



22 Carriage Ln, Hallowell, ME 04347  
1-800-616-2725 | 1-207-622-4622 | Fax 1-207-622-4656

**QUOTE**

Quote for Blue Marble Geographics Software or Services Purchase

**BILL TO:**

Wise County Auditor  
Box 899  
Decatur, TX 76234 US  
P: 940-627-5744  
asstauditor@co.wise.tx.us

**SHIP TO:**

Cody Powell  
Wise County  
Box 899  
Decatur, Texas 76234 US  
P: 940-627-5870  
cody.powell@co.wise.tx.us

Item No.	Product Description	Unit Price	Qty	Total
2540	Global Mapper 22	\$549.00	1	\$549.00
2541	Global Mapper LIDAR Module v22 License Addition	\$549.00	1	\$549.00
<b>Sub Total</b>				<b>\$1,098.00</b>
<b>Tax</b>				
<b>Shipping</b>				<b>\$0.00</b>
<b>Total</b>				<b>\$1,098.00</b>
<b>Payment Received</b>				<b>\$0.00</b>
<b>Total Due</b>				<b>\$1,098.00</b>
<b>Terms</b>				<b>Due on receipt</b>
<b>Shipping Method:</b> Internet Download				<b>Status</b> Quote

**Support Period:** Oct 1, 2021 - Oct 1, 2022

**Please Note:**

Deliverable:  
-1 single Global Mapper with LiDAR Module  
-12 months of maintenance and support (includes software updates, licensing and tech support)  
-includes upgrade to Global Mapper Pro when released  
POP: Oct 1, 2021 - Sept 31, 2022

**LICENSE TYPE DETAILS:**

**Single Licenses:** The Single Machine node lock license is licensed to a single computer. Re-authorization provided only if software removal verification can be provided by customer. Customer system upgrades require un-installation verification prior to new licenses being issued. For the full Blue Marble Geographics Global Mapper Licensing Policy, refer to:  
<http://www.bluemarblegeo.com/support/licensing-policy.php>.

Remote Desktop is incompatible with a single user license to access Global Mapper through RDS you would need to purchase a network server license.

**The LIDAR Module:** The license model and version of the LIDAR module must match the license of Global Mapper to activate. This new module introduces advance LiDAR functionality at a fraction of the cost of other similar software. For the price of another seat of Global Mapper you can get all the functionality you need for advanced LiDAR work, including rapid gridding, automatic classification and path profile viewing, editing and analysis of point cloud data.

**Note:** Purchase of your Blue Marble desktop software includes one year enrollment in maintenance and support. This includes but is not limited to data troubleshooting and validation, problem tracking and resolution typically provided via telephone or email as applicable from our technical support helpdesk. All software updates are provided with an active M&S enrollment. Your registration code will continue to work for all software updates released during your M&S term.

**PAYMENT DETAILS:**

**Prices:** All prices are in U.S. Funds  
**Price Validity:** Quote valid until **September 14, 2021**. Scheduled price increase effective September 15, 2021 for all Global Mapper license options, including software maintenance & support renewals for existing licenses. Please remit payment prior to September 14, 2021 to secure the existing quoted rate.

**Payment Options:**

- Check drawn in US Funds: Make checks payable to:  
Blue Marble Geographics  
22 Carriage Lane  
Hallowell, Maine 04347
- Credit Card: Visa, MC, AMEX, & Discover

Blue Marble Geographics charges a CARDHOLDER: \_\_\_\_\_

4% fee for credit card payments.  
Providing credit card details when  
placing your order constitutes  
acceptance of this fee.

ACCOUNT NUMBER: \_\_\_\_\_

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

SECURITY CODE: \_\_\_\_\_

- Electronic Wire Transfer or ACH:

**Bank Name:** Bank of America  
**Bank Address:** 1 City Center, Portland, Maine 04106 USA  
**Bank Phone:** +001 207 253 7444  
**Account Number:** 009421083124  
**Domestic Wire Transfer Routing/ABA #:** 026009593  
**Domestic ACH Deposit Routing #:** 011200365  
**International Routing Number (SWIFT code):** BOFAUS3N

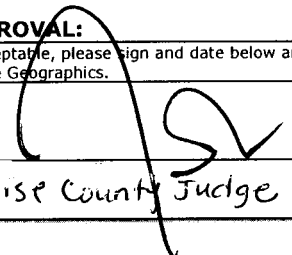
**Please Note:** If you choose to remit payment by wire transfer, please note that Blue Marble will not assume responsibility for any fees associated with sending the wire. However, Blue Marble will take responsibility for fees associated with receiving the wire at our local bank branch. **To guarantee that full payment is made, please remit an additional USD\$35.00, or instruct your bank to remove all fees from the sending account.**

Please note that it is our policy to refrain from shipping any product prior to receiving full payment. Please contact our office with any questions.

**Refund Policy:** Unfortunately, we do not provide refunds. We do provide store credit in some extreme situations. For our detailed Refund Policy, please visit:  
<http://www.bluemarblegeo.com/products/refund-policy.php>

**APPROVAL:**

If acceptable, please sign and date below and remit a copy of this quotation and/or your Purchase Order to Blue Marble Geographics.

  
\_\_\_\_\_  
Wise County Judge

9-13-21

\_\_\_\_\_  
Date

Blue Marble Geographics  
Application Software License Agreement

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

Acceptance

You acknowledge that this agreement is the complete and exclusive agreement between Blue Marble Geographics and you relating to the licensed product and that the agreement supersedes any other agreements, proposals, discussions, purchase order terms and conditions, and other oral or written communications, relating to the licensed product.

License

Blue Marble Geographics grants to you a non-transferable, non-exclusive license to use this Software and documentation in accordance with the terms and conditions of this Agreement. "Software" means the actual copy of all or any portion of Blue Marble Geographics proprietary software technology, demonstration code, source or object code, components or dynamic link libraries, including maintenance updates and published upgrades. All rights in and to the Software, including, but not limited to, copyrights and trade secrets, belong to Blue Marble Geographics, and Blue Marble Geographics holds title to each copy of the software.

You must not copy, modify, or transfer the Software, except as expressly provided in this Agreement. You may copy this Software solely for backup and archival purposes, provided that all copyright and other notices are reproduced and included on the backup/archival copy. You agree not to disclose to anyone any confidential or proprietary information contained in this software. The software is delivered in object code only. You shall not reverse compile or otherwise reverse engineer the Software.

"Machine License" also known as Single User License, allows use of the Software, restricted to a single computer. A Machine License requires the Software to be installed on the workstation in which it is used. A license for the Software may not be shared by alternating use of the Software between different computers and users.

"Dongle License" is a portable license that may be transferred to any one workstation that is running the Software in "Evaluation Mode". It may not be used concurrently or simultaneously between two workstations, and is provided via USB key.

"Single User Floating License" is a portable license that may be transferred to any one workstation that is running the Software in "Evaluation Mode". It may not be used concurrently or simultaneously between two workstations. The end-user must check-out and check-in the license via the license manager interface in Global Mapper. The end-user must remove and release the license file via the license manager interface in Global Mapper before authorizing a new workstation (PC).

"Network License" is a license that allows for concurrent use of the Software by multiple users over computer Network. License to use Software over a Wide Area Network, or via Microsoft Terminal Services may be acquired separately, and may require additional fees. Contact Blue Marble Geographics directly for more information.

"Term License" is a license model provided for use over a limited time period on a subscription basis. This license will terminate if you allow your fee-paid maintenance enrollment to lapse.

"Site License" or "Enterprise License" is a license that allows a user organization to access a large number of software instances in a variety of manners based on the needs of their organization. This license comes with special pricing and conditions based on this enhanced software access. It may include a combination of Network, Machine Locked, Dongle or Term licenses and the agreement may require custom pricing and carry a limited term.

The license is effective until terminated in accordance with this agreement. Licensee agrees to return to Blue Marble Geographics or destroy the Licensed Product upon any termination of the license. All other terms and conditions of this Agreement, including, without limitation, provisions relating to disclaimers of warranties, limitations of liability, remedies or damages, and Blue Marble Geographics' proprietary rights, shall survive any termination of the license. Blue Marble Geographics reserves the right to update these terms without notice.

#### Limited Warranty

Blue Marble Geographics does not warrant that the information in this software will be accurate, or that your system will operate without interruption. Blue Marble Geographics does warrant that this software will be free from defects in material and workmanship for thirty (30) days after the date of purchase. Your exclusive remedy and Blue Marble Geographics' sole responsibility is replacement of the defective software, provided you return it with dated proof of payment within (30) days of your purchase.

EXCEPT AS PROVIDED ABOVE, THE LICENSED PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PRODUCT IS WITH YOU.

IN NO EVENT WILL BLUE MARBLE GEOGRAPHICS, ITS DISTRIBUTORS, OR AFFILIATES BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY DIRECT DAMAGES IN EXCESS OF AMOUNTS PAID FOR THIS SOFTWARE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, LOSS OF PROFITS, OR LOST SAVINGS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED PRODUCT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF BLUE MARBLE GEOGRAPHICS HAS BEEN ADVISED OF THE POSSIBILITIES OR LIKELIHOOD OF SAME.

Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific rights, and you may also have other rights which vary from state to state.

#### General

In the case of United States Government or an agency thereof as Licensee, the following additional terms apply. Restricted Computer software, as defined in the Rights in Data-General clause at Federal Acquisition Regulations 52.227-14; and as applicable.

#### Restricted Rights Legend

Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (c)(1)(ii) of the Rights in Technical Data and Computer

Software clause at DFARS 252.227-7013.

This Agreement shall be governed by the laws of the State of Maine. You may not assign, transfer, or otherwise convey your rights or duties under this Agreement, and any such assignment, transfer, or conveyance is void and of no force or effect.

#### Export

Licensee shall not export or re-export Licensed Software, or other information or materials provided by Blue Marble Geographics herein, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. It shall be Licensee's responsibility to comply with the latest United States export regulations, and Licensee shall defend, indemnify and hold Blue Marble Geographics harmless from and against any damages, fines, penalties, assessments, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of any claim that Licensed Software or other information or materials provided by Blue Marble Geographics herein were exported or otherwise shipped or transported in violation of applicable laws and regulations.

A handwritten signature, possibly "Jc", is enclosed within a hand-drawn circle.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Blue Marble Geographics  
Hallowell, ME United States

Certificate Number:  
2021-800802

Date Filed:  
09/10/2021

Date Acknowledged:

9-13-21

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Wise County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

GISSOFTWARE2021  
GIS Softare

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Florence, Ted	Toronto Ontario Canada	X	

**5 Check only if there is NO Interested Party.**


### 6 UNSWORN DECLARATION

My name is Jessica Vachon, and my date of birth is \_\_\_\_\_.

My address is 22 Carriage Lane, Hallowell, ME, 04347, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Kennebec County, State of Maine, on the 10th day of Sept, 2021.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)