



Quotation # 20394951

Date: October 21, 2011

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
1085 Beecher Crossing N.

Suite A
Gahanna, OH 43230

Phone: (614) 933-8698 Fax: (614) 933-9258
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 122122 Contract #

CITY OF COLUMBUS
TECHNOLOGY DEPT
1111 E BROAD ST
COLUMBUS, OH 43205

ATTENTION: Nicole Woodward
PHONE: (614) 645-0786
FAX: (614) 645-0544

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/21/2011 To: 01/19/2012*

Material	Qty	Description	Unit Price	Total
108403	1	Enterprise License Agreement - Term 1: December 15, 2011 to April 14, 2013	235,167.00	235,167.00
108403	1	Enterprise License Agreement - Term 2: April 15, 2013 to April 14, 2014	166,000.00	166,000.00
108403	1	Enterprise License Agreement - Term 3: April 15, 2014 to April 14, 2015	166,000.00	166,000.00
			Item Total:	567,167.00
			Subtotal:	567,167.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$567,167.00

*Please see accompanying letter for terms and conditions, products included in the Enterprise License Agreement, and other pertinent information.

Payment for term 1 of the ELA will be invoiced upon receipt of purchase order and signed contract. Terms 2 and 3 will be invoiced in subsequent years.

City of Columbus will receive an estimated maintenance credit of \$32,466 which may be applied to the first term invoice of the ELA; the estimated credit amount is based on a December 15, 2011 execution of the ELA contract and receipt of a purchase order. The Purchase Order for ELA Term One must include a line item for the full annual ELA fee of \$235,167. The PO may include a second line item reflecting total estimated credit of \$32,466. The PO may therefore reflect the estimated net fee for ELA Term One of \$202,701.

Termination for Lack of Funds. Licensee's obligation to pay the amounts due for following fiscal years is contingent upon appropriation of funds for this ELA. Licensee 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 shall be the last day of that payment period immediately prior to the annual anniversary date for the next payment.

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

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Anna Sokol	Email: asokol@esri.com	Phone: (614) 933-8698 x5504
Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.		
<i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i>		



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In the event that the ELA is terminated for Lack of Funds the following conditions shall 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, 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 shall be based on the value of the software Deployed at commercial list prices against a portion of the amounts paid (portion of ELA Fee applicable to Enterprise License Software licenses identified in Table A-1). Licensee shall uninstall, remove, and destroy the Deployed Enterprise Software in excess of the authorized quantities and types. The remaining authorized quantities and types of software ("Remaining Software") shall be licensed in accordance with the License Agreement; and
- ii. Rolled-In Software licenses of the type identified in Table A-1 shall 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 shall 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, Licensee will document in writing to ESRI the total quantity and type (e.g., Product) of Remaining Software and Rolled-In Software for which Licensee desires to obtain maintenance, if any. Payment of maintenance fees for such Remaining Software and Rolled-In Software for which Licensee wishes to have maintenance, if any, will be effective from the date of the ELA termination, provided that Licensee allocates appropriate funds. Maintenance reinstatement fees shall 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 shall also terminate if this ELA is terminated for Lack of Funds

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BY SIGNING BELOW YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your maintenance, you will become ineligible for maintenance benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your maintenance coverage at a later date.

This quotation is subject to the terms set forth herein and the terms of your agreement with Esri, if any, or as otherwise provided by Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal Government entities and prime contractors buying under GSA pricing/terms are subject to Esri's Federal Supply Schedule GS-35F-5086H. Acceptance is limited to terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer. All terms of this quotation as referenced above shall be incorporated into and are part of any further or additional agreement regarding Esri's software data, web services, training, services and maintenance.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue an invoice for the items included in the above quote in the amount of: \$ _____, plus sales taxes if applicable. (Note: Shipping costs are subject to change.)

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

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

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (Esri).

To expedite your order, please reference the quotation number on your purchase order.

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., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, web-enabled services, subscriptions, professional services or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media, or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

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After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

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DELIVERY

FOB Redlands, CA, USA

Software: Allow thirty (30) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

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

Note: Standard delivery method is ground or two (2)-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 thirty (30) days, on approved credit. Orders less than eight hundred dollars (\$800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES

This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.