. 1-4441
Fax: 909-307-3046



**ESRI and INLINE Corporation are
proud to present
Complete™ ArcGIS® Server 9.3.1
Basic Enterprise for
U.S. Customers Only**

Offer Valid
through January 29, 2010

ESRI is pleased to extend special offers within the United States. These offers consist of INLINE servers to support ArcGIS Server 9.3.1 Enterprise and, if needed, a Microsoft SQL Database Server.

If you do not see the exact server configuration you are looking for or want to price high-availability clustered options, please call Dean Garner of ESRI at 909-793-2853, ext. 1-4441.

Complete ArcGIS Server 9.3.1 Basic Enterprise Solutions

Complete ArcGIS Server 9.3.1 Basic Enterprise

Complete ArcGIS Server 9.3.1 Basic Enterprise is a turnkey node with the ESRI® ArcGIS Server 9.3.1 Basic Enterprise software and Microsoft Operating System preloaded and preconfigured. Both standard and high-availability configurations are available.

ArcGIS Server 9.3.1 Basic Enterprise is designed for GIS users who want shared access to geographic data. It provides core geodatabase management tools and technology for data storage, management, and distribution (Web-based data replication).

The enterprise level of ArcGIS Server 9.3.1 supports an unlimited number of users via either direct connect or connection to an application server. It offers DBMS support for all editions of Microsoft SQL Server as well as IBM DB2, IBM Informix, and Oracle. It has no data or memory limits.

Complete Storage

Complete Storage is a high-performing storage optimized for GIS applications. Provided with Serial Attached SCSI (SAS) or Serial ATA (SATA) drives, Complete Storage is scalable from one terabyte to more than a petabyte, and you can simply add storage as your needs evolve. Complete Storage is the only solution shipped preconfigured and preformatted to allow immediate deployment within ESRI ArcGIS Server environments.

Complete Advantage

The key to rapid and efficient deployment is the Complete Advantage available exclusively from INLINE Corporation and included with any Complete ArcGIS Server solution.

Complete Advantage features

- ArcGIS Server 9.3.1 installed and configured
- Microsoft Windows Server 2008 64-bit Standard installed and configured
- Current Microsoft Updates installed and configured
- Built-In Imaging Tools for Rapid Failure Recovery
- Complete System Monitoring to simplify performance tuning and management
- Rapid Recovery—Can reload Complete system from an image in less than one hour
- Hassle-Free Software Updates—Single CD with ESRI and Microsoft updates for quick install
- Software Installation Fees Included
- System Configuration Fees Included

Options

- **Complete Microsoft SQL Database Server** for those users who do not have an existing database to support ArcGIS Server 9.3.1
- 27U 19-inch Cabinet and Continuous Power during brief service interruptions—Ventilated Tempered Glass Locking Front Door and Ventilated Locking Rear Door
- INLINE On-Site Installation (one day)



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TERMS OF THE OFFER

- This offer is valid only in the United States excluding Guam, Puerto Rico, and the Virgin Islands.
- This offer is available only as a bundled hardware/software system.
- Orders must be received at ESRI by January 29, 2010.
- Delivery terms: 30–45 days after receipt of completed order and approval of credit. Manufacturer availability may change delivery terms.

TRAINING

Please contact the ESRI Learning Center at 909-793-2853, ext. 1-1585, for course information and a training schedule. See page 7 of the quotes for training options and cost.

HOW TO ORDER

1. Complete the attached order form and credit application, if not previously on file with ESRI.
2. Add other desired options.
3. Add any applicable sales tax (see order form).
4. Provide purchase order or other form of payment.
5. Send your completed order and credit application to your ESRI regional office or

ESRI
 Customer Service/Kelly Campos
 380 New York Street
 Redlands, CA 92373-8100
 Fax: 800-330-7053

6. Your hardware and software will be shipped to you within 30–45 days after receipt of all paperwork and credit approval. Manufacturer availability may change delivery terms.

QUESTIONS?

Contact your ESRI regional office regarding the terms of this offer or general questions.

Contact Dean Garner at 909-793-2853, ext. 1-4441, to discuss hardware options not provided in the attached quotation.

Contact Kelly Campos at 909-793-2853, ext. 1-1831, regarding the status of your order.

Contact INLINE at 800-465-8100 or www.INLINECORP.com.

Corporate Headquarters

ESRI
 380 New York Street
 Redlands, California 92373-8100
 Telephone: 909-793-2853 Fax: 909-793-5953

ESRI Regional Offices

States Served

Boston
 Telephone: 978-777-4543
 Fax: 978-777-8476

CT, MA, ME, NH,
 NY, RI, VT

California
 Telephone: 909-793-2853, ext. 1-1906
 Fax: 909-307-3025

CA, HI, NV

Charlotte
 Telephone: 704-541-9810
 Fax: 704-541-7620

AL, FL, GA,
 NC, SC, TN

Denver
 Telephone: 303-449-7779
 Fax: 303-449-8830

AZ, CO, NM,
 UT, WY

Minneapolis
 Telephone: 651-454-0600
 Fax: 651-454-0705

IL, MI, MN,
 ND, SD, WI

Olympia
 Telephone: 360-754-4727
 Fax: 360-943-6910

AK, ID, MT,
 OR, WA

Philadelphia
 Telephone: 610-644-3374
 Fax: 610-644-3379

DE, NJ, PA

San Antonio
 Telephone: 210-499-1044
 Fax: 210-499-4112

LA, MS, OK, TX

St. Louis
 Telephone: 636-949-6620
 Fax: 636-949-6735

AR, IA, IN, KS,
 KY, MO, NE, OH

Washington, D.C.
 Telephone: 703-506-9515
 Fax: 703-506-9514

DC, MD, VA, WV



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Date: September 29, 2009
 Quotation Number: AGSBE1

**Complete ArcGIS Server 9.3.1 Basic Enterprise—
 Four Core Server Solution**

Quote valid until January 29, 2010

Page 3

ITEM	QTY	DESCRIPTION	PRICE
104699	1	<p>Complete ArcGIS Server 9.3.1 Basic Enterprise—Four Core Server Solution</p> <p>1U Rack Mount Enterprise Server with One (1) Quad Core Intel Xeon X5570 2.93 GHz Processor, 8 MB Shared L3 Cache, 12 GB of Memory, Dual 146 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives with RAID Level 1, Dual Gigabit Ethernet Ports, Slimline CD-R/DVD</p> <p>Microsoft Windows Server 2008 64-bit Standard Installed and Configured Microsoft Windows Server 2008 Service Packs and Updates Installed and Configured</p> <p>Single Image Disk for Rapid Recovery or Reinstallation</p> <p><i>One-Year Overnight Replacement Warranty</i></p> <p>ArcGIS Server 9.3.1 Basic Enterprise License for a Server with Four Cores Installed (Includes First Year of Software Maintenance)</p> <p>Shipping and Handling (included)</p> <p><i>Pricing does not include a Database Server. Please see page 5 for a Microsoft SQL Database Server option.</i></p> <p>Complete ArcGIS Server 9.3.1 Basic Enterprise—Four Core Server Solution Package Total</p>	\$16,000.00

Additional Cost Options			
ITEM	QTY	DESCRIPTION	PRICE
102396	1	27U 19-inch Cabinet with 3000VA UPS and 1U 15-inch LCD Monitor, Keyboard, and 16-Port KVM	\$4,300.00
102397	1	INLINE Installation and Support On-Site (one day)	\$2,500.00

Notes: Total does not include applicable sales tax (see order form).
By: Dean Garner at 909-793-2853, ext. 1-4441
Title: Hardware Solution Sales Manager

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Date: September 29, 2009
 Quotation Number: AGSBE2
Complete ArcGIS Server 9.3.1 Basic Enterprise—Eight Core Server Solution
 Quote valid until January 29, 2010 Page 4

ITEM	QTY	DESCRIPTION	PRICE
104700	1	<p>Complete ArcGIS Server 9.3.1 Basic Enterprise—Eight Core Server Solution</p> <p>1U Rack Mount Enterprise Server with Two (2) Quad Core Intel Xeon X5570 2.93 GHz Processors, 8 MB Shared L3 Cache, 24 GB of Memory, Dual 146 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives with RAID Level 1, Dual Gigabit Ethernet Ports, Slimline CD-R/DVD</p> <p>Microsoft Windows Server 2008 64-bit Standard Installed and Configured Microsoft Windows Server 2008 Service Packs and Updates Installed and Configured Single Image Disk for Rapid Recovery or Reinstallation</p> <p><i>One-Year Overnight Replacement Warranty</i></p> <p>ArcGIS Server 9.3.1 Basic Enterprise License for a Server with Eight Cores Installed (Includes First Year of Software Maintenance)</p> <p>Shipping and Handling (included)</p> <p><i>Pricing does not include a Database Server. Please see page 5 for a Microsoft SQL Database Server option.</i></p> <p>Complete ArcGIS Server 9.3.1 Basic Enterprise—Eight Core Server Solution Package Total</p>	\$26,500.00

Additional Cost Options			
ITEM	QTY	DESCRIPTION	PRICE
102396	1	27U 19-inch Cabinet with 3000VA UPS and 1U 15-inch LCD Monitor, Keyboard, and 16-Port KVM	\$4,300.00
102397	1	INLINE Installation and Support On-Site (one day)	\$2,500.00

Notes: Total does not include applicable sales tax (see order form).
By: Dean Garner at 909-793-2853, ext. 1-4441
Title: Hardware Solution Sales Manager

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Date: September 29, 2009		Complete Microsoft SQL Database Server	
Quotation Number: SQLDBS		Quote valid until January 29, 2010	
		Page 5	
ITEM	QTY	DESCRIPTION	PRICE
104701	1	<p>Complete Microsoft SQL Database Server</p> <p>2U Rack Mount Enterprise Server with One (1) X5570 2.93 GHz Processor, 8 MB Shared L3 Cache, 12 GB of Memory, 9 x 750 GB 7200 rpm SATA Disk Drives (one drive as a spare) with RAID 5, Dual Gigabit Ethernet Ports, Slimline CD-R/DVD</p> <p>Microsoft Server SQL 2008 Standard Installed and Configured Microsoft Server SQL 2008 Service Packs and Updates Installed and Configured</p> <p>Microsoft Windows Server 2008 64-bit Standard Installed and Configured Microsoft Windows Server 2008 Service Packs and Updates Installed and Configured Single Image Disk for Rapid Recovery or Reinstallation</p> <p><i>One-Year Overnight Replacement Warranty</i></p> <p>Shipping and Handling (included)</p> <p>Complete Microsoft SQL Database Server Package Total</p>	\$14,000.00
Additional Cost Options			
ITEM	QTY	DESCRIPTION	UNIT PRICE
450SAS	1	Additional cost to replace all 750 GB 7200 rpm SATA Disk Drives in Complete Microsoft SQL Database Server with 12 x 450 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives only at time of purchase	\$12,000.00
1KSATA	1	Additional cost to replace all 750 GB 7200 rpm SATA Disk Drives in Complete Microsoft SQL Database Server with 9 x 1000 GB 7200 rpm SATA Disk Drives only at time of purchase	\$2,000.00
1KESATA	1	Additional cost to replace all 750 GB 7200 rpm SATA Disk Drives in Complete Microsoft SQL Database Server with 12 x 1000 GB 7200 rpm SATA Disk Drives only at time of purchase	\$3,500.00
750E3	1	Additional cost to add 3 x 750 GB 7200 rpm SATA Disk Drives in Complete Microsoft SQL Database Server for a total of 12 x 750 GB 7200 rpm SATA Disk Drives only at time of purchase	\$1,000.00
102396	1	27U 19-inch Cabinet with 3000VA UPS and 1U 15-inch LCD Monitor, Keyboard, and 16-Port KVM	\$4,300.00
102397	1	INLINE Installation and Support On-Site (one day)	\$2,500.00
Notes:		Total does not include applicable sales tax (see order form).	
By:		Dean Garner at 909-793-2853, ext. 1-4441	
Title:		Hardware Solution Sales Manager	
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Date: September 29, 2009
Quotation Number: SDEST
Complete Storage—Serial Attached SCSI (SAS) Disk Solution
Quote valid until January 29, 2010 **Page 6**

ITEM	QTY	DESCRIPTION	PRICE
104703	1	Complete Storage—Serial Attached SCSI (SAS) Disk Solution INLINE 2.4 TB Serial Attached SCSI (SAS) Disk Solution—2U Chassis TE246 4 GB Primary Chassis 8 x 300 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives 4 GB Fibre Channel Connections Dual Controllers with 2 GB Cache and Two Fibre Host Ports per Controller for Maximum Throughput Full Redundancy Built into All Levels Built-In Redundant Power Supplies Multiple RAID Levels Including 0, 1, 5, 6, 10, 20, 50 Includes Necessary Cables and SFPs <i>One-Year Overnight Replacement Warranty</i>	\$18,500.00
1TB+	1	Additional 4 x 300 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives —Only one of this option can be added to Item 104703.	\$2,800.00

Complete Storage—SATA Disk Solution

ITEM	QTY	DESCRIPTION	PRICE
104704	1	Complete Storage—SATA Disk Solution INLINE 4.0 TB SATA II Disk Solution—2U Chassis TE246 4 GB Primary Chassis 8 x 500 GB 7200 rpm SATA Disk Drives 4 GB Fibre Channel Connections Dual Controllers with 2 GB Cache and Two Fibre Host Ports per Controller for Maximum Throughput Full Redundancy Built into All Levels Built-In Redundant Power Supplies Multiple RAID Levels Including 0, 1, 5, 6, 10, 20, 50 Includes Necessary Cables and SFPs <i>One-Year Overnight Replacement Warranty</i>	\$15,500.00
3TB+	1	Additional 4 x 500 GB 7200 rpm SATA Disk Drives—Only one of this option can be added to Item 104704.	\$1,500.00

Additional Cost Options

ITEM	QTY	DESCRIPTION	PRICE
102396	1	27U 19-inch Cabinet with 3000VA UPS and 1U 15-inch LCD Monitor, Keyboard, and 16-Port KVM	\$4,300.00
102397	1	INLINE Installation and Support On-Site (one day)	\$2,500.00

Notes: Total does not include applicable sales tax (see order form).
By: Dean Garner at 909-793-2853, ext. 1-4441
Title: Hardware Solution Sales Manager

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Date: September 29, 2009

Quotation Number:
 TROP

ArcGIS Server Training and Installation Options

Quote valid until January 29, 2010

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ITEM	QTY	DESCRIPTION	PRICE
105579	1	<i>Introduction to ArcGIS Server Training Course</i> Two Days, per Person, at ESRI	\$980.00
115132	1	<i>Introduction to ArcGIS Server Training Course with Classroom Setup Support—</i> Two Days at Client Site	\$8,400.00
104276	1	<i>ArcGIS Server Configuration and Tuning for SQL Server Training Course</i> Two Days, per Person, at ESRI	\$980.00
115117	1	<i>ArcGIS Server Configuration and Tuning for SQL Server Training Course with</i> Classroom Setup Support—Two Days at Client Site	\$8,400.00
103881	1	<i>Managing Editing Workflows in the Multiuser Geodatabase Training Course</i> Three Days, per Person, at ESRI	\$1,470.00
115154	1	<i>Managing Editing Workflows in the Multiuser Geodatabase Training Course</i> with Classroom Setup Support—Three Days at Client Site	\$12,600.00
105896	1	<i>Developing Applications with ArcGIS Server Using the Microsoft .NET</i> <i>Framework Training Course</i> Three Days, per Person, at ESRI	\$1,470.00
115141	1	<i>Developing Applications with ArcGIS Server Using the Microsoft .NET</i> <i>Framework Training Course with Classroom Setup Support—Three Days at</i> Client Site	\$12,600.00
104686	1	<i>Data Management in the Multiuser Geodatabase Training Course</i> Three Days, per Person, at ESRI	\$1,470.00
115143	1	<i>Data Management in the Multiuser Geodatabase Training Course with</i> Classroom Setup Support—Three Days at Client Site	\$12,600.00
108984	1	ESRI ArcGIS Server Basic Enterprise Installation: The ArcGIS Server Basic Enterprise Installation Service provides up to two days of installation and configuration support for ArcGIS Server Basic Enterprise software on up to two customer-provided hardware servers. The price includes airfare, hotel, car rental, per diem, and other direct costs. If time permits, support can include basic technology transfer of typical uses for ArcGIS Server software. On-site support will be provided at a mutually agreed-upon customer location within the United States. By purchasing this service, the customer agrees to the Implementation Services Terms and Conditions (G-363-C), which shall take precedence over any other terms and the customer's purchase order. If not attached, these Terms and Conditions can be viewed on the Web at www.esri.com/terms-conditions/g363c.html .	\$5,000.00

Notes: Contact Dean Garner at 909-793-2853, ext. 1-4441, for options not found in this promotion or for any questions regarding this offer.

By: Dean Garner

Title: Hardware Solution Sales Manager

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ESRI QUOTATION TERMS AND CONDITIONS

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This quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from ESRI.

ORDER PROCESS

The order process is initiated when ESRI receives an original purchase order or some form of advance payment. Several additional documents (e.g., credit application, if not using credit card, and tax exemption certificate) are required to complete the order.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software on the correct media. Please return them promptly to avoid unnecessary delays in shipping. Please return all documents by mail or express courier or as otherwise directed.

Please show the following remittance address on your purchase order:

ESRI, File #54630, Los Angeles, CA 90074-4630

DELIVERY

FOB ORIGIN

Software: Allow 30 days from ESRI's receipt of purchase order, signed software license agreement(s), and other documents, as required. ESRI software license agreements may be accessed at www.esri.com/legal.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Standard delivery method is ground or two-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other service is available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS

Net 30 days, on approved credit.

WARRANTY

Warranty and service are provided by manufacturer(s).

TAXES

Prices quoted do not include applicable sales or use taxes unless so stated. ESRI reserves the right to collect sales tax assessed by states as required by law. ESRI will add state sales tax to the invoice unless ESRI receives proof with the order that your organization is tax exempt or pays state tax directly.

ESRI collects and pays sales tax in Alabama, Arizona, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Illinois, Indiana, Kansas, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, and Wisconsin. In preparing your budget, please allow for applicable sales tax. ESRI reserves the right to collect sales tax assessed by additional states as required by law.



ESRI
 380 New York Street
 Redlands, California 92373-8100
 909-793-2853

ESRI/INLINE Corporation Complete™ ArcGIS® Server 9.3.1 Basic Enterprise Offer Domestic Order Form

9/29/09

BILL TO	
Organization	
Department	P.O. No.
Address	
Attention	
Phone	Fax
E-mail	

ORDERED BY	
Organization	
Date of Order	P.O. No.
Phone	Fax
Contact	ESRI Customer No.

SHIP TO	
Organization	
Department	
Address	
Attention	
Phone	Fax
E-mail	

Qty.	Description	Unit Package Price	Total
	Part No. 104699—Complete ArcGIS Server 9.3.1 Basic Enterprise—Four Core Server Solution	\$16,000.00	
	Part No. 104700—Complete ArcGIS Server 9.3.1 Basic Enterprise—Eight Core Server Solution	\$26,500.00	
	Part No. 104701—Complete Microsoft SQL Database Server	\$14,000.00	
	Part No. 104703—Complete Storage INLINE 2.4 TB Serial Attached SCSI (SAS) Disk Solution	\$18,500.00	
	Part No. 104704—Complete Storage INLINE 4.0 TB SATA II Disk Solution	\$15,500.00	
	Part No. 102396—27U 19-inch Cabinet with 3000VA UPS and 1U 15-inch LCD Monitor	\$4,300.00	
	Part No. 102397—INLINE Installation and Support On-Site (one day)	\$2,500.00	

Optional Items (Enter items and prices below.)		Unit Price	Net Price

Optional Items Total	
Subtotal	
Shipping	Included
Sales Tax*	
Total Due ESRI	

THANK YOU FOR YOUR ORDER!

Please attach sheet of additional options and pricing, if necessary.

* Please add appropriate sales tax in the states of AL, AZ, CA, CO, CT, FL, GA, HI, IL, IN, KS, MA, MD, MI, MN, MO, NC, ND, NE, NJ, NM, NV, NY, OH, OK, PA, SC, TN, TX, UT, VA, VT, WA, and WI. ESRI reserves the right to correct sales tax rates and/or collect the sales tax assessed by additional states as required by law, without notice. Items may be shipped separately.

FAX YOUR ORDER TO
800-330-7053
ATTN.: Customer Service/Kelly Campos
ESRI
380 New York Street • Redlands, CA 92373-8100

NOTES	
A. Orders must be received at ESRI by January 29, 2010.	PAYMENT OPTIONS: (a) Enclose a check payable to ESRI with this form. (b) Enclose a completed purchase order with this form. We will not ship without payment or purchase order enclosed. Acceptance of purchase order is based on credit approval.
B. If submitting a purchase order, a credit application will need to be completed if one is not already on file with ESRI.	



IN-HOUSE USE
ORIGINATED BY _____ DEPT. _____ PHONE _____ CLIENT'S REQUEST \$ _____

**ESRI
CREDIT APPLICATION
COMPANY INFORMATION**

COMPANY NAME: _____ TELEPHONE: _____
DBA: _____ FAX: _____
ADDRESS: _____ CONTACT: _____

TAX EXEMPT: YES/NO. IF YES, PLEASE ATTACH COPY
OF EXEMPTION CERTIFICATES FOR ALL STATES.
LENGTH OF TIME IN BUSINESS: _____ FEDERAL ID NO.: _____
NUMBER OF EMPLOYEES: _____

CORPORATION _____ PROPRIETORSHIP _____ PARTNERSHIP
IF A CORPORATION, IN WHAT STATE INCORPORATED: _____
DATE OF INCORPORATION: _____
PRESIDENT: _____ VICE PRESIDENT: _____
PARTNER'S NAME(S): _____
PERSONS WITH CORPORATE SIGNATORY AUTHORITY: _____

COMPANY CLASSIFICATION: _____ FORTUNE 500 _____ UNIVERSITY, COLLEGE, OR PUBLIC SCHOOLS

LOCAL, STATE, OR FEDERAL GOVERNMENT _____ NONE OF THE ABOVE
BRIEFLY DESCRIBE YOUR COMPANY'S FUNCTION: _____

BANK REFERENCE

(Please list all banks and banking account numbers; attach additional pages if necessary.)

BANK NAME: _____ TELEPHONE: _____
ADDRESS: _____ CONTACT: _____

CHECKING ACCOUNT NO.: _____
OTHER ACCOUNT NO.: _____
LOAN NO.: _____

VENDOR REFERENCE

(PROVIDE 5)

NAME: _____ NAME: _____
ADDRESS: _____ ADDRESS: _____

TELEPHONE: _____ TELEPHONE: _____

NAME: _____ NAME: _____
ADDRESS: _____ ADDRESS: _____

TELEPHONE: _____ TELEPHONE: _____

NAME: _____
ADDRESS: _____

TELEPHONE: _____

ESRI PAYMENT POLICY:

NET 30 DAYS, 1.5 PERCENT LATE FEE PER MONTH AFTER 30 DAYS.

BY SIGNING BELOW, COMPANY CERTIFIES AND ATTESTS FINANCIAL RESPONSIBILITY FOR ANY AND ALL CORRECT ESRI INVOICES TO COMPANY AND ITS ABILITY TO PAY SUCH INVOICES IN ACCORDANCE WITH ESRI'S PAYMENT POLICY. COMPANY FURTHER AGREES TO PAY REASONABLE ATTORNEY'S FEES, PLUS INTEREST, IN THE EVENT OF DEFAULT IN PAYMENTS IN COMPLIANCE WITH ESRI POLICY. THE INFORMATION CONTAINED HEREIN IS ONLY FOR THE PURPOSE OF OBTAINING CREDIT AND AUTHORIZES ESRI TO OBTAIN INFORMATION CONCERNING COMPANY'S CREDIT STANDING.

PLEASE FAX TO ESRI CREDIT ANALYST AT 909-307-3031 AND MAIL ORIGINAL.

BY: _____ DATE: _____



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Warranty Definition and Support Plan

Complete ArcGIS Server Warranty

INLINE Corporation's factory-authorized ArcGIS Data Appliance Warranty for the United States has been designed to minimize downtime in the unlikely event of a hardware failure. Our design has segregated your data from the server itself via user replaceable hot swappable disk drive modules. Data integrity is maintained by hardware-based RAID 1 or RAID 5 protection. If there is a problem, the customer calls INLINE Corporation's technical support staff at 1 (800) INLINE-7 to receive technical assistance. Our support engineers will work with you to diagnose the problems. In the event of a hardware failure, INLINE will ship to you overnight either replacement disk drive(s) or a replacement system without disk drives. These items will be shipped via standard overnight delivery the same day for problems diagnosed by 3:00 p.m. eastern time.

The "worry-free" warranty provides an unmatched level of service for Customers. It is designed to yield hassle-free and immediate restoration of service while maintaining your specific software configuration and data without costly reloading and reconfiguration.

Parts	Phone Support	Disk Failure	Server Failure
<ul style="list-style-type: none"> Overnight replacement of failed hardware components Fifteen days to return failed components 	<ul style="list-style-type: none"> Installation, maintenance, and initial configuration assistance is available from 8:00 a.m. to 5:00 p.m. eastern time, Monday through Friday. Technical assistance to diagnose hardware or operating system failures is available from 8:00 a.m. to 8:00 p.m. eastern time, Monday through Friday. 	<ul style="list-style-type: none"> Replacement disk module is shipped for delivery on the next business morning. User replaces the hot swappable disk module in minutes. System automatically begins rebuilding data on the replaced disk while the system remains fully usable. 	<ul style="list-style-type: none"> Replacement hardware is shipped for delivery on the next business morning. User moves the hot swappable disk modules to the replacement hardware in minutes. Full operation is immediately restored.

CLASSIFIED REPLACEMENT WARRANTY UPGRADE

INLINE Corporation's Classified Replacement Warranty is specially designed for Customers with sensitive or classified data such as the Department of Defense. In the event of a hard drive failure, the Customer/contractor removes and keeps the magnetic hard drive platters and returns only the serial number and empty shell to INLINE Corporation. INLINE may waive the physical shell requirements in exchange for a signed "Termination of Use" agreement, at its discretion. INLINE Corporation will ship complete replacement drives. Please call for pricing.



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Basic Provisions of All INLINE Warranty Programs

1. A warranty is provided on a system-level basis. If INLINE-provided equipment or software is added to a system, the warranty cost for these items will be charged on a pro rata basis to have a coterminous end with the primary system warranty and will be at the same warranty level as the primary system.
2. If the Customer desires to add non-INLINE equipment or software to a system, the warranty for the system will end when INLINE is notified or learns that the system configuration has been altered.
3. If warranty coverage is not maintained continuously for a system, the Customer may purchase at a time and material (T&M) rate a recertification of the system. Any repairs or costs associated with bringing the system back to INLINE specifications will also be charged on a T&M basis.
4. Customers who have not purchased a warranty plan or are not covered by the warranty may purchase services on a time and material basis, and the services will be provided by INLINE on an as-available basis.
5. Replacement parts used in providing warranty services may be new, reconditioned, or certified by INLINE; may be of various manufacturers; and will provide equal or better performance and/or capacity than the original item. Replacement parts are warranted for the remaining life of the purchased warranty and do not in any event extend the warranty life of the system or individual components.
6. Unless special warranty options have been purchased or arrangements have been made in advance, all parts removed from Customer's systems for replacement under warranty become the property of INLINE. Customer shall pay INLINE at the current retail price(s) for any service parts removed from the system and retained by the Customer or not returned to INLINE within 15 business days of receipt of replacement parts.
7. During initial system installation, the Customer will be entitled to a maximum of two hours of telephone support in configuring the system for use, charged in 30-minute increments. After this initial allotment, additional phone support may be purchased at standard time and material rates.
8. Warranty support is supplied only for the operation of the INLINE-provided equipment and does not extend to any troubleshooting of, assistance with, or configuration of external systems and/or software connected to the INLINE systems. Microsoft and ESRI software support and components shall be covered by the default warranty services provided to or purchased by the end users directly.
9. Prior to the expiration of the warranty term, the Customer may extend the term of the warranty or upgrade the service level of the warranty at the then current price. If the service level is upgraded, INLINE reserves the right to recertify the system and a fee may be charged. Any upgrade in warranty level will not apply to conditions existing with the system prior to the effective date of the upgrade in warranty and may incur time and material charges to bring the system into warrantable condition.
10. It is the Customer's responsibility to back up data on the Customer's system. While every attempt has been made to provide redundancy in the hardware, INLINE shall not be held responsible for loss of or damage to data or loss of use of any computer or network systems.



ESRI
380 New York Street
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Phone: 909-793-2853, ext. 1-4441
Fax: 909-307-3046

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11. Customer acknowledges that INLINE's performance and delivery of the services are contingent upon Customer providing access to its personnel; facilities; equipment; hardware; software; network; and information including logs and Customer's timely decision making, notification of relevant issues or information, and granting of approvals and/or permission. Customer will promptly obtain and provide to INLINE any required consents necessary for INLINE's performance of the services described herein. INLINE's personnel will be granted access to the items listed above during the entire window of service coverage. If access must be limited to a fixed window of time, a surcharge may apply.
 12. **LIMITATION OF SERVICES.** When services consist of repair of INLINE systems, such services shall be those repair services that are necessary because of any existing defect or if a defect occurs in material or workmanship in the system or in any system component covered by this agreement. PREVENTIVE MAINTENANCE IS NOT INCLUDED. REPAIRS NECESSITATED BY SOFTWARE PROBLEMS; FAILURE TO PERFORM PREVENTIVE MAINTENANCE; OR AS A RESULT OF ALTERATION, ADJUSTMENT, OR REPAIR BY ANYONE OTHER THAN INLINE OR ITS REPRESENTATIVES ARE NOT INCLUDED. Services do not include repair of any system or system component that has been damaged as a result of (a) accident, misuse, or abuse of the system or component by anyone other than INLINE; (b) an act of GOD such as, but not limited to, lightning, flooding, tornadoes, earthquakes, and hurricanes; or (c) the moving of the system from one location to another.
 13. **LIMITED WARRANTY.** INLINE WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, INLINE MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD-PARTY PRODUCT; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION INLINE MAY MAKE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLE OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION INLINE MAY PROVIDE.
 14. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE SERVICES PROVIDED BY INLINE EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLAIMS THAT THE SERVICES CAUSED BODILY INJURY (INCLUDING DEATH), INLINE'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM SHALL NOT EXCEED THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE DURING THE PRIOR YEAR.