

# Enterprise Agreement



## Enterprise Agreement No. 00294939.0

This Enterprise Agreement, including the documents listed below ("EA"), is between the **City of Columbus** ("**City**"), with its main offices located at 1111 East Broad Street, Columbus, Ohio 43205, and **Environmental Systems Research Institute, Inc.** ("**Esri**"), with an Effective Date of April 15, 2021. This EA provides for the licensing and Deployment of certain EA Products, delivery of EA Maintenance, and provision of Esri User Conference registrations and any additional services as specified herein.

This EA is composed of the following documents, which are incorporated herein by reference:

1. Enterprise Agreement signature page(s)
2. Enterprise License Terms and Conditions, including
  - Appendix A—Products and Deployment Schedule
  - Appendix B—EA Fee Schedule
  - Appendix C—EA Points of Contact
3. Master Agreement No. 00243778.0 (formerly 2011MLA8423)

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

This EA 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 EA 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: \_\_\_\_\_

## ENTERPRISE AGREEMENT TERMS AND CONDITIONS

### ARTICLE 1—DEFINITIONS

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

- "Case(s)" means a failure of Products to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "Customer(s)" means City. For avoidance of doubt, the definition of Customer will not include consultants or contractors. Customer(s) must not include persons or entities ineligible to receive or have access to Esri products or services by operation of law, including US export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.
- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the EA Products (and their related keycodes/registration files), or their having been redistributed, by City during the term of this EA for installation and use by Customer.
- "EA Fee" means the fee set forth in Appendix B—EA Fee Schedule.
- "EA Maintenance" means Tier 2 Support, updates, and patches provided by Esri for EA Products and Rolled-In Software.
- "EA Products" means the Products identified in Tables A-1 and A-2 of Appendix A—Products and Deployment Schedule. EA Products do not include Unit-Priced Item(s) or Esri technology that may be embedded in third-party products purchased by Customer.
- "Effective Date" means the date the EA commences and the start date for all licenses, regardless of when an Ordering Document is provided by Customer.
- "Master Agreement" means the applicable master agreement incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment, or (ii) a signed master agreement between Esri and Customer that supersedes such electronically acknowledged master agreement.
- "Rolled-In Software" means Products (excluding Term licenses or subscriptions) of the same type as EA Products that Customer acquired for use prior to the Effective Date, that are current on paid maintenance (as shown in Esri's customer service records), and that receive EA Maintenance during the term of the EA. If this EA is extended or renewed, Rolled-In Software shall include EA Products Deployed prior to the then-current renewal period.
- "Technical Support" means a process to attempt to resolve reported Case(s) through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Product corrections or modifications specified in the most current applicable Esri Maintenance and Support Program.
- "Tier 1 Help Desk" means City's point of contact from which all Tier 1 Support will be given to Customer.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Customer in the attempted resolution of reported Case(s).
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.
- "Unit-Priced Item(s)" means separately orderable Products or maintenance that is available subject to a per-unit license fee, subscription fee, or maintenance fee.

### ARTICLE 2—GRANT OF LICENSE

**2.1 Grant of License.** During the term of this EA, Customer's use of the EA Products is subject to the Master Agreement and any additional terms set forth in this EA. Rolled-In Software will be licensed in accordance with the Master Agreement.

**2.2 Beta License.** Beta licenses are not available under this EA as EA Products.

### ARTICLE 3—SCOPE OF USE

**3.1 Additional Permitted Uses.** For the term of the EA, City may copy and Deploy the EA Products to Customers up to the quantities of licenses granted in Appendix A. No other Customer has a right to copy (except as permitted in the Master Agreement) or Deploy the EA Products. City may transfer, redistribute, or Deploy the

EA Products within the continental United States; Hawaii; Alaska; and US territories, excluding Puerto Rico and the US Virgin Islands.

### 3.2 Uses Not Permitted

- a. Customer shall not use the EA Products 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 US Export Control Regulation requirements of the Master Agreement.
- b. Customer shall not transfer, redistribute, or assign EA Products to any third party without the prior written permission of Esri.

**3.3 Additional Restrictions Applicable to EA and Master Agreement.** A new eligible agency may not be added as an EA participant or Customer without the express prior written approval of Esri. Addition of an eligible agency may result in an increase in the EA Fee.

**3.4 Consultant Access.** Customer's consultants or contractors may use EA Products in accordance with the Master Agreement. Customer may not permit its consultants or contractors to install EA Products on consultant, contractor, or third-party computers or remove EA Products from Customer locations except for the purposes of hosting the EA Products on contractor servers for the benefit of Customer.

## ARTICLE 4—MAINTENANCE

**4.1 EA Maintenance.** EA Maintenance is included in the EA Fee. Rolled-In Software and EA Products will receive EA Maintenance, provided that standard maintenance is available for each item. EA Maintenance includes benefits specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>) as modified by this Section 4.1.

### a. Tier 1 Support Provided by City

- (1) The Tier 1 Help Desk will provide Tier 1 Support to all Customers.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Products 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 Case(s). Tier 1 Support analysts shall obtain a full description of each reported Case and the system configuration from Customer. This may include obtaining any customizations, code samples, or data involved in the Case. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Case(s).
- (5) If the Tier 1 Help Desk cannot resolve a Case, 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 available to Customer.
- (6) City may assign named Tier 1 Help Desk individuals up to the quantity listed in Appendix B. These individuals will be identified through the My Esri portal and will be 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 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 the 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 Case(s) submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not Customer.
- (5) When a Case 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 Customer.

- (6) Esri may, at its sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website or, if requested, deliver them on media.

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

### **5.1 Purchase Orders, Invoicing, Delivery, and Deployment**

- a. Esri does not require City to issue purchase orders and will invoice City for the initial payment upon the Effective Date of the EA. Subsequently, Esri may submit invoices up to thirty (30) days before (i) the payment date shown in Appendix B or, (ii) if no payment dates are shown, the anniversary dates of the EA. City may submit purchase orders in accordance with its own process requirements. If City issues purchase orders, then City will submit its initial purchase order upon execution of this EA and any subsequent purchase order at least thirty (30) days before the anniversary date. Invoices will be due and payable within thirty (30) days of invoice.
- b. Any purchase orders that City issues will reference, incorporate, and be subject to the terms and conditions of this EA. Additional or conflicting terms in any purchase orders, invoices, or other documents exchanged during the ordering process, other than the terms of this EA, Product or Service descriptions, quantities, pricing, and delivery instructions, are void and of no effect. City will process all orders and deliveries pertaining to this EA through City's centralized point of contact.
- c. City will include the following information in each purchase order:
  - (1) Esri customer number, the ship-to address, and bill-to address as identified in Appendix C.
  - (2) Purchase order number.
  - (3) Applicable annual payment due and name of Customer. For Unit-Priced Items, the name of the product and quantity.
  - (4) On the face of the purchase order, the following printed statement: "Governed by and subject to Enterprise Agreement No. 00294939.0."
- d. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables City to download, operate, or allow access to the EA Products listed in Appendix A.
- e. Delivery of updates/new versions of EA Products 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 C—EA 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. Esri may invoice for and City agrees to pay any such sales or use tax associated with receipt of tangible media.
- f. City shall track the Deployment status of EA Products.
- g. Esri reserves the right to suspend Customer's access to and use of EA Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the overdue balance.

**5.2 Annual Report of Deployments.** At each anniversary date and ninety (90) days prior to the expiration date of this EA, City shall provide Esri a written report, in the form provided by Esri, detailing all Deployments made, including preexisting and Rolled-In Software (each a "Deployment Report"). The report will be subject to audit by an authorized representative of Esri.

**5.3 Esri User Conference Registration.** Esri shall provide Esri User Conference registrations to City annually during the term of this EA in the quantities set forth in Appendix B. City is responsible for distributing the registrations to Customers. Third parties may not represent or attend on behalf of Customer at any Esri User Conference.

## **ARTICLE 6—POINTS OF CONTACT; NOTICES**

**6.1 Points of Contact.** In Appendix C, each party shall identify points of contact for administrative and technical issues.

**6.2 Legal Notices.** Except as otherwise set forth in this EA, any notice, report, demand, or other communication will be made in writing in English; sent by courier, registered or certified airmail, or facsimile or other electronic transmission; and confirmed when sent by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth below, until changed by notice in writing by either party hereto. If sent by courier or airmail, notice will be effective upon the earlier of confirmed receipt or seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice will be effective one (1) business day from the date of transmission, provided confirmation of receipt is made. Notices will be given at the following addresses:

To: Esri  
380 New York Street  
Redlands, CA 92373-8100  
Attn.: Director of Contracts and Legal  
Fax: 909-307-3020  
Email: [legalnotices@esri.com](mailto:legalnotices@esri.com)

To: City  
as listed in Appendix C

## **ARTICLE 7—TERM, TERMINATION, AND EXPIRATION**

**7.1 Term.** The term of the EA will commence on the Effective Date and be for the period listed in Appendix B unless this EA is terminated earlier as provided herein.

**7.2 Termination for a Material Breach; Convenience.** Esri may terminate this EA for a material breach by Customer. Customer will be given a period of thirty (30) days from date of written notice to cure any material breach. Upon termination of this EA by Esri for a material breach by Customer, all licenses Deployed will also terminate, and the full amount of unpaid EA Fees will be due and payable by City within thirty (30) days from the date of termination. Customers shall uninstall, remove, and destroy all EA Products; 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). Customer may continue to use Rolled-In Software, provided Customer complies with the terms and conditions of the Master Agreement. Further, Esri agrees that Customer is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Customer orders maintenance at time of EA termination. Other items that may be included in this EA—such as Advantage Program, access codes, and Esri User Conference registrations—will also terminate if this EA is terminated. This EA may not be terminated for convenience.

**7.3 License Term and Use upon Expiration of EA Term.** Upon full payment of EA Fee and expiration of this EA, the Master Agreement will survive, and Customer may continue to use the Deployed EA Products included in the final Deployment Report and Rolled-In Software in accordance with the terms and conditions set forth in the Master Agreement. Customer shall notify Esri of the quantity and type of licenses for which Customer elects to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or EA Products upon expiration of the EA, it lapses. If, at a later date, Customer decides to reinstate maintenance, Customer must pay maintenance reinstatement fees from the date of EA expiration (i.e., back maintenance fees). Customer may only purchase standard maintenance or reinstate maintenance on licenses that were included in the final Deployment Report. City shall not Deploy additional copies of the EA Products beyond the quantities in use upon termination or as of the date of expiration.

**7.4 Termination for Non-Appropriation of Funds or Lack of Funds.** City obligation to pay the amounts due under this EA may be contingent upon appropriation of funds for this EA ("**Lack of Funds**"). Either party may terminate this EA for Lack of Funds by providing a written termination for Lack of Funds notice no less than sixty (60) days prior to the next annual EA payment. In all such cases, the effective date of the termination will be the last day of the EA year for which City has paid.

Under no circumstances may City deploy additional copies of the EA Products upon termination of the EA for Lack of Funds.

- a. City may retain a combination of some or all of the perpetual Deployed EA Products and all Rolled-In Software of like products identified in Appendix A, subject to the following conditions:

- i. City will report the quantity and types of EA Products Deployed as of the termination date;
  - ii. Esri will calculate the aggregate value of EA Products Deployed, excluding Online Services or term-based Products, at then-current list price, plus the aggregate cost of maintenance for the Deployed EA Products and Rolled-In Software (collectively, the "Deployed EA Value");
  - iii. Esri will deduct the value of all other deliverables, including but not limited to Online Services, term based Products training, virtual campus, workshops, and services, provided as part of this EA from the total EA Fees paid by City, as set forth on Appendix B, at the date of termination, ("Remaining Value");
  - iv. If the Deployed EA Value is less than or equal to the Remaining Value, City may retain all Deployed perpetual EA Products and Rolled-In Software at the maintenance version current as of the date of termination. No refund will be provided to City for unused fees.
  - v. If the Deployed EA Value is greater than the Remaining Value, City will inform Esri of the quantities of Deployed EA Products and Rolled-in Software that it will retain at the maintenance version current as of the date of termination, such that the aggregate Software and maintenance does not exceed the Remaining Value. City will uninstall, remove and destroy all Deployed EA Products not retained. Rolled-In Software not retained at current maintenance will revert to the version that was current as of the start date of the EA term.
- b. After termination, City must immediately uninstall, remove and destroy all Deployed EA Products not retained. All subscriptions, User Conference Passes, Training and other services will end at termination. Rolled-In software not retained at current maintenance will revert to the version that was current as of the start date of the EA term.

Within thirty (30) days of termination of the EA for Lack of Funds, City will document in writing to Esri the total quantity and type of Products for which City desires to obtain maintenance, if any. Payment of maintenance fees will be effective from the date of the EA termination. City's use of any retained Products and Rolled-In Software following termination of the EA Agreement will be in accordance with the License Agreement. If at a future date City chooses to renew its Rolled-In Software or any other retained Products, City will be required to pay maintenance retroactive to the date of termination in order to receive the most current version and support.

## **ARTICLE 8—CONFIDENTIALITY**

**8.1 Esri Confidential Information.** Certain terms and conditions of this EA are confidential and proprietary information of Esri. Except as provided herein, City shall not publish or disclose the EA (or contents) to any third party without Esri's prior written consent. Disclosure may be made only to those City employees, contractors, or consultants of Customer (e.g., outside counsel or accountants) who have a need to know to perform their duties or work on behalf of Customer, and have an obligation of confidentiality. No other portions of the EA 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 requester, 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 EA 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 EA 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, cyber attack, 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 EA remains in effect. This EA will not be construed or interpreted as an exclusive dealings agreement, and Customer reserves 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 EA.

## **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 EA, and each partner markets under its own business model and pricing. Customer shall not be entitled to or seek any discount from the OEM partner or Esri, directly or indirectly, as a result of or based on the availability of such Products as EA Products under this EA. Customer 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 Products or any component thereof included in the OEM software program or product, will be licensed through the Master Agreement provided by the OEM partner and not through this EA.

**12.2 EA Products—Limited Quantity or Unit-Priced Items.** Esri reserves the right to exclude new Products from uncapped Deployment. New Products 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. Such items can be made available to City on a limited-quantity basis or as unit-priced items.

**12.3 Obsolescence.** During the term of this EA, some of the items listed in Appendix A may become obsolete, will no longer be commercially offered, or may no longer be available for Deployment. Customer may continue to use EA Products that have been Deployed, but support and upgrades for older items may not be available. EA Maintenance and maintenance and availability of EA Products identified in Appendix A will be subject to each item's Product Life Cycle Support Status and Esri's Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle> by selecting the product type and clicking the Product Life Cycle link for specific product plans.

## **ARTICLE 13—GENERAL PROVISIONS**

**13.1** If there is a conflict among any of the terms and conditions in the various documents, the order of descending precedence will be as follows: (1) Signature Page, (2) Enterprise License Terms and Conditions, (3) Master Agreement. For the avoidance of doubt, Article 7—Term, Termination, and Expiration of this EA supersedes any termination language in the Master Agreement with respect to all Products and Services provided under this EA. If Customer subscribes to the Advantage Program, the Advantage Program terms and conditions take precedence over the provisions of this EA with respect to products or services provided under Advantage Program. Except as otherwise expressly provided herein, any amendment or addendum to this EA must be in writing and signed by an authorized representative of each party.

**13.2 Survival of Certain EA Clauses.** The provisions of Section 7.3 and Article 8 of this Enterprise License Terms and Conditions document will survive the expiration or termination of this EA.

**APPENDIX A  
PRODUCTS AND DEPLOYMENT SCHEDULE**

City may Deploy the EA Products up to the total quantity of licenses indicated below to Customer during the term of this EA.

**Table A-1  
EA Products—Uncapped Quantities**

<b>Product</b>	<b>Total Qty. to Be Deployed</b>
ArcGIS Desktop: ArcGIS Desktop Advanced, Standard, and Basic (Single Use and Concurrent Use)	Uncapped
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (Single Use and Concurrent Use)	Uncapped
ArcGIS Enterprise: ArcGIS Enterprise and Workgroup (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, and Basic	Uncapped
ArcGIS Monitor	Uncapped
ArcGIS Enterprise Additional Capability Server: ArcGIS Image Server and ArcGIS GeoEvent Server	Uncapped
ArcGIS Engine	Uncapped
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	Uncapped
ArcGIS Runtime Advanced	Uncapped
ArcGIS Runtime Analysis Extension	Uncapped



**Table A-2  
EA Products—Capped Quantities**

<b>Item</b>	<b>Rolled-In Qty. (if applicable)</b>	<b>Qty. to Be Deployed</b>	<b>Total</b>
ArcPad	12	--	12
ArcGIS GeoAnalytic Server (4-core)	--	1	1
ArcGIS Community Analyst Web App Online (Term)	--	15	15
GeoPlanner for ArcGIS Online (Term)	--	1	1
Drone2Map for ArcGIS Online (Term)	--	1	1
Insights in ArcGIS Online (Term)	--	21	21
ArcGIS Urban Suite (Term)	--	5	5
Navigator for ArcGIS Online (Term)	--	60	60
Tracker for ArcGIS Online (Term)	--	2	2
ArcGIS Utility Network Service User Type Extension for ArcGIS Enterprise (Term)	--	25	25
Esri Redistricting Online (Term)	--	2	2
ArcGIS Developer Professional Subscription	--	2	2
ArcGIS Hub Premium Unlimited Term License for Population Less than 1,000,000	--	1	1

<b>Product</b>	<b>Number of Subscriptions</b>	<b>Named Users per Subscription</b>	<b>Annual Credits per Subscription</b>
ArcGIS Online Subscription	1	2,500 Creator	325,000

<b>Product</b>	<b>User Types</b>
ArcGIS Enterprise	500 Creator

**APPENDIX B  
EA FEE SCHEDULE**

The EA Fee is \$1,200,000. The EA Fee is in consideration of the EA Products, EA Maintenance, and Esri User Conference registrations.

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>EA Fee</b>
<b>Payments</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$1,200,000</b>

<b>Number of Esri User Conference Registrations per Year</b>	<b>12</b>
<b>Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support</b>	<b>5</b>
<b>Number of Sets of Backup Media, if Requested</b>	<b>3</b>
<b>Term of EA</b>	<b>Three (3) Years from April 15, 2021 – April 14, 2024</b>

**APPENDIX C  
EA 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  
380 New York Street  
Redlands, CA 92373-8100  
Email: [service@esri.com](mailto:service@esri.com)  
Phone: 888-377-4575  
Fax: 909-307-3083

2. Esri contact for Tier 2 Support issues:

MyEsri: <https://my.esri.com>  
Phone: 909-793-3774 (within the United States only)  
Web: <https://support.esri.com>

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

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

4. All invoices to City will be mailed to the address listed below:

City Office: \_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

City Office: \_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

City Office: \_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_