



SECOND AMENDMENT TO MASTER AGREEMENT BETWEEN ESRI AND BROWARD COUNTY

This is the Second Amendment (“Second Amendment”) to the Master Agreement Between Esri and Broward County, Esri Agreement No. 2014-ELA976, entered into by Environmental Systems Research Institute, Inc. (“Esri” or “Provider”), a California corporation authorized to transact business in the State of Florida, and Broward County, a political subdivision of the State of Florida (“County”). Collectively, Provider and County are referred to as the “Parties”.

RECITALS

A. The Parties entered into a Master Agreement, dated August 11, 2015, including an ELA, License Agreement, EAP Agreement, and Professional Services Agreement (as amended, the “Agreement”). The Parties acknowledge that all available extension terms for the ELA, EAP Agreement, and Professional Services agreements were elected by County such that each individual agreement expires August 10, 2020.

B. The Parties entered into the first amendment (the “First Amendment”), dated May 24, 2019, to add licenses for Insights for ArcGIS.

C. The Parties wish to amend the Agreement to extend the term of the ELA for approximately five (5) additional years and adjust the periods to coincide with County’s fiscal year, including an approximately two (2) month extension from August 11, 2020, through October 31, 2020 (“ELA Extension Term 1”), and an additional five (5) year extension from November 1, 2020, through October 31, 2025 (“ELA Extension Term 2”), add certain security provisions, and amend other provisions of the Agreement. Collectively, ELA Extension Term 1 and ELA Extension Term 2 may be referred to as the “ELA Extension Terms.”

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underline to indicate additions, unless indicated otherwise.
3. The Parties agree and stipulate that the Agreement does not include the elected offices of the Broward County Property Appraiser or the Broward County Sheriff. The Parties may choose to incorporate such offices at a later date via an amendment to the Agreement.
4. By entering into this Second Amendment, the Parties agree that ELA Extension Term 1 and ELA Extension Term 2 are elected by County and approved by Esri such that the ELA expires October 31, 2025. ELA Extension Term 2 is broken out further by year (i.e., ELA Extension Term

2, Year 1, is November 1, 2020, through October 31, 2021; ELA Extension Term 2, Year 2, is November 1, 2021, through October 31, 2022; and so forth). The Parties agree that the License Agreement, EAP, and Professional Services Agreement are extended to be coterminous with the ELA Extension Terms through October 31, 2025.

5. Article 5 of the Agreement is amended as follows:

5. Not to Exceed Amounts. For the duration of the Agreement, County will pay Provider in accordance with the terms of the Agreement up to the following maximum amounts:

Services/Goods/Products	Term	Not-To-Exceed Amount
ELA	Initial Term <u>(August 11, 2015, through August 10, 2018)</u>	\$2,200,000.00
ELA	Each one (1) year renewal term exercised in year 4 <u>(August 11, 2018, through August 10, 2019)</u> and year 5 <u>(August 11, 2019, through August 10, 2020)</u> ; year 5 cannot be exercised without County exercising year 4.	\$784,000/year for years 4-5 (\$1,568,000 total)
<u>ELA Extension Term 1</u>	<u>August 11, 2020, through October 31, 2020</u>	<u>\$337,000</u>
<u>ELA Extension Term 2</u>	<u>Five (5) year extension term from November 1, 2020, through October 31, 2025</u>	<u>\$7,500,000.00</u>
EAP Agreement	Duration of the Agreement (including renewals)	During ELA: Limit of annual service credits After ELA: \$800,000
<u>EAP - Additional Learning and Services Credits (price of Service Credits at the Optional Pricing for Service Credits stated in Appendix B)</u>	<u>Duration of the Agreement (including renewals)</u>	<u>\$800,000.00</u>

Services/Goods/Products	Term	Not-To-Exceed Amount
Professional Services	Duration of the Agreement (including renewals)	\$100,000 for first three years; \$100,000 for two additional years \$300,000.00
Reimbursables	Duration of the Agreement (including renewals)	\$50,000 (total not to exceed through life of contract)
Optional Services	Duration of the Agreement (including renewals)	\$50,000 per year with a potential total of \$500,000 over ten years
Estimated Maintenance after ELA October 31, 2025	Years 6-10 11-15 per year	\$250,000 \$700,000 per year for a five year total of \$1,250,000 \$3,500,000
TOTAL NOT TO EXCEED*		\$6,658,000.00 \$16,455,000.00

***The Total Not to Exceed amount listed is a cumulative cap on the total of all funds that can be spent by County during the life of this Agreement and thus differs from the amounts set forth in Appendix B and Appendix B-1.**

...

6. Article 1 of Attachment 1 (ELA) of the Agreement is amended to replace the definitions of “ELA Products” and “Rolled-In Software” with the following definitions (bold/underlining omitted):

“ELA Products” means the Products identified in Tables A-1 through A-4 of Appendix A, Products and Deployment Schedule, and Appendix G, “Rolled-In Software.” ELA Products do not include unit-priced item(s) or Esri technology that may be embedded in third-party products purchased by County.

“Rolled-In Software” means Products of the same type as ELA Products that County acquired for use prior to the Effective Date, as listed in Appendix G, “Rolled-In Software.”

7. Section 7.5 “Termination for Non-Appropriation of Funds or Lack of Funds or for Convenience” of Attachment 1 (ELA) is amended as follows:

...

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

- a. **Excluding Rolled-In Software**, County must uninstall, remove, and destroy all ELA Products and any whole or partial copies identified in Appendix A, Table A-2, **Table A-3, and Table A-4.**

...

e. ~~County Provider~~ may continue to use Online Services but will no longer receive the annual credits per subscription listed in Appendix A, Table ~~A-2~~ **A-3**. Additional credits may be procured at commercial list price.

...

8. The Agreement is amended to add Appendix A-1 (“Products and Deployment Schedule for ELA Extension Term”) to Attachment 1 (ELA) of the Agreement. The products and services set forth in Appendix A-1 can only be purchased during the ELA Extension Terms. All references in the Agreement to Appendix A shall be deemed to refer to both Appendix A and Appendix A-1, unless the context requires otherwise.

9. The Agreement is amended to add Appendix B-1 (“ELA Fee Schedule for ELA Extension Terms”), to set forth the ELA Fee Schedule after the end of Option Year 5 (i.e., during ELA Extension Term 1 and ELA Extension Term 2). All references in the Agreement to Appendix B shall be deemed to refer to both Appendix B and Appendix B-1 unless the context requires otherwise.

10. Appendix G (“Rolled-In Software”) of Attachment 1 (ELA) to the Agreement is replaced in its entirety with the attached Appendix G (“Rolled-In Software”).

11. Section 7.1 of Attachment 3 (EAP) is amended as follows:

7.1 The Term of this EAP Agreement shall be **three (3)** years commencing on Effective Date of the Master Agreement, subject to County’s payment of the portion of the ELA Fee due for the applicable time period. It shall be automatically renewed for two (2) additional one (1) year periods, subject to County’s exercise of the corresponding ELA options and payment of the portion of the ELA Fee due for the applicable time period. In addition thereto, this EAP Agreement can be renewed, ~~for up to five (5) additional one (1) year extensions~~ upon written notice of election to extend by the County’s Purchasing Director **or by written agreement of the Parties, and written confirmation of the extension by Esri’s authorized representative to be coterminous with any available ELA Extension Term through October 31, 2025, subject to County’s payment of the ELA Extension Term Fees due for the applicable time periods.** Any such extension ~~of the EAP after the initial five (5) years shall be subject to pricing to be negotiated between the parties at the time~~ **October 31, 2025, must be agreed to in writing by the Parties.**

12. Article 3 of Attachment 4 (Professional Services Agreement) is amended as follows:

This Professional Services Agreement shall commence on the Effective Date of the Master Agreement and expire five (5) years thereafter unless renewed, and subject to the applicable termination provisions. This Professional Services Agreement can be renewed ~~for up to five (5) additional one (1) year extensions~~ **to be coterminous with any exercised**

ELA Extension Term through October 31, 2025, upon written notice of election to extend by the County's Purchasing Director ~~and written confirmation of the extension by Esri's authorized representative~~ **or by written agreement of the Parties. Any extension of this Professional Services Agreement after October 31, 2025, must be agreed to in writing by the Parties.**

13. The Agreement is amended to add Attachment 5 ("Security Provisions") and Attachment 5.1 ("Esri Software Security and Privacy policy"), attached hereto. Esri and all products and services offered under the Agreement shall comply with Attachment 5 and 5.1, as applicable.

14. The effective date of this Second Amendment is the date of complete execution by both Parties.

15. For Esri's internal recordkeeping purposes, the Agreement number is amended to number 00081190.0.

16. This Second Amendment may be executed in counterparts, each of which is deemed to be an original, but all of which, taken together, constitute one and the same agreement.

(Remainder of Page Left Intentionally Blank).

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2020, and ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

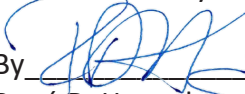
By _____
Mayor

____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By **Neil Sharma** Digitally signed by Neil Sharma
Date: 2020.04.06 13:54:37
-04'00'

Neil Sharma (Date)
Assistant County Attorney

By  4/6/2020
René D. Harrod (Date)
Deputy County Attorney

NS/RDH
03/30/2020
Esri Second Amendment
#435375.4444

SECOND AMENDMENT TO MASTER AGREEMENT BETWEEN ESRI AND BROWARD COUNTY

PROVIDER

Environmental Systems Research Institute, Inc.

By 7-B-  Digitally signed by Timothy Brazeal
Date: 2020.04.06 10:34:24 -07'00'

Signature

Tim Brazeal, Manager Commercial & Government Contracts

Print Name and Title

6th day of April, 2020

Appendix A-1 – Products and Deployment Schedule for ELA Extension Terms

County may Deploy the ELA Products up to the total quantity of licenses indicated below to County during the ELA Extension Terms.

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

Product (uncapped as to quantity)
ArcGIS Desktop: ArcGIS Desktop Advanced, Standard, and Basic (single 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 and concurrent use)
ArcGIS Enterprise: ArcGIS 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 Enterprise Optional Servers: ArcGIS GeoEvent Server, ArcGIS Image Server
ArcGIS Monitor
Mapping and Charting Solutions: Esri Production Mapping for Desktop
ArcGIS Runtime: Standard
ArcGIS Runtime Analysis Extension

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

Item	Total Qty To be Deployed
ArcGIS Data Interoperability Desktop Extension	6 (Rolled-In Qty)
ArcGIS Developer Subscriptions: 3 Annual Enterprise Subscriptions (includes one Esri Developer Summit registration per subscription)	3
ArcGIS Developer Subscriptions: 5 Annual Professional Subscriptions	5
ArcGIS Enterprise Utility Network Extension – Broward County Aviation Department (“BCAD”)	2 Production 1 Staging
ArcGIS Enterprise Utility Network Extension – Water and Wastewater Services Division (“WWS”)	4 Production 2 Staging
ArcGIS for Aviation, Airports – BCAD	3 (Rolled-In Qty)

Item	Total Qty To be Deployed
<ul style="list-style-type: none"> • ArcGIS Enterprise GeoAnalytics Server • Six (4-core) production licenses & two (4-core) staging licenses deployed in ELA Extension Term 2 Year 1 (i.e., November 1, 2020 – October 31, 2021) • One additional (4-core) production license deployed in ELA Extension Term 2 Year 2 (i.e., November 1, 2021 – October 31, 2022) • Two additional (4-core) production licenses & one additional (4-core) staging license deployed in ELA Extension Term 2 Year 3 (i.e., November 1, 2022 – October 31, 2023) 	<p>9 production licenses 3 staging licenses</p>
Esri CityEngine Advanced	5 (Rolled-In Qty)
ArcGIS Hub Premium	1 license includes 100 Creator users,, 5,000 additional community Creator users,, and 50,000 additional community credits
ArcGIS Urban	10 users
StreetMap Premium for ArcGIS Desktop Single Use – One State: Florida – Full Use (includes Display, Geocode &Route)	2
StreetMap Premium for ArcGIS Server – One State: Florida – Full Use (includes Display, Geocode &Route)	8 Cores
ArcGIS Indoors – BCAD	Included for use up to 4,000,000 sq. ft Optional pricing for additional sq. ft. is included in Appendix B-1.
ArcGIS Image Analyst Extension	10
ArcGIS LocateXT Extension	5
ArcGIS Excalibur	10

Other Rolled-In Software is identified in Appendix G.

Table A-3
ELA Product ArcGIS Online Organizational Subscription—Capped Quantities & *Uncapped Quantities

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
<p>*ArcGIS Online Organizational Subscription (ID: 1572915850) – BC GIS</p> <p><i>Note: Valuation is based on an estimate of a maximum number of annual users by type as shown below.</i></p> <p>25 Creator User Types 50 Viewer User Types 200 Editor User Types 300 Field Worker User Types</p>	1	<ul style="list-style-type: none"> ▪ Uncapped named users of the Types listed in the Product column. ▪ 50 Community Analyst for ArcGIS Online named users ▪ 100 Insights for use with ArcGIS Online ▪ 10 GeoPlanner for use with ArcGIS Online ▪ 25 Tracker for ArcGIS for use with ArcGIS Online ▪ 25 Navigator for ArcGIS for use with ArcGIS Online ▪ 4 Drone2Map for use with ArcGIS Online 	137,500
<p>ArcGIS Online and ArcGIS Enterprise Organizational Subscriptions – BCAD</p> <p><i>Note: Valuation is based on Enterprise users only. Esri is providing the County the flexibility to use ArcGIS Online instead of ArcGIS Enterprise, as needed, anytime during the ELA Extension Terms. The total combined number of active users by type between ArcGIS Online and ArcGIS Enterprise may not exceed the quantities stated below.</i></p> <p>10 Creator User Types 650 Viewer User Types 25 Editor User Types 250 Field Worker User Types</p>	1	<ul style="list-style-type: none"> ▪ ArcGIS Online and ArcGIS Enterprise named users of the Types and quantities listed in the Product column ▪ 10 Insights for ArcGIS Online term licenses ▪ 250 Tracker for ArcGIS Online term licenses ▪ 2 Drone2Map for ArcGIS Online term licenses ▪ 2 Community Analyst for ArcGIS Online named users 	82,500
<p>ArcGIS Online Organizational Subscription – WWS</p>	1	<p>5 Creator User Types 10 Editor User Types</p> <ul style="list-style-type: none"> ▪ 20 Field Worker User Types ▪ 2 Community Analyst for ArcGIS Online named users ▪ 20 Navigator for ArcGIS Online 	30,500
<p>ArcGIS Online Named Users for Emergency Management Organizational Subscription</p> <p>This includes the ability to add an unlimited number of users during an activation of the EOC (partial or full) via request to Esri Disaster Response Program http://www.esri.com/services/disaster-</p>	1	10 Creator User Types	105,000

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
response/form . When the EOC returns to standard operations, County will have 2 weeks to return to normal with the original 10 Creator Users.			

**Table A-4
ELA Product ArcGIS Enterprise Portal User Subscription—Capped & *Uncapped Quantities**

Product	Users per Subscription
*ArcGIS Enterprise Portal User Types – BC GIS <i>Valuation is based on the following:</i> 25 Creator User Types 200 Editor User Types 300 Field Worker User Types	<ul style="list-style-type: none"> ▪ Uncapped term named users of the Types listed in the Product column. ▪ 100 Insights for ArcGIS Enterprise term license ▪ 4 Drone2Map for ArcGIS Enterprise term licenses ▪ 10 GeoPlanner for ArcGIS Enterprise term license ▪ 50 Navigator for ArcGIS Enterprise term license ▪ 100 Tracker for ArcGIS Enterprise term license
ArcGIS Enterprise Portal User Types – BCAD	<ul style="list-style-type: none"> ▪ 10 Creators User Types ▪ Uncapped Viewer User Types ▪ 25 Editor Term User Types ▪ 250 Field Worker Term User Types ▪ 10 Insights for ArcGIS Enterprise term license ▪ 2 Drone2Map for ArcGIS Enterprise term licenses ▪ 250 Tracker for ArcGIS Enterprise term license
ArcGIS Enterprise Portal User Types – WWS	<ul style="list-style-type: none"> ▪ 15 Creator Term User Types ▪ Uncapped Viewers ▪ 50 Editor Term User Types ▪ 250 Field Worker Term User Types ▪ 5 Insights for ArcGIS Enterprise term license ▪ 2 Drone2Map for ArcGIS Enterprise term licenses ▪ 250 Navigator for ArcGIS Enterprise term license ▪ 250 Tracker for ArcGIS Enterprise term license

APPENDIX B-1 – ELA FEE SCHEDULE FOR ELA EXTENSION TERMS

The ELA Fee for all of the ELA Extension Terms totals \$7,870,000.00. This ELA Fee is in consideration of the ELA Products, ELA Maintenance, and Esri International and Southeast User Conferences registrations, the Esri Enterprise Advantage Program (EAP) and Esri Premium Support Services (PSS).

	ELA Extension Term 1 August 11, 2020 – October 31, 2020	ELA Extension Term 2 Year 1 November 1, 2020 – October 31, 2021	ELA Extension Term 2 Year 2 November 1, 2021 – October 31, 2022	ELA Extension Term 2 Year 3 November 1, 2022 – October 31, 2023	ELA Extension Term 2 Year 4 November 1, 2023 – October 31, 2024	ELA Extension Term 2 Year 5 November 1, 2024 – October 31, 2025	Total ELA Extension Terms Fees
Fees	\$337,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$7,870,000

Number of Esri International User Conference Registrations per Year	16 (10 County GIS, 4 BCAD and 2 WWS)
Number of Esri Southeast User Conference Registrations per Year	30 (20 County GIS, 4 BCAD and 6 WWS)
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	6
Number of Sets of Backup Media, if Requested	1
ELA Extension Term 1 and ELA Extension Term 2	August 11, 2020, through October 31, 2025
Premium Support Services (“PSS”)	One annual PSS subscription with seven authorized callers and uncapped number of incidents.

<p>Esri Enterprise Advantage Program (EAP):</p> <p>Three annual subscriptions.</p>	<p>EAP components for ELA Extension Term 1, and ELA Extension Term 2 Year 1 covering August 11, 2020 – October 31, 2021:</p> <ul style="list-style-type: none"> • Up to 250 Technical Advisory hours in the County GIS EAP; up to 125 Technical Advisory hours in the WWS EAP; and up to 100 Technical Advisory hours in the BCAD EAP. • Annual 1-day planning session for County GIS; annual 1-day planning session for WWS; and annual 1-day planning session for BCAD. • Quarterly Technology Webcasts. • 250 (County GIS), 100 (BCAD) and 125 (WWS) Learning and Services Credits.
	<p>EAP components for ELA Extension Term 2 Years 2-5:</p> <ul style="list-style-type: none"> • Up to 200 Technical Advisory hours annually in the County GIS EAP; up to 100 Technical Advisory hours annually in the WWS EAP; and up to 100 Technical Advisory hours annually in the BCAD EAP. • Annual 1-day planning session for County GIS; annual 1-day planning session for WWS; and annual 1-day planning session for BCAD. • Quarterly Technology Webcasts. <p>200 (County GIS), 100 (BCAD) and 100 (WWS) Learning and Services Credits.</p>

Professional Services

Any Professional Services offered pursuant to the Professional Services Agreement are not pre-paid. They shall be invoiced and paid pursuant to Article 5 Compensation of Attachment 4 (the Professional Services Agreement).

Optional Pricing

- EAP Learning and Services Credits

County may acquire additional Technical Advisor hours and/or Learning and Services Credits at any time during ELA Extension Term 2 (including as extended herein) at the corresponding calendar year’s list pricing shown below.

Item	ELA Extension Term 2 Year 1	ELA Extension Term 2 Year 2	ELA Extension Term 2 Year 3	ELA Extension Term 2 Year 4	ELA Extension Term 2 Year 5
Additional Learning & Service Credits (100)	\$58,000	\$60,000	\$62,000	\$64,000	\$66,000
Additional Learning and Service Credits (50)	\$29,000	\$30,000	\$31,000	\$32,000	\$33,000
Additional Technical Advisor Hours (100)	\$25,500	\$26,400	\$27,300	\$28,300	\$29,300

- ArcGIS Indoors – BCAD
 - ArcGIS Indoors is included for the duration of the ELA Extension Terms for use by BCAD up to 4,000,000 sq. ft.
 - Additional sq. ft. for BCAD can be purchased at \$0.03/ft.
- ArcGIS Indoors – County GIS & WWS Division
 - ArcGIS Indoors is available for purchase as an option by County GIS and/or the WWS during the ELA Extension Terms for other County purposes as follows:
 - at \$40,000/year for up to 1,000,000 sq. ft. - Additional sq. ft. over 1,000,000 sq. ft. can be purchased at \$0.04 sq. ft.
 - at \$120,000/year for up to 4,000,000 sq. ft - Additional sq. ft. over 4,000,000 sq. ft. can be purchased at \$0.03 sq. ft.

APPENDIX G – ROLLED-IN SOFTWARE

Quantity	Product	Customer #
3	ArcGIS for Aviation, Airports - BCAD	302077
95	ArcGIS Desktop Advanced - Concurrent Use	127
51	ArcGIS Desktop Standard - Concurrent Use	127
49	ArcGIS Desktop Basic - Concurrent Use	127
48	ArcGIS Desktop Extension 3D Analyst - Concurrent Use	127
20	ArcGIS Desktop Extension Data Reviewer - Concurrent Use	127
10	ArcGIS Desktop Extension Network Analyst - Concurrent Use	127
61	ArcGIS Desktop Extension Publisher - Concurrent Use	127
13	ArcGIS Desktop Extension Schematics - Concurrent Use	127
29	ArcGIS Desktop Extension Workflow Manager - Concurrent Use	127
6	ArcGIS Data Interoperability Desktop Extension	127
5	Esri CityEngine Advanced	127
17	ArcGIS Enterprise Advanced (4-cores ea)	127
8	ArcGIS Enterprise Standard (4-cores ea)	127
3	ArcGIS Image Server (4-cores ea)	127
2	ArcGIS GeoEvent Server (4-cores ea)	127
4	ArcGIS Server Advanced Staging (4-cores ea)	127
4	ArcGIS Server Standard Staging (4-cores ea)	127

Attachment 5 – Security Provisions

In addition to Attachment 5.1, Esri must comply with the requirements stated below:

Cloud Services. Esri shall maintain, at a minimum, FedRAMP Tailored Low certification for Esri ArcGIS Online. For cloud services, Esri will use transport layer security (TLS) 1.2 or higher for data in motion and support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys (“AES-256”) for confidential data at rest. If County elects to utilize Esri Managed Cloud Services, County will select either Standard, Advanced, Advanced Plus, or an equivalent offering and Esri will offer, at a minimum, the following Security Controls and Procedures for the applicable Advanced or Advanced Plus selection:

Security Controls and Procedures	Advanced	Advanced Plus
Monthly Automated Operating System Patching	Blue	Green
Web Application Firewall (WAF) to mitigate against web application attacks		
Malware protection		
Change management for staging and production systems		
High availability architecture options		
System, Application and Database Backups		
24/7 System Monitoring and support powered by ArcGIS Monitor (1)		
Intrusion Detection System (IDS) to detect malicious activity		
Monitoring of log data through a Security Information and Event Management (SIEM) platform		
Application, system, and database vulnerability scans		
24/7 Security Operations Center (SOC) for security monitoring and threat detection		
Disaster recovery and business continuity planning and testing		
Contingency planning and risk management		
Annual SOC 2 assessment		
Annual assessment by FedRAMP accredited Third Party Assessment Organization (3PAO) (2)	Green	
Annual third-party penetration testing		
Geographically redundant disaster recovery backups		
FIPS 140-2 compliant encryption for data-in-transit and data-at-rest		

Data and Privacy. Esri shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes

Section 501.171, and shall ensure that County data within the Software or any cloud services, or utilized by Esri's Professional Services personnel, is not processed, transmitted or stored by Esri outside the continental United States. Esri's Technical Support will not transmit or store County data outside the continental United States but County data may be viewable outside of the continental United States. Esri may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Esri may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If County accesses ArcGIS Online or Esri Managed Cloud Services, Esri will not access, use, or disclose any personally identifiable information except as reasonably necessary to support County's use of ArcGIS Online or Esri Managed Cloud Services. Esri shall ensure that the decommissioning of media will be in accordance with the then-current industry standards and practices.

Managed Services; Professional Services; Third-Party Vendors. Esri shall immediately notify County of any terminations or separations of Esri's employees who performed Services to County under any Work Authorization pursuant to Attachment 4, Professional Services Agreement and Esri must ensure that, for any employees who had access to County data, such employees' access to County data and network is promptly disabled. Esri shall provide information security training to its Professional Services personnel providing services to County upon hire and at least once annually. For purposes of this Attachment, "Data Breach" means any confirmed and unauthorized third-party access to County data contained within Online Services or servers used by Esri Technical Support. Esri shall report, either orally or in writing, any Data Breach to County within 72 hours of confirmation. Esri shall coordinate with appropriate parties to investigate the data breach and perform remediation as necessary. Esri will provide updates to the County with applicable information on a mutually agreed upon schedule. Esri shall provide County with a detailed incident report within a mutually agreed upon timeframe after notification, including remedial measures instituted, and will coordinate and cooperate with County and any law enforcement involvement. Esri shall not inform any third party of a breach of County's data or other information without the advance written consent of County, unless required by law or court order.

Remote Access. Any system or process used to provide support via remote screen share by Esri's Professional Services personnel must be approved by County in advance and secure and strictly controlled with current industry standards for encryption and strong pass-phrases. Esri must utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County data that resides in or transits through Esri's internal network from unauthorized access and disclosure. Esri's Technical Support personnel will not remotely access County's network.

Software Installed in County's Network. If a third-party software is required to be installed, it must be identified in a Work Authorization pursuant to Attachment 4, Professional Services Agreement. Esri shall ensure that Software developed by Esri is developed based on industry

standards and practices, including following secure programming techniques and incorporating security throughout the software-development life cycle. Esri utilizes the Common Vulnerability Scoring System (CVSS) to determine the potential severity of the vulnerability and adjust for applicable environmental factors. If an Esri product requires a security patch, upon release, Esri will announce a patch notification through Esri's Support site to alert users of updates when starting the application. For any known critical vulnerabilities, Esri will provide to County mitigation guidelines no later than 30 days after identification of the critical vulnerability and promptly conduct patching in accordance with such guidelines. Esri shall ensure the client-based Software provides for role-based access controls and runs with least privilege access. Esri shall support electronic delivery of digitally signed upgrades for on premise software from Esri's or the third-party licensor's website. The Software must run as least privilege without using fixed or default passwords. Esri shall regularly provide County with end-of-life-schedules for all applicable Software. Esri will use transport layer security (TLS) 1.2 or higher, for data in motion.

Custom Application Developed for County as identified in a Work Authorization (pursuant to Attachment 4, Professional Services Agreement)

Development. Esri shall develop, implement, and align with industry-standard secure coding best practices as outlined by OWASP (Open Web Application Security Project) and SANS (SysAdmin, Audit, Networking, and Security Institute). Non-production systems must not contain production data unless it has been sanitized of confidential information. Industry-standard processes must be implemented to ensure that any open-source or third-party software included in Esri's software or hardware does not undermine the security posture of Esri or County. Esri shall provide documentation to County identifying all third-party software used in the software, including all libraries, frameworks, components, and other products, whether commercial, free, open-source, or closed-source.

Delivery of Secure Application. Esri will verify as part of the testing and acceptance processes in a mutually agreed upon Scope of Work that the software meets the security requirements, all security activities have been performed, and identified security issues with at least a CVSS of 7 or higher, have been documented and resolved. Any exceptions must be documented with the delivery for acceptance by the County.

Web Hosting

Secure Access. Esri must utilize industry standard security measures to safeguard from unauthorized access to the website or data stored on server computers. Esri will utilize antivirus protection software, updated and currently supported operating system, firmware, and approved third party application patches, firewalls, intrusion detection systems, enforce least privilege access and perform vulnerability scanning to identify design or functionality issues in Esri's system and/or infrastructure environment that could expose County data and applications to risks from malicious activities. In the event the website has been compromised, Esri will notify

the County of a security breach. The County may, at its discretion, terminate all access to the website.

Content Control. County shall have sole control over the web content. Esri shall not supplement, modify or alter any work product which has been accepted by County or any content (other than modifications strictly necessary to upload the content to the web application) except with County's prior written consent. Esri shall upload all content, including updates, to the application upon agreed time schedule.

Attachment 5.1 – ESRI SOFTWARE SECURITY AND PRIVACY POLICY



Esri Software Security and Privacy

Esri is committed to delivering secure geospatial software and services that meet the needs of customers, from individuals to large organizations. While Esri has always taken the security of its products seriously, the importance of embedding security and privacy into the development life cycle has increased as Esri continually advances its Web GIS platform and software-as-a-service (SaaS) offerings such as ArcGIS Online. This document summarizes key aspects of Esri's Secure Development Life Cycle.

Governance

Security policies spanning the company are set at the corporate level under the guidance of the Chief Information Security Officer (CISO). Also at the corporate level, the Legal and Human Resources Departments safeguard alignment with evolving privacy needs, ensuring that employees are appropriately vetted before onboarding, and push for advancement of business continuity efforts. Corporate security controls are inherited across Esri, while functional areas (such as engineering and operations) are responsible for specific security control families, as seen in figure 1 below.

The security of Esri products and services is overseen by the Chief Information Security Officer (CISO)-Products, who leads Esri's Software Security & Privacy team. This team is embedded within product operations and engineering, providing security guidance and validation while fostering security advocates across the broad spectrum of product teams to help further embed security across Esri products.

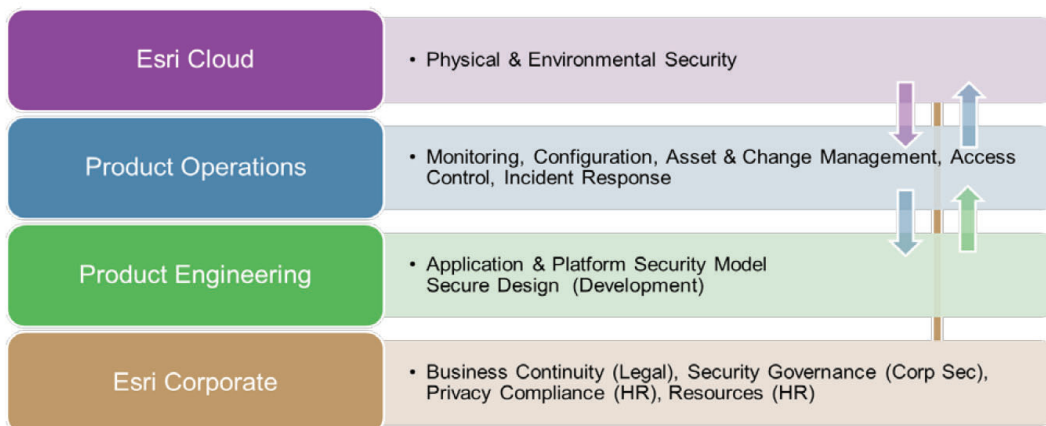


Figure 1—Product Security Responsibility by Functional Area

Secure Development Standards

Esri utilizes the Building Security In Maturity Model (BSIMM) as the backbone to measure its efforts to immerse security throughout the development life cycle in the most effective manner for its products. The amount of security validation incorporated during the life cycle for a product varies depending on the product's relative risk.

Esri designs security into the ArcGIS platform to ensure a consistent, secure experience across your enterprise, whether it's providing role-based access control (RBAC), logging, authentication, or authorization. Esri's platform is also designed to integrate into your organization's security infrastructure through support of standards such as LDAP, SAML, and even using your organization's identity store and security policies at the web level to facilitate single sign-on or public key infrastructure (PKI) support. Additional embedded product security capabilities are documented in Esri's Trust Center at [Trust.ArcGIS.com](https://trust.arcgis.com) as well as our online help.

Esri provides secure coding training based on Open Web Application Security Project (OWASP) guidelines and promotes awareness of the Common Weakness Enumeration (CWE/SANS) Top 25 most dangerous software errors. Esri provides teams with secure coding checklists to further reinforce the importance of key security items that all product teams should address. Basic items, such as malicious code discovery, have been incorporated into the build process for many years, utilizing multiple antivirus programs to minimize risk and false positive alerts.

Esri uses its most rigorous security measures for ArcGIS Enterprise and ArcGIS Online, since Web GIS components are frequently exposed on the Internet, presenting a higher risk for customers compared with more isolated desktop-based offerings. These key products regularly undergo static code analysis, dynamic scans, third-party component analysis, and periodic third-party pen testing. Esri continues to expand the amount of security validation it performs against the whole ArcGIS platform.

Software-as-a-Service Security

ArcGIS Online is Esri's premier software-as-a-service (SaaS) geographic information system (GIS). Esri's security strategy for government-authorized offerings, such as ArcGIS Online, is based on an industry-standard defense-in-depth approach that provides security controls at every level including application, network, and facilities. ArcGIS Online is FedRAMP Tailored Low authorized by the US Government ensuring that security and risk management activities are integrated under a risk management framework. This requires annual third-party assessments and regular security validation efforts including the scans mentioned for ArcGIS Enterprise. The Esri Managed Cloud Services Advanced Plus offering is FedRAMP Moderate authorized, meaning that it meets the advanced security requirements—for both commercial organizations and federal agencies.

Vulnerability and Breach Response

Esri has a Product Security Incident Response Team (PSIRT), which reports to the CISO-Products, to help shepherd security issues from cradle to grave, as shown in figure 2. Vulnerability concerns can be submitted via Esri's standard support process or Trust Center security concern page, where the PSIRT team will be engaged. To help prioritize efforts, Esri utilizes the Common Vulnerability Scoring System (CVSS) to determine the potential severity of the vulnerability and adjust for applicable

environment factors. Ultimately, the resolution of a reported incident may require upgrades to products that are under active support from Esri. If an item requires a security patch, upon release, it is broadcast in the Trust Center "Announcements" section, which has an RSS feed that customers can subscribe to. Esri also announces patches through its Support site, blogs, and some end-user products—such as ArcGIS Pro—to notify the user of updates when starting the application.

If an event were to occur where a customer's data being managed by Esri was confirmed breached, Esri will contact the customer within 72-hours. Esri will coordinate with appropriate parties to investigate the security breach and perform remediation as necessary. Esri will provide updates to the customer with applicable information on a mutually agreed-on schedule. Esri does not inform any third party of a breach of a customer's information and data without first obtaining the customer's prior written consent, unless required by law or court order.



Figure 2—Product Security Incident Response Team (PSIRT) Workflow

Privacy

Esri values the privacy of its customers, distributors, and partners, as it is a principal component of establishing trust. Esri has created a general company Privacy Statement and a Products & Services Privacy Statement Supplement to ensure that customers receive the level of privacy they deserve and expect. The privacy statements describe how Esri collects data and uses information you provide to us, and are independently validated.

Esri complies with the EU-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union to the United States. Esri also supports alignment with the General Data Protection Regulation (GDPR) and has a Data Processing Addendum (DPA) that customers can sign.