



November 20, 2014

Shoreh Elhami
Citywide GIS manager
City of Columbus
1111 E Broad St
Columbus, OH 43205

Dear Ms. Elhami,

As we near the end of your existing Enterprise License Agreement (ELA) term for the City of Columbus, we are pleased to provide you with the following proposal for an ELA renewal. This letter includes ELA pricing and key business terms and conditions for renewing the Esri Enterprise License.

The ELA renewal with Columbus will be for three years and will grant the City unlimited access to the Esri products listed below, including maintenance on all software for the term of the agreement. The agreement will be effective beginning on the anniversary date of the existing ELA and requires a firm three-year commitment.

Columbus has been a long time client of Esri with an integral GIS user community. Although the City has deployed a considerable amount of Esri technology, our work with other large organizations indicates that there is significant potential to apply GIS to many additional technical, business, and mission-critical areas across the City. For these reasons, we believe the City will continue to benefit from the ELA which will provide numerous benefits including:

- Unlimited access to core technology supporting authoritative data creation, management, and dissemination to support management, planning and decision support;
- Substantially reduced administrative and procurement expenses;
- Standardized budget over the term of the agreement;
- Flexibility to deploy the necessary software products when and where needed.

Proposed payment terms for the software maintenance and software deployment ELA are as follows.

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Total</u>
Total Annual Fee*	\$210,000	\$210,000	\$210,000	\$630,000

Esri products and services that Columbus will have access during the term of this agreement are:

- **Esri ArcGIS for Desktop** (ArcGIS for Desktop (Basic, Standard, Advanced) Single and Concurrent Use
- **Esri ArcGIS for Desktop Extensions** (3D Analyst, Spatial Analyst, Geostatistical Analyst, Publisher, Network Analyst, Data Reviewer, Schematics and Workflow Manager) Single and Concurrent Use

- **Esri ArcGIS for Server** (ArcGIS for Server (Basic, Standard, Advanced) Workgroup and Enterprise)
- **Esri ArcGIS for Server Extensions** (3D Analyst, Spatial Analyst, Network Analyst, Data Reviewer, GeoEvent Processor, Geostatistical Analyst, Schematics, Image, and Workflow Manager)
- **ArcGIS Engine**
- **ArcGIS Engine extensions:** ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst (single and concurrent use)
- **ArcGIS Runtime**
- **ArcGIS Runtime extensions:** ArcGIS 3D Analyst, ArcGIS Network Analyst, and ArcGIS Spatial Analyst (single use)
- **Mapping and Charting Solutions:** Production Mapping (Single and Concurrent Use)

Also included in the ELA are:

- **1 – ArcGIS Online Subscription; including unlimited named users and 15,000 AGOL Service Credits per year**
- **2 ESRI Developer Network (EDN) Standard Annual Subscriptions.**
- **2 - Level 1 Community Analyst Subscription; which includes up to 5 Named Users (*to be used with ArcGIS Online*)**
- **1 – Subscription to GeoPlanner for ArcGIS (1 named user to be used with ArcGIS Online)**
- **1 – Esri CityEngine Advanced CU**
- **12 – ArcPad Licenses**

The following key business terms and conditions will apply:

- Any software products identified in this proposal that Columbus has previously deployed will be regarded as current on maintenance throughout the term of the agreement.
- Products and services included in this proposal may only be deployed and used within the United States.
- Esri technology that may be embedded in third-party products purchased by the City is not included under this agreement.
- If the City wishes to acquire and/or maintain Esri products, services, or training that are not included in this proposal during the term of the agreement, they may do so-via the current Ohio State Term Schedule.
- Columbus will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The 2015 payment will be due within 30 days of contract execution. Payments for subsequent terms will be due within 30 days of the anniversary date of the contract.
- The City will establish a Tier 1 support center to field calls from internal users of Esri products and may designate up to five (5) individuals who may directly contact Esri for Tier 2 technical support.
- Columbus will provide an annual report of installed products to Esri.
- Esri products that the City is eligible to use will be provided as they become available.
- Esri shall authorize Columbus to download ELA Software or if requested by the City will deliver up to 3 sets of backup media. If backup media delivery is specified, Esri shall ship the backup

media to the ELA Central Point of Contact. Additional backup media sets can be purchased at the prices in effect at the time of purchase.

- Columbus will act as an Esri reference site, and will permit Esri to publicize the City's use of Esri products.
- Columbus will receive (eight) 8 complementary annual registrations to the Esri International User Conference.
- The fee and benefits offered in this ELA proposal are contingent upon the City's acceptance of Esri's standard licensing terms and conditions and the terms of the ELA.
- The details of this agreement will be confidential and may not be disclosed by the contracting parties.

We realize that the City of Columbus is in the process of planning and evaluating future GIS expenditures, software usage, application development activities, and other items related to this ELA. Please consider this document as a starting point to define a mutually-beneficial agreement.

Esri and the City have a long and rich history working together. I appreciate the opportunity to present you with this proposal that I believe will bring great benefits to your organization. Thank you very much for your consideration.

Please note that this offer is good thru the existing ELA term.

Best regards,

A handwritten signature in black ink that reads "John G. Borisenko Jr." The signature is written in a cursive style with a large, looped initial 'J'.

John G. Borisenko, Jr
Regional State & Local Government Manager, Esri