



# EarthSoft Price Quotation

EarthSoft, Inc.  
Accounting Dept.  
9455 Pensacola Blvd.  
Pensacola, FL 32534-1237  
850.471.6262  
Fax 850.471.7470

## EQUS™ Perpetual License Portfolio

June 15, 2022

Price Quotation #: E220411A4

Dakota County

Brian Klinga  
brian.klinga@co.dakota.mn.us

### EQUS End User License Agreement (EULA) Appendix 1 Products - Perpetual License Portfolio:

All license grants are per the EQUS EULA. Please refer to the EQUS EULA and related documentation for the software license grants, definitions, use rights, responsibilities, restrictions and other important provisions of this contract. This list of EQUS Products is your EULA Appendix 1.

Item	Product Name	ES Product Number	Unit of Measure	List Price	Product Quantity	Amount
<b><u>EQUS Perpetual Licenses</u></b>						
1	EQUS Enterprise Basic License	ES21_OP:E_Basic_ENV	each	\$22,000.00	1	\$22,000.00
2	EQUS Enterprise Basic - ACAL	ES21_OP:E_Basic_ACAL	each	\$800.00	7	\$5,600.00
3	EQUS Professional PremierD Library - CUL	ES21_OP:Pro_PremD	each	\$11,000.00	1	\$11,000.00
4	EQUS EnviroInsite - CUL	ES21_OP:Pro_Enviro	each	\$3,300.00	1	\$3,300.00
5					<b>Subtotal - EQUS Software Perpetual License Fees:</b>	<b>\$41,900.00</b>
<b><u>EQUS Software Subscription Products</u></b>						
6	EQUS Collect Named User License Annual Subscription	ES21_SAAS:Collect_A	each	\$300.00	7	\$2,100.00
7	EQUS Enterprise REST API License Annual Subscription	ES21_SAAS:E_RESTAPI_A	each	\$16,500.00	1	\$16,500.00
8					<b>Subtotal - EQUS Software Subscriptions:</b>	<b>\$18,600.00</b>
<b><u>EQUS Software Maintenance Agreement (SMA)</u></b>						
9	EQUS Annual SMA - <u>Perpetual Licenses</u> ; 25% of Item 5	ES21_OP:SMA_A				\$10,475.00
10	EQUS Annual SMA - <u>Subscription Licenses</u> ; 25% of Item 8	ES21_SAAS:Sub_SMA_A				\$4,650.00
11					<b>Subtotal - EQUS SMA:</b>	<b>\$15,125.00</b>
<b><u>EQUS Discounts</u></b>						
12	EQUS <u>Perpetual Licenses</u> Government Discount; 25% of Item 5	ES21_OP:Gov_Disc				(\$10,475.00)
13	EQUS <u>Subscription Licenses</u> Government Discount; 25% of Item 8	ES21_SaaS:Gov_Disc				(\$4,650.00)
14					<b>Subtotal - EQUS Software Discounts:</b>	<b>(\$15,125.00)</b>
<b>TOTAL PRICE QUOTATION (USD):</b>						<b>\$60,500.00</b>

(Applicable sales tax will be applied at time of invoicing, see Payment Terms)

**These Subscriptions are in effect as follows:** *First Day of Service Term* 10/01/22 *Last Day of Service Term* 09/30/23

### EQUS Software Maintenance Agreement (SMA) Benefits

- Must maintain Client in Good Standing (CIGS) status for Client to have the right to exchange EQUS Schemas with other CIGS. (Only CIGS may exchange EQUS Schemas.)
- Help Desk technical support by email, phone, or online meetings with EarthSoft's Customer Support Team as described in the EQUS EULA.
- New software releases will be available multiple times per year.
- Escalation procedures and access to EarthSoft Systems Engineers and Developers for difficult issues and other complex items.
- Access to EarthSoft Community Center: Online forums and documentation, EQUS Training resources, Data Dictionary, and other support information.
- Full Discounted Price License surrender credit for product upgrades and exchanges for other EQUS licenses; must not decrease the total portfolio value.
- Additional non-production database licenses are granted for use as specified in the EQUS Non-Production License Request Form for no additional charge.

### Terms of Service

Execution of this Price Quotation constitutes a legal agreement between Dakota County and EarthSoft to purchase the listed Products and Services as per these Terms of Service. All EQUS Software Products require acceptance and execution of the current EarthSoft Software EULA and all other applicable EarthSoft License Agreements. Reference to this Price Quotation in a Purchase Order (PO) also constitutes acceptance of and agreement to these Terms of Service by Dakota County.

Subject to the provisions of this Price Quotation, EarthSoft grants to Dakota County the Perpetual Internal End User Licenses listed above (EULA Appendix 1), including the Software Maintenance Agreement and all other listed Subscriptions for the period indicated.

Dakota County agrees to abide by all other terms, conditions and provisions of the EarthSoft End User License Agreement (EULA). For the avoidance of doubt, EarthSoft retains all rights of authorship, ownership and use of all intellectual property created, developed or derived by EarthSoft during the performance of EQUS support services. Additional EarthSoft services are available to Dakota County at EarthSoft's then current prices.

Dakota County hereby gives EarthSoft permission to list its name as a customer of EarthSoft for public relations, including, but not limited to: press releases, sales, marketing and business development purposes.

**EQUS Materials (Schema, source code, entity relationship diagrams, data dictionaries, and user access credentials) are proprietary, confidential, and EarthSoft's intellectual property and business information.**



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**Dakota County**

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### Payment Terms

EQUS Software, Support and Services fees are quoted to Dakota County net to EarthSoft, Inc., 9455 Pensacola Boulevard, Suite B, Pensacola, FL 32534-1237, and are exclusive of any and all taxes and fees of every sort; Dakota County is solely responsible for all sales tax, use tax, value-added tax, property tax, withholding tax, duties, customs, tariffs, shipping, handling and every other charge that may be lawfully assessed on this transaction at this time or anytime hereafter. Execution of this Price Quotation and/or issuance of an appropriate Purchase Order are required; an EarthSoft Invoice will be generated promptly upon receipt. Payment is due within 30 days of the date the Invoice is prepared; future Installment Payments, SMA and other Annual Subscription Fees are due in advance prior to the beginning of any Renewal Period. Recurring Automatic Payment by Credit Card will be posted one banking day prior to each Payment due date. A four-percent fee will be added to credit card payments. All fees are payable in US currency; currency conversions are calculated on the day the EarthSoft Invoice is prepared.

### Point(s) of Contact

**Accounts Payable POC: Please provide for proper billing and account setup. Invoices are delivered via email to the contact and email address listed below.**

- Name:
- Email:
- Phone and Fax:
- Address:
- Federal W-9 Required?
- Purchase Order Required?
- Purchase Order Number:
- Special Billing Instructions:

**Primary POC: Please provide the POC information for Technical & Help Desk Support**

- Name:
- Email:
- Phone and Fax:
- Address:

### Signatures

I hereby attest that I understand, accept and agree to the provisions of this Price Quotation; and that I am authorized by Dakota County to execute and enter into this agreement, effective as of the date that I sign it.			
<b>CLIENT</b>			<b>Date</b>
Sign			
Print			<b>Daniel M. Alexander</b>
Select:	Charge Card Invoice Now Invoice @ PO Receipt		<b>VICE PRESIDENT, SALES</b>
Dakota County			<b>EARTHSOFT, INC. June 15, 2022</b>

THE PRICES LISTED MAY CHANGE AT ANYTIME AFTER EXPIRATION OF PRICE QUOTATION IN SIXTY CALENDAR DAYS

Issued by: tjd