



January 17, 2018

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

Dear Shoreh:

As we enter into the final year of your existing Enterprise Agreement (EA) term for the City of Columbus, I am pleased to provide the following proposal which includes proposed pricing and key business terms for renewing the EA.

The Esri Enterprise Agreement (EA) will remain in effect for three years and grant the City of Columbus uncapped access to the Esri products listed below. Maintenance on all listed software, including maintenance on software deployed prior to the agreement, is included for the term of the EA.

The agreement will be effective on April 15, 2018 and requires a firm three-year commitment.

Columbus has been a long time client of Esri building GIS data, applications, and integrating location technology into citywide projects, to support many Departments and integrating with key business systems. The City’s GIS team plays in integral role in the successful application of technology to many areas encouraging departmental collaboration, citizen engagement and an active GIS user community. In addition, the City’s collaboration across the central Ohio region, with statewide initiatives, and national programs serve as an example for others promoting innovation.

Although Columbus has already deployed a considerable amount of Esri technology, our experience with similar customers indicates that there is significant potential to apply GIS in many additional areas within your organization. For these reasons, we believe that you will greatly benefit from an enterprise agreement. An EA offers numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software identified in this proposal and deployed within the organization
- Complete flexibility to deploy software products when and where needed

Proposed payment terms for the EA are as follows:

	Year 1	Year 2	Year 3	Total
Annual EA Fee	\$250,000	\$270,000	\$290,000	\$810,000

Esri products and services to which Columbus will have uncapped, deployment rights during the term of this agreement include:

- **ArcGIS Desktop:** Advanced, Standard, Basic (single use and concurrent use)
- **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)
- **ArcGIS Enterprise:** Enterprise and Workgroup (Advanced and Standard)
- **ArcGIS Enterprise Extensions:** ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager
- **ArcGIS GIS Server:** Basic, Standard
- **ArcGIS Enterprise Servers:** ArcGIS Image Server, ArcGIS GeoEvent Server

The EA also includes:

- **ArcGIS Online Named Users:** 1 organizational subscription, including up to 3,000 Level 2 Named Users* and 100,000 annual service credits
(*the EA is priced based on a projected usage of 200 Level 2 and 100 Level 1 users)
- **ArcGIS Developer Subscription:** 2 Professional licenses
- **Community Analyst Subscription:** including 10 named users
- **GeoPlanner for ArcGIS:** An annual subscription with 1 named user
- **Esri CityEngine Advanced:** maintenance on 1 existing CU license
- **ArcPad:** maintenance on 12 existing licenses
- **ArcGIS GeoAnalytic Server:** 1 – 4 core server
- **Drone2 Map for ArcGIS Online:** A term license with 1 named user
- **Insights for ArcGIS Online:** 21 named users

The EA also includes the following additional components:

- **Esri International User Conference:** 12 annual complimentary registrations
- **Back-up media:** 3 sets (optional, available upon request)
- **Authorized tier-two support callers:** 5 callers

The following key business terms and conditions will apply to this EA:

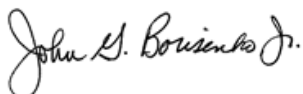
- All your employees and in-house contractors will be eligible to use the products and services listed above. Access to and use of any Enterprise Software is restricted to use by consultants and contractors for the sole benefit of Licensee.

- Software products and services included in this proposal may only be deployed and used at your locations in the United States.
- Esri technology that may be embedded in any third-party products you acquire is not included under this agreement.
- You will establish a single point of contact for orders and deliveries, and will be responsible for redistribution to eligible users.
- Any software products identified in this proposal that you have previously deployed and are current at the start of the agreement will be regarded as current on maintenance throughout the term of the agreement and referred to as Rolled-In.
- Esri products not included in this agreement may be purchased at pricing that you are normally eligible to receive for software and maintenance.
- You will be automatically invoiced upon the effective date and at the start of each payment term thereafter. Payments are due within 30 days of invoice date.
- You will provide Tier 1 technical support and will designate the quantity of individuals listed above who may directly contact Esri for Tier 2 technical support.
- You will provide an annual report of installed Esri products to Esri.
- You agree to abide by all United States export restrictions.
- Esri products that are eligible for use in this agreement will be automatically available for downloading.
- You will name Esri your company-wide GIS standard, will act as an Esri reference site, and will permit Esri to publicize your use of Esri products.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's standard licensing terms and conditions and the terms of the EA.
- The details of this agreement will be confidential and may not be disclosed by the contracting parties.

This proposal is valid for 180 days. If you have any additional questions or concerns, please don't hesitate to contact me.

Esri and the City of Columbus have a long and rich history working together. I appreciate the opportunity to present you with this proposal, and I believe it will greatly benefit your organization.

Thank you very much for your consideration,



John G. Borisenko, Jr
Esri - Local Government Team