



ENTERPRISE LICENSE AGREEMENT
(E119G 06/2009)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Agreement No. 2011ELA8423

This Enterprise License Agreement including the documents listed below (collectively, "Agreement" or "ELA") is between City of Columbus ("City"), with its main offices located at 1111 East Broad Street, Columbus, Ohio 43205 and Environmental Systems Research Institute, Inc. ("Esri"), and is effective on December 15, 2011, (the "Effective Date"). This Agreement provides for the licensing and deployment of certain Esri Software, delivery of ELA maintenance, and provision of Esri International User Conference registrations and any additional services as specified herein.

This Agreement is comprised of the following documents which are incorporated herein by reference:

- 1. Enterprise License Agreement signature page(s), E119
2. Enterprise License Terms and Conditions, E512, including;
- Appendix A, Software and Deployment Schedule
- Appendix B, Enterprise License Fee Schedule
- Appendix C, City Annual Deployment Report
- Appendix D, ELA Points of Contact
- Appendix E, Tier 1 Help Desk Authorized Individuals
- Appendix F, Eligible Agencies
- Appendix G, Eligible Agency Acknowledgment Statement
3. License Agreement—Agreement No. 2011MLA8423
- General License Terms and Conditions, E200
- Esri Exhibit 1, Scope of Use, E300
Note: Licensee is defined on first page of item 2 above.

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by an authorized representative of each party.

ACCEPTED AND AGREED:

CITY OF COLUMBUS
(City)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ARTICLE 1—DEFINITIONS

All definitions in other parts of the ELA will have the same meaning in this Enterprise License Terms and Conditions. In addition, the following definitions apply to the ELA:

- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the Enterprise License Software (and its related keycodes/registration files), or its having been redistributed, by City, during the term of this ELA for installation and use by Licensee.
- "ELA Fee" means the fee set forth in Appendix B, ELA Fee Schedule.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri for Enterprise License Software and Rolled-In Software.
- "Eligible Agency" means the government entities (e.g., city, district, utility, board, or municipality) that are identified in Appendix F as eligible to participate under this ELA.
- "Enterprise License Software" means the Software (which includes Data, Web Services, and Documentation provided with the particular item as separately licensed) identified in Table A-1 and Table A-2 of Appendix A, Software and Deployment Schedule. Enterprise License Software does not include Unit-Priced Item(s) or Esri technology that may be embedded in third-party products purchased by Licensee.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" means the General License Terms and Conditions (E200) and Exhibit 1, Scope of Use (E300), referenced on the signature page of this ELA.
- "Licensee" means City and Eligible Agency. For avoidance of doubt, the definition of Licensee will not include consultants or contractors.
- "Rolled-In Software" means Software of the same type as Enterprise License Software that Licensee acquired for use prior to the Effective Date that is current on paid maintenance (as shown in Esri's customer service records) and that receives ELA Maintenance during the term of the ELA.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications specified in the most current applicable Esri U.S. Software Maintenance Program.
- "Tier 1 Help Desk" means City point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in its attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. Licensee's use of the Enterprise License Software is subject to the License Agreement and any additional terms set forth in this Article 2 and in Article 3 below. Rolled-In Software will be licensed in accordance with the License Agreement.

2.2 Beta License. Beta licenses are not available under this ELA as Enterprise License Software. Beta Software, Beta Data, and Beta Web Services, if requested and provided, will be licensed separately and individually under the terms of the License Agreement (see Beta License in Section 3.2 of the General License Terms and Conditions—E200) only. No other benefits, grants, or rights provided in this ELA shall apply or be provided/granted.

2.3 Consultant Access. Section 3.4, Consultant Access, of the General License Terms and Conditions—E200 in the License Agreement is modified to add the following restriction: Access to and use of any Enterprise License Software is restricted to use by consultants and contractors for the sole benefit of Licensee while (i) working on-site at Licensee's facilities; (ii) remotely accessing or using Enterprise License Software from Licensee's on-site computers or machines; or (iii) remotely accessing or using Enterprise License Software from a third party's computers or machines under contract to Licensee.

Licensee shall require consultant or contractor to discontinue access to and use of Enterprise License Software upon completion of work for Licensee.

2.4 City Responsibility. City shall remain primarily responsible to Esri for compliance by Licensees (including their users) with the terms and conditions of this ELA.

ARTICLE 3—SCOPE OF USE

There are additional Permitted Uses, Uses Not Permitted, and Restrictions for City and Licensee incorporated into this ELA. The Permitted Uses and Uses Not Permitted sections of the General License Terms and Conditions portion of the License Agreement are modified to include the additional term in Sections 3.1 and 3.2 below:

3.1 Additional Permitted Uses. The following additional Permitted Uses are hereby granted to City for the Enterprise License Software:

For the term of the ELA, City may copy and Deploy the Enterprise License Software to Licensees up to the quantities of licenses granted in Appendix A. No other Licensee has a right to copy (except as permitted in the License Agreement) or Deploy the Enterprise License Software.

3.2 Uses Not Permitted. In addition to the restrictions set forth in the License Agreement, the following Uses Not Permitted apply to the Enterprise License Software:

- a. City shall not transfer, redistribute, or Deploy the Enterprise License Software outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any.
- b. Licensee shall not use the Enterprise License Software outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any. Any such export will be subject to U.S. Export Control Regulation requirements of the License Agreement.
- c. Licensee shall not transfer, redistribute, or assign Enterprise License Software to any third party without prior Esri written permission.

3.3 Additional Restrictions Applicable to ELA and License Agreement. A new or additional Eligible Agency may not be added as an ELA participant or Licensee without the express prior written approval of Esri. Addition of an Eligible Agency may result in an increase in the ELA Fee.

ARTICLE 4—MAINTENANCE

4.1 ELA Maintenance. ELA Maintenance is included in the ELA Fee. Rolled-In Software and Enterprise License Software will receive ELA Maintenance, provided that standard maintenance is available for each item. ELA Maintenance includes benefits specified in the most current applicable Esri U.S. Software Maintenance Program document (found at www.esri.com/legal) as modified by this Section 4.1.

a. Tier 1 Support Provided by City

- (1) Tier 1 Help Desk will provide Tier 1 Support to all Licensees.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the Licensee. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
- (6) City may assign up to the quantity of named Tier 1 Help Desk individuals listed in Appendix B. These individuals will be identified in Appendix E and are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from the Tier 1 Help Desk individuals.
- (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
- (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) Esri shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not the Licensees.
- (5) When the Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the Licensee.
- (6) Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's Web site or, if requested, deliver them on media.

ARTICLE 5—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT REPORT

5.1 Purchase Orders, Delivery, and Deployment

- a. City shall issue a purchase order upon execution of the ELA and annually thereafter in accordance with the fee schedule in Appendix B. These fees will be due and payable within thirty (30) days of the anniversary date of the ELA, with the initial payment due within thirty (30) days of execution of the ELA.
- b. Upon receipt of the initial purchase order from City, Esri shall authorize City to download Enterprise License Software listed in Appendix A. Delivery of updates/new versions of Enterprise License Software will be made in the same manner. If requested by City, Esri will deliver a limited number of sets of backup media as provided in Appendix B to the ship-to address identified in Appendix D, ELA Points of Contact, FOB destination with shipping charges prepaid. City may purchase additional backup media sets at the prices in effect at the time of purchase. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. City acknowledges that Esri has a right to invoice, and City agrees to pay any such sales or use tax associated with receipt of tangible media.
- c. Esri shall provide registration/authorization numbers or access codes, as applicable, to activate the nondestructive copy protection program that enables the Enterprise License Software to operate or allow access.
- d. City shall track the Deployment status of Enterprise License Software.

5.2 Purchase Order Requirements

- a. Any purchase orders issued by City will reference, incorporate, and be subject to the terms and conditions of this ELA. No additional, conflicting, or different terms contained in a purchase order or ordering document will be binding. All orders and deliveries pertaining to this ELA will be processed through City's centralized point of contact.
- b. The following information will be included in each purchase order:
 - (1) Esri customer number and the ship-to address as identified in Appendix D.
 - (2) Purchase order number.
 - (3) Applicable annual payment due.
 - (4) On the face of the purchase order, print the following statement: "Governed by and subject to Enterprise License Agreement No. 2011ELA8423."

5.3 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this ELA, City shall provide a written report, as set forth in Appendix C, to Esri detailing all Deployments made. The report will be subject to audit by an authorized representative of Esri.

5.4 Esri International User Conference Registration. Esri shall provide Esri International User Conference registrations to City annually during the term of this ELA in the quantities set forth in Appendix B. City is responsible for distributing the registrations to Licensees. Third parties may not represent or attend on behalf of City or Eligible Agencies at any Esri International User Conference.

ARTICLE 6—POINTS OF CONTACT; NOTICES

6.1 Points of Contact. Each party shall identify points of contact for administrative and technical issues in Appendix D.

6.2 Notices. Except as set forth in Section 6.1, any notice, report, demand, or other communication will be properly given when made in writing in English and sent by courier; registered or certified airmail; or facsimile or other electronic transmission, and confirmed by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth above, until changed by notice in writing by either party hereto. If sent by courier or airmail, notice will be effective seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice will be effective upon receipt, provided confirmation is given as specified herein. Notices will be given at the following addresses:

To: Esri
380 New York Street
Redlands, CA 92373-8100
Attn.: Manager, Contracts and Legal Services

To: City
as listed in Appendix D

ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

7.1 Term. The term of the ELA will be for the period listed in Appendix B, commencing on the Effective Date unless this ELA is terminated earlier as provided herein.

7.2 Termination for a Material Breach. Esri may terminate this ELA for a material breach by Licensee. Licensee will be given a period of thirty (30) days from date of written notice to cure any material breach. Upon termination of this ELA by Esri for a material breach by Licensee, all licenses Deployed will also terminate, and the full amount of unpaid ELA Fees will be due and payable by City within thirty (30) days from the date of termination. Licensees shall uninstall, remove, and destroy all Enterprise License Software; training materials; and any whole or partial copies, modifications, or merged portions in any form. City shall deliver evidence of such destruction to Esri (e.g., certification letter). Licensee may continue to use Rolled-In Software, provided Licensee complies with the terms and conditions of the License Agreement. Further, Esri agrees that Licensee is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Licensee orders maintenance at time of ELA termination. Other items that may be included in this ELA such as EAP, Virtual Campus annual user license, access codes, Virtual Campus dollar credits, and Esri International User Conference registrations, will also terminate if this ELA is terminated.

7.3 Termination of a Particular Eligible Agency. Esri may elect to terminate the license rights of a particular Eligible Agency for material breach without terminating this ELA with City or other Eligible Agencies. The breaching Eligible Agency will be given a period of ten (10) days from date of written notice to cure any material breach. Upon the termination of the Eligible Agency, any licenses for Deployments provided to Eligible Agency will also terminate. City shall reasonably cooperate with Esri in termination of an Eligible Agency in material breach of this ELA, including enforcement of the ELA with respect to such Eligible Agency. There will be no reduction in the ELA Fee if an Eligible Agency's rights are terminated. The terminated Eligible Agency will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this ELA.

7.4 License Term and Use upon Expiration of ELA Term. Upon full payment of the ELA Fee and expiration of this ELA, the License Agreement will survive, and Licensee may continue to use the Deployed Enterprise License Software and Rolled-In Software in accordance with the terms and conditions set forth in the License Agreement. Licensee shall notify Esri of the quantity and type of licenses for which Licensee elects to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or Enterprise License Software upon expiration of the ELA, it lapses. If, at a later date, Licensee decides to reinstate maintenance, Licensee must pay maintenance reinstatement fees from the date of ELA expiration (e.g., back maintenance fees). City shall not Deploy additional copies of the Enterprise License Software beyond the quantities in use upon termination or as of the date of expiration.

7.5 Termination for Non-Appropriation of Funds or Lack of Funds. City's obligation to pay the amounts due for following fiscal years is contingent upon appropriation of funds for this ELA. City or Esri may terminate this ELA in the event such funding is not made available ("Lack of Funds"). If either party terminates for Lack of Funds, it will give the other party written notice of termination prior to the ELA anniversary date. In all cases, the effective date of the termination will be the last day of that payment period immediately prior to the annual anniversary date for the next payment.

Under no circumstances may City deploy additional copies of the Software, Data, or Documentation upon termination of the ELA for Lack of Funds.

In the event that the ELA is terminated for Lack of Funds the following conditions will apply:

- a. Licensee must uninstall, remove, and destroy all Deployed Software, Data, or Documentation and any whole or partial copies identified in Appendix A, Table A-2, however Licensee(s) may continue to use Rolled-In Software, subject to its compliance with the License Agreement;
- b. Licensee may continue to use Deployed Enterprise License Software, Data, or Documentation identified in Appendix A, Table A-1, provided:
 - i. Licensee shall report the quantity and types of Deployed Enterprise License Software identified in Appendix A, Table A-1, and Esri shall determine the quantity and type of Software, Data, or Documentation that Licensee may continue to use under the License Agreement terms. This determination will be based on multiplying the commercial list price of the Deployed Enterprise License Software identified in Table A-1 by the reported quantity and types and subtracting that amount from a portion of the ELA Fee amounts paid (portion of ELA Fee applicable to Enterprise License Software licenses identified in Table A-1 hereinafter referred to as "Offset Amount"). The Offset Amount will be calculated by adding the ELA Fee payments made and subtracting the commercial list price value of all components/elements included in the ELA (such as training, Virtual Campus, training workshops, Enterprise License Software Deployed from Table A-2, all EAP, and ELA Maintenance), except for Table A-1, Enterprise License Software, through the annual payment period in which this clause is exercised. The amount of ELA Maintenance to be subtracted will be calculated based on the quantity of Deployments as of the last day of the ELA annual period multiplied by the commercial list price of maintenance for each paid annual payment period. Thereafter, the quantity and type of Enterprise License Software that City desires to retain will be multiplied by its commercial list price, and the total value for the remaining quantities when added together will not exceed the Offset Amount.

Licensee shall uninstall, remove, and destroy Deployed Enterprise License Software valued in excess of the Offset Amount to reach an authorized quantity and type level. The remaining authorized quantities and types of software ("Remaining Software") will be licensed in accordance with the License Agreement; and
 - ii. Rolled-In Software licenses of the type identified in Table A-1 will not terminate and may be used at the version level they have been upgraded to at the time of termination. Use and licensing of Rolled-In Software licenses will be in accordance with the License Agreement.
- c. No refund will be provided to Licensee for payments made prior to termination.

Within thirty (30) days of termination of the ELA for Lack of Funds, City will document in writing to Esri the total quantity and type (e.g., Product) of Remaining Software and Rolled-In Software for which City desires to obtain maintenance, if any. Payment of maintenance fees for such Remaining Software and Rolled-In Software for which City wishes to have maintenance, if any, will be effective from the date of the ELA termination, provided that City allocates appropriate funds. Maintenance reinstatement fees will not be required for maintenance on Rolled-In Software that lapsed during the term of the ELA. Other items that may be included in this ELA such as EAP, Virtual Campus training access/VC dollar credits, and User Conference Registrations will also terminate if this ELA is terminated for Lack of Funds.

ARTICLE 8—CONFIDENTIALITY

8.1 Esri Confidential Information. Certain terms and conditions of this ELA are confidential and proprietary information of Esri. Except as provided herein, City shall not publish or disclose the ELA (or contents) to any third party without Esri's prior written consent. City may disclose portions or all of this ELA to an Eligible Agency provided such Eligible Agency is under an obligation of confidentiality to not publish or disclose this ELA (or contents) to any third party. Disclosure may be made only to those City or Eligible Agency employees and advisers of City (e.g., outside counsel or accountants) who have a need to know to perform their duties and have an obligation of confidentiality. City or Eligible Agency may only disclose the License Agreement and restrictions contained in the ELA to a contractor or consultant who has a need to know such information to perform work on behalf of City or Eligible Agency. No other portions of the ELA may be disclosed to a contractor or consultant. To the extent that any such disclosures may be required by law (such as an open/public records request), City shall inform Esri of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requestor, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

ARTICLE 9—RELATIONSHIP OF THE PARTIES

The ELA does not constitute a partnership, joint venture, or agency between Esri and City. Neither Esri nor City will hold itself out as such, nor shall Esri or City be bound or become liable because of any representation, action, or omission of the other.

ARTICLE 10—FORCE MAJEURE

If the performance of any obligation under this ELA is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 11—GIS STANDARD

City shall officially name Esri as its GIS standard and act as a reference for other Esri customers and potential customers as long as the ELA remains in effect. This ELA will not be construed or interpreted as an exclusive dealings agreement, and City and each Eligible Agency reserve the right to purchase from third parties any of their requirements for GIS software, or related services.

City agrees that Esri may publicize the existence of the ELA.

ARTICLE 12—ADMINISTRATIVE REQUIREMENTS

12.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services. Certain Esri partners are authorized to either embed limited portions of Esri technology or bundle Esri products or services with the partner's application or service under Esri's OEM or Solution OEM programs. Partner pricing and product bundling is independent of this ELA, and each partner markets under its own business model and pricing. Licensee shall not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based upon the availability of such Software, Data, Web Services, or Documentation as Enterprise License Software under this ELA. Licensee shall not be entitled to or seek to decouple Esri's technology or products/services from the partner's bundle or solution. In addition, such Software, Data, Web Services, Documentation, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

12.2 Conversion of Enterprise License Software—Limited Quantity or Unit-Priced Item. Newer or updated Enterprise License Software may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under a site or enterprise license. Esri reserves the right to exclude such newer or updated versions of the Enterprise License Software from the list of items eligible to be Deployed in unlimited quantities. Such items can be made available to City on a limited quantity basis or as Unit-Priced Item(s). In such event, Licensee may continue to use the older (previous) version Deployed, and Esri will provide Technical Support in accordance with the Esri Product Life Cycle Support Policy.

12.3 Obsolescence. During the term of this Agreement, some of the items listed in Appendix A may become obsolete or will no longer be commercially offered or may no longer be available for Deployment. Licensee may continue to use Enterprise License Software that has been Deployed, but support and upgrades for older items may not be available. ELA Maintenance and maintenance and availability of Enterprise License Software identified in Appendix A will be subject to each item's Product Life Cycle Support Status, which can be found at <http://resources.arcgis.com/content/product-life-cycles> by selecting the product type and clicking the Product Life Cycle link for specific product plans. Esri's Product Life Cycle Support Policy, available at <http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf>, covers the support phases and overall support plans.

ARTICLE 13—GENERAL PROVISIONS

13.1 The General Provisions and Limitations of Liability of the License Agreement will apply to the entire ELA. If there is a conflict among any of the other terms and conditions in the various documents, the order of descending precedence will be as follows: (1) E119 Signature Page, (2) E512 ELA Terms and Conditions, (3) E300 Scope of Use, and (4) E200 General License Terms and Conditions. In the event this ELA includes Enterprise Advantage Program, the terms and conditions of the Enterprise Advantage Program Addendum will take precedence over the provision of the ELA with respect to the Enterprise Advantage Program. Except as otherwise expressly provided herein, any amendment or Addendum to this ELA must be in writing and signed by an authorized representative of each party.

13.2 Survival of Certain ELA Clauses. The provisions of Section 7.4 and Article 8 of this Enterprise License Terms and Conditions document (E512) will survive the expiration or termination of this ELA.

**APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE**

City may Deploy the Enterprise License Software up to the total quantity of licenses indicated below to Licensees during the term of this ELA.

**Table A-1
Enterprise License Software—Unlimited Quantities**

Item	Total Qty./Seats to Be Deployed
Desktop Software (Single and concurrent use)	
ArcView	Unlimited
ArcEditor*	Unlimited
ArcInfo	Unlimited
Desktop Extension Software	
(3D Analyst, Spatial Analyst, Geostatistical Analyst, Maplex, ArcGIS Publisher, ArcGIS Network Analyst, Schematics and ArcGIS Workflow Manager, Production Mapping) Single and Concurrent Use	Unlimited
Server Software and Extensions	
(ArcGIS Server (basic, standard, advanced / workgroup and enterprise), ArcIMS)	Unlimited
(3D Analyst, Spatial Analyst, Network Analyst, Geostatistical Analyst, Schematics, and Image)	Unlimited
Development Tool	
ArcGIS Engine Runtime Deployments	Unlimited
ArcGIS Engine Runtime extensions (Spatial, 3D, Network, Geodatabase Update)	Unlimited

Note: *) Esri Home Use Program: Licensee may purchase an annual ArcEditor and selected extensions through the Esri Home Use Program for an annual fee of \$50 each for personal non-commercial use on home computers during the term of the ELA. Such ArcEditor purchases may not be made through or under the terms of this ELA and is licensed directly between the Licensee and Esri fees shall be paid directly to Esri by Licensee.

**Table A-1-A
City Rolled in Software**

Products	Qty Licenses
ArcGIS Data Reviewer	3

**Table A-2
Enterprise License Software—Limited Quantities**

Item	Rolled-In Qty. (if applicable)	Qty./Seats to Be Deployed	Total
ESRI Developer Network (EDN) Annual Subscriptions.	3		3

**APPENDIX B
ELA FEE SCHEDULE**

The ELA Fee is **\$ 567,167**. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance, Esri and International User Conference registrations.

Payment Terms:

The 1st Term payment is due and payable on execution of the ELA. Payments for Years 2 and 3 will be due and payable within 30 days of each anniversary date of this ELA.

	1st Year Term*	2nd Year Term*	3rd Year Term	Total ELA Fee
Payments	\$235,167.	\$166,000.	\$166,000.	\$567,167.

Notes: *1st Year Term is for 16 Months beginning with the Effective Date ending April 14, 2013.
An estimated maintenance credit of \$32,466 may be applied to 1st Year term. The estimated adjusted fee will be \$202,701.

*2nd Year Term is for 12 Months beginning on April 15, 2013, ending April 14, 2014

*3rd Year Term is for 12 Months beginning on April 15, 2014, ending April 14, 2015

Invoicing:

Number of Esri International User Conference Registrations per Year	5
Number of Tier 1 Help Desk Individuals	5
Number of Sets of Backup Media, if Requested	3
Term of ELA pursuant to Section 7.1	3
Limited Tech Support for Geoportal during term of the ELA	

**APPENDIX D
ELA POINTS OF CONTACT**

Either party may change its point of contact by written notice to the other party.

1. Esri point of contact for order processing issues:

Name: Customer Service
Esri Redlands
380 New York Street
Redlands, CA 92373-8100
E-mail: service@esri.com
Phone: 888-377-4575
Fax: 909-307-3083

2. Esri contact for Tier 2 Support issues:

E-mail: support@esri.com
Phone: 909-793-3774 (domestic U.S. only)
Fax: 909-792-0960
Web: support@esri.com

3. City centralized point of contact for order release and administrative issues:

Name: _____
E-mail: _____
Phone: _____
Fax: _____

4. All deliverables to City will be shipped to the address listed below:

City Office: _____
Name: _____
Address: _____

5. All notices to City will be mailed to the address listed below:

City Office: _____
Name: _____
Address: _____

APPENDIX E
TIER 1 HELP DESK AUTHORIZED INDIVIDUALS

Below are named Tier 1 Help Desk individuals authorized to seek Tier 2 Support from Esri. Substitutes/Changes to Tier 1 Help Desk authorized individuals may be made by written notice to Esri.

1. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

4. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

2. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

5. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

3. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

**APPENDIX F
ELIGIBLE AGENCIES**

1. Eligible Agency Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

2. Eligible Agency Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

APPENDIX G

Prior to any Deployment to an Eligible Agency, City shall require each such entity to be contractually bound to applicable terms and conditions by executing an Eligible Agency Acknowledgment Statement. City shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against City or an individual Eligible Agency for material breach. Only City has a right to Deploy the Enterprise License Software identified in Appendix A of the ELA.

ELIGIBLE AGENCY ACKNOWLEDGMENT STATEMENT

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Printed Name: _____

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GENERAL LICENSE TERMS AND CONDITIONS
(E200 04/19/2010)

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**EXHIBIT 1
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(E300 09/29/2011)**

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- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Runtime (1, 15, 18, 33, 35, and 59)
- ArcGIS Runtime SDK (1, 15, 18, 33, 35, and 60)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
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 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS for INSPIRE (7, 8, 33, and 35)
 - ArcGIS Server Geoportals Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, and 35)
- ArcIMS
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 - Desktop (1 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, 45, and 48)
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- Esri Business Analyst Server Developer (Canadian Edition) (3, 6, 25, 33, 35, 36, and 51)
- Esri CityEngine (either 1 or 2 and 44)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri File Geodatabase API (47)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportals Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Portal for ArcGIS (5, 6, 31, 33, 61, 62, and 63)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Esri Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)
- Esri Business Analyst Online Mobile (1, 6, 25, 33, 48, 56, 57, and 58)
- Esri Community Analyst (6, 25, 33, 48, 56, 57, and 58)
- Esri MapStudio (6, 25, 33, 34, 35, and 56)
- Esri Redistricting Online (6, 25, 33, 34, and 35)

Data

- Data with ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
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- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

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