



### **THIRD AMENDMENT TO MASTER AGREEMENT BETWEEN BROWARD COUNTY AND ESRI (AGREEMENT NO. 2014-ELA976)**

This Third Amendment (“Amendment”) is entered into between Broward County, a political subdivision of the State of Florida (“County”), and Environmental Systems Research Institute, Inc., a California corporation authorized to transact business in the State of Florida (“Provider” or “Esri”) (each a “Party” and collectively referred to as the “Parties”).

#### **RECITALS**

A. The Parties entered into the Master Agreement, dated August 11, 2015, including an ELA, License Agreement, EAP Agreement, and Professional Services Agreement (collectively, the “Esri Agreement”). The ESRI Agreement was subsequently amended by a First Amendment, dated May 24, 2019, to add additional licenses for Insights for ArcGIS; and a Second Amendment, dated May 19, 2020, to extend the term of the ESRI Agreement through October 31, 2025. The ESRI Agreement, as amended by the First Amendment and the Second Amendment, is herein referred to as the “Agreement.”

B. The Parties now desire to further amend the Agreement to extend the term of the ELA for five (5) additional years from November 1, 2025, through October 31, 2030 (“ELA Extension Term 3”), and to amend various provisions of the Agreement. Collectively, ELA Extension Term 1, ELA Extension Term 2 (added via the Second Amendment), and ELA Extension Term 3 may be referred to as the “ELA Extension Terms.”

Now, therefore, for good and valuable consideration, the receipt and sufficiency 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 Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. By entering into this Third Amendment, the Parties agree that ELA Extension Term 3 is elected by County and approved by Esri, such that the ELA expires on October 31, 2030. ELA Extension Term 3 is broken out further by year (i.e., ELA Extension Term 3, Year 1, is November 1, 2025, through October 31, 2026; ELA Extension Term 3, Year 2, is November 1, 2026, through October 31, 2027; and so forth). The Parties agree that the License Agreement and the EAP Agreement are extended to be coterminous with the ELA Extension Terms through October 31, 2030.

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

5.1 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:

<b>Services/Goods/Products</b>	<b>Term</b>	<b>Not-To-Exceed Amount</b>
ELA	Initial Term (August 11, 2015, through August 10, 2018)	\$2,220,000.00
ELA	Each one (1) year renewal term exercised in year 4 (August 11, 2018, through August 10, 2019) and year 5 (August 11, 2019, through August 10, 2020); year 5 cannot be exercised without County exercising year 4.	\$784,000/year for years 4-5 (\$1,568,000 total)
ELA Extension Term 1	August 11, 2020, through October 31, 2020	\$337,000
ELA Extension Term 2	Five (5) year extension term from November 1, 2020, through October 31, 2025	\$7,500,000.00
<b><u>ELA Extension Term 3</u></b>	<b><u>Five (5) year extension term from November 1, 2025, through October 31, 2030</u></b>	<b><u>\$9,900,000.00</u></b>
EAP Agreement	Duration of Agreement (including renewals)	During ELA: Limit of annual service credits
EAP – Additional Learning and Services Credits (price of Service Credits at the Optional Pricing for Service Credits stated in Appendix B)	Duration of the Agreement (including renewals)	\$800,000.00
Professional Services	Duration of the Agreement (including renewals)	<del>\$300,000.00</del> <b><u>\$500,000.00</u></b>
Reimbursables	Duration of the Agreement (including renewals)	<del>\$50,000</del> <b><u>\$200,000.00</u></b> (total not to exceed through life of contract)
Optional Services	Duration of the Agreement (including renewals)	<del>\$500,000</del> <b><u>\$1,500,000.00</u></b>

Services/Goods/ Products	Term	Not-To-Exceed Amount
Estimated Maintenance after October 31, 2025	Years 11-15 per year	\$700,000 per year for a five-year total of \$3,500,000
<b>TOTAL NOT TO EXCEED*</b>		<b><del>\$16,755,000.00</del> \$24,525,000.00</b>

\*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, and Appendix B-2.

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5. 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. 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 (excluding Term licenses or subscriptions) of the same type as ELA Products that County 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 ELA. If this ELA is extended or renewed, Rolled-In Software shall include ELA Products Deployed prior to the then-current renewal period.

6. Appendix G (“Rolled-In Software”) of Attachment 1 (ELA) to the Agreement is deleted in its entirety.

7. The Agreement is amended to add Appendix A-2, Products and Deployment Schedule for ELA Extension Term 3, to Attachment 1 (ELA) of the Agreement. The products and services set forth in Appendix A-2 can only be purchased during ELA Extension Term 3. All references in the Agreement to Appendix A shall be deemed to refer to Appendix A, Appendix A-1, and Appendix A-2, unless the context requires otherwise.

8. The Agreement is amended to add Appendix B-2, ELA Fee Schedule for ELA Extension Term 3, to set forth the ELA Fee Schedule after the end of ELA Extension Term 2 (i.e., the period from November 1, 2020, through October 31, 2025). All references in the Agreement to Appendix B shall be deemed to refer to Appendix B, Appendix B-1, and Appendix B-2, unless the context requires otherwise.

9. Attachment 2, License Agreement No. 2014MLA 976, Exhibit 1, Scope of Use, E300, is amended as shown in the Revised Esri Exhibit 1, Scope of Use, E300 in License Agreement No. 2014MLA 976, which is attached and incorporated herein by this reference.

10. Attachment 3, Esri Enterprise Advantage Program (“EAP”) Agreement (Agreement No. 2014EAP1209), is revised as follows (bold/underlining omitted):

- A. Paragraph one and subsection a., Technical Advisor, of Article 2, Enterprise Advantage Program Description, Section 2.1 are deleted in their entirety and replaced with the following:

**2.1 Advantage Program Description.** The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that County can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

*a. Advisor.* County will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.

- B. For clarification purposes, subsections b., c., d., and e. of Article 2, Section 2.1 remain unchanged.

- C. A new subsection f. is added to Section 2.1, Advantage Program Description, as follows:

*f. No Project Services.* The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Work Products provided under an Advantage Program will comply with Specifications (i) the scope of work set forth in any Activity Description, or (ii) Esri’s published course descriptions for Training.

- C. Section 7.1 of Article 7, Term and Termination, of Attachment 3 (EAP) is deleted in its entirety and replaced with the following:

**7.1** The Term of this EAP Agreement was originally 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 was automatically renewed for two (2) additional one (1) year periods, following the 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, it was automatically renewed for ELA Extension Term 1 and ELA Extension Term 2, respectively. The term of this EAP Agreement is renewed to be coterminous with the ELA Extension Term 3 through October 31, 2030, subject to County’s payment of the portion of the ELA Fee due for ELA Extension Term 3. This EAP

Agreement can be renewed, upon written notice of election to extend by the County's Purchasing Director or by written agreement of the Parties, to be coterminous with any available ELA Extension Term, subject to County's payment of the ELA Extension Term Fees due for the applicable time periods. Any extension of the EAP after October 31, 2030, must be agreed to in writing by the Parties.

11. Attachment 4, Master Implementation Services Time and Materials Agreement (G363BM), and Appendix A to the Master Implementation Services Time and Materials Agreement are deleted in their entirety and replaced with the attached updated Attachment 4 Master Implementation Services Time and Materials Agreement (G363BM) ("Professional Services Agreement") and Appendix A to Professional Services Agreement.

12. Exhibit B, Esri Standard Maintenance Program, is deleted in its entirety and replaced with the attached updated Exhibit B, Esri Standard Maintenance and Support Program.

13. Exhibit C, ArcGIS Online Service Level Agreement, is deleted in its entirety and replaced with the attached updated Exhibit C, Service Level Agreement for ArcGIS Online, ArcGIS Velocity, Site Scan for ArcGIS, and ArcGIS Image Dedicated.

14. Required Florida Provisions. Provider warrants: it has not been charged with committing, and there has been no determination that it committed, a "public entity crime" as defined by Section 287.133, Florida Statutes; it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes; it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes; it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes; it is, and for the duration of the Agreement will remain in compliance with Section 286.101, Florida Statutes; it has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes; it and its subcontractors do not use, and will not for the duration of the Agreement will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26; Provider is not owned by the government of a foreign country of concern, the government of a foreign country of concern does not have a controlling interest in Provider, and it is not organized under the laws of and does not have its principal place of business in, a foreign country of concern; and Provider does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. By signature below, the undersigned duly authorized representative of Provider declares under penalty of perjury that they have read the foregoing statements and that the facts stated therein are true.

15. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties

agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

17. Provider acknowledges that through the date this Amendment is executed by Provider, Provider has no claims or disputes against County with respect to any of the matters covered by the Agreement.

18. The effective date of this Amendment shall be the date of complete execution by the Parties.

19. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

*(The remainder of this page is blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: 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 \_\_\_\_\_, 2025; and Environmental Systems Research Institute, Inc., signing by and through its duly authorized representative.

COUNTY

ATTEST:


BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2025

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


By Sara Cohen Digitally signed by Sara Cohen  
Reason: Approved as to form  
Location: Broward County  
Attorney's Office  
Date: 2025.04.04 07:56:38 -04'00'  
Sara F. Cohen (Date)  
Assistant County Attorney

By  Rene D. Harrod  
cn=Rene D. Harrod, ou=Broward  
County Attorney's Office,  
email=rharrod@broward.org, c=US  
Approved as to form  
2025.04.04 08:29:44 -04'00'  
René D. Harrod (Date)  
Chief Deputy County Attorney

SC  
Esri Third Amendment  
3/26/2025  
#1157708.3

**THIRD AMENDMENT TO MASTER AGREEMENT BETWEEN  
BROWARD COUNTY AND ESRI (AGREEMENT NO. 2014-ELA976)**

**PROVIDER – ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**

By:   
Annette Kazandjian (Apr 3, 2025 14:36 PDT)

Authorized Signer

Annette Kazandjian Managing Business Attorney

Print Name and Title

Apr 3, 2025  
\_\_\_\_\_ day of \_\_\_\_\_, 2025



**Appendix A-2 – Products and Deployment Schedule for ELA Extension Term 3**

County may deploy Products up to the total quantity of licenses indicated below during ELA Extension Term 3.

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

<b>Product (Uncapped as to quantity)</b>
<b>ArcGIS Enterprise:</b> ArcGIS Enterprise (Advanced and Standard)
<b>ArcGIS Enterprise Extensions:</b> ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager
<b>ArcGIS GIS Server:</b> Advanced, Standard, Basic
<b>ArcGIS Enterprise Additional Capability Servers:</b> ArcGIS Image Server, ArcGIS GeoEvent Server
<b>ArcGIS Monitor</b>
<b>ArcGIS Runtime Advanced</b>
<b>ArcGIS Runtime Analysis Extension</b>

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

<b>Perpetual Products</b>	<b>Rolled-In Qty. (if applicable)</b>	<b>Qty. to Be Deployed</b>	<b>Total</b>
ArcGIS Desktop Advanced - Concurrent Use	25	0	25
ArcGIS Desktop Standard - Concurrent Use	25	0	25
ArcGIS Desktop Basic - Concurrent Use	25	0	25
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	25 of each extension	0	25 of each extension
ArcGIS for Aviation, Airports	3	0	3
ArcGIS Enterprise Mission Server 4-core Production	0	1	1
ArcGIS Enterprise Mission Server 4-core Staging	0	1	1
ArcGIS Enterprise Workflow Manager Server Advanced 4-core Production	0	2	2
ArcGIS Enterprise Workflow Manager Server Advanced 4-core Staging	0	1	1
ArcGIS Business Analyst Enterprise State Advanced with ArcGIS Pro User Type	0	1	1

**Table A-3  
ELA Products – Capped Quantities & Uncapped Quantities**

<b>ArcGIS Enterprise Subscription Products</b>	<b>BCAD</b>	<b>WWS</b>	<b>BCGIS</b>	<b>Total Quantity Per Term</b>
ArcGIS Enterprise Viewer User Type Annual Subscription	Uncapped	Uncapped	Uncapped	<b>Uncapped</b>
ArcGIS Enterprise Contributor (formerly Editor) User Type Annual Subscription	25	25	150	<b>200</b>
ArcGIS Enterprise Mobile Worker User Type Annual Subscription	125	200	500	<b>825</b>
ArcGIS Enterprise Creator User Type Annual Subscription	10	50	365	<b>425</b>
ArcGIS Enterprise Professional (formerly Standard) User Type Annual Subscription	10	5	60	<b>75</b>
ArcGIS Enterprise Professional Plus (formerly Advanced) User Type Annual Subscription	5	10	60	<b>75</b>
<b>Total Named Users</b>	<b>175</b>	<b>290</b>	<b>1135</b>	<b>1600</b>
ArcGIS Aviation Airports for ArcGIS Pro Enterprise Annual Subscription	3	0	0	<b>3</b>
ArcGIS Data Interoperability for ArcGIS Pro Enterprise Annual Subscription	2	2	2	<b>6</b>
ArcGIS Street Map Premium for ArcGIS Pro Subscription – One State: Florida – Full Use (includes Display, Geocode & Route) Annual Subscription	0	0	2	<b>2</b>
ArcGIS Street Map Premium Enterprise (4-Cores) - One State: Florida – Full Use (includes Display, Geocode & Route) Annual Subscription	0	0	1	<b>1</b>
ArcGIS Street Map Premium Enterprise Additional 2 Core block - One State: Florida – Full Use (includes Display, Geocode & Route) Annual Subscription	0	0	2	<b>2</b>
ArcGIS Insights for ArcGIS Enterprise Annual Subscription (year one only)	5	5	40	<b>50</b>
ArcGIS Indoors Maps for ArcGIS Enterprise Annual Subscription	1	1	1	<b>3</b>
ArcGIS Indoors Spaces for ArcGIS Enterprise Annual Subscription	1	0	0	<b>1</b>
ArcGIS Indoors Positioning System (IPS) for	1	0	0	<b>1</b>

<b>ArcGIS Enterprise Subscription Products</b>	<b>BCAD</b>	<b>WWS</b>	<b>BCGIS</b>	<b>Total Quantity Per Term</b>
Enterprise Annual Subscription				
ArcGIS Developer Bundle Annual Subscription	1	1	1	3

**Table A-4**  
**ELA Product ArcGIS Online Organizational Subscription – Capped Quantities**

<b>ArcGIS Online Broward County GIS Subscription ID# 4793205769 150,000 ArcGIS Online Credits</b>	<b>Quantity per term</b>
ArcGIS Online Viewer Annual Subscription	850
ArcGIS Online Contributor (formerly Editor) User Type Annual Subscription	300
ArcGIS Online Mobile Worker Annual Subscription	600
ArcGIS Online Mobile Worker Annual Subscription – Elections Use*	400
ArcGIS Online Creator Annual Subscription	400
ArcGIS Online Professional (formerly Standard) User Type Annual Subscription	225
ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription	125
ArcGIS Workflow Manager Advanced Organizational Capability Extension for ArcGIS Online Annual Subscription	1
ArcGIS Data Interoperability for ArcGIS Pro Annual Subscription	6
ArcGIS Bathymetry for ArcGIS Pro User Type Add-On	2
ArcGIS Image Analyst for ArcGIS Pro User Type Add-On	2
ArcGIS Insights for ArcGIS Online Annual Subscription (year one only)	45
Business Analyst Online Web App Advanced Annual Subscription	5
ArcGIS Online Premium Feature Data Store M4 for one ArcGIS Online Organization Annual Subscription	1
ArcGIS Hub Premium ArcGIS Online Community Org 100 Users Annual Subscription	1
ArcGIS Hub Premium ArcGIS Online Community Additional 1000 Users Annual Subscription	5
ArcGIS Hub Premium ArcGIS Online Community Additional 1000 Credits Annual Subscription	50

<b>ArcGIS Online Broward County GIS Subscription ID# 4793205769 150,000 ArcGIS Online Credits</b>	<b>Quantity per term</b>
ArcGIS Drone2map Advanced for ArcGIS Online Annual Subscription	4
Site Scan for ArcGIS Custom 1 Year License up to 50,000 images per year Annual Subscription	1
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription	1
ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription	1
ArcGIS Velocity Advanced Annual Subscription	1

*\* Note – Mobile Worker are provided to support seasonal elections work only.*

**Table A-4 Continued 1**  
**ELA Product ArcGIS Online Organizational Subscription – Capped Quantities**

<b>ArcGIS Online Broward County Aviation Subscription ID# 4793205769</b>	<b>Quantity per term</b>
ArcGIS Online Viewer Annual Subscription	400
ArcGIS Online Mobile Worker Annual Subscription (250 credits per user)	125
ArcGIS Online Creator Annual Subscription (500 credits per user)	25
ArcGIS Online Professional (formerly Standard) User Type Annual Subscription	5
ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription	10
ArcGIS Insights for ArcGIS Online (year one only)	5
ArcGIS Image Analyst for ArcGIS Pro User Type Add-On	2
ArcGIS Drone2map Advanced for ArcGIS Online Annual Subscription	2
ArcGIS Indoors Maps for ArcGIS Online	1
ArcGIS Indoors Spaces for ArcGIS Online	1
ArcGIS Indoors Positioning System (IPS) for ArcGIS Online	1

**Table A-4 Continued 2**  
**ELA Product ArcGIS Online Organizational Subscription – Capped Quantities**

<b>ArcGIS Online Broward Water and Wastewater Services Subscription ID# 1090607450</b>	<b>Quantity per term</b>
ArcGIS Online Viewer Annual Subscription	25
ArcGIS Online Mobile Worker Annual Subscription (250 credits per user)	25
ArcGIS Online Creator Annual Subscription (500 credits per user)	25
ArcGIS Online Professional (formerly Standard) User Type Annual Subscription	5
ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription	10
ArcGIS Insights for ArcGIS Online Annual Subscription (year one only)	5
ArcGIS Image Analyst for ArcGIS Pro User Type Add-On	2
ArcGIS Drone2map Advanced for ArcGIS Online Annual Subscription	2

**Table A-4 Continued 3**  
**ELA Product ArcGIS Online Subscription – Capped\*\* Quantities**

<b>ArcGIS Online Emergency Surge Organization (1 Organizational Subscription)</b>	<b>Quantity per term</b>
State and Local Public Safety Named User Program ArcGIS Online Creator in Surge Environment Annual Subscription** (500 credits per user)	50
State and Local Public Safety Named User Program ArcGIS Online Mobile Worker in Surge Staffed Environment Annual Subscription** (250 credits per user)	10

\*\* Includes the ability to add an unlimited number of users of the types shown above during an activation of the EOC (partial or full) via request to Esri Disaster Response Program <http://www.esri.com/services/disaster-response/form>. When the EOC returns to standard operations, County will have 2 weeks to return to normal with the original quantity of named users.

### Appendix B-2 — ELA FEE SCHEDULE FOR ELA EXTENSION TERM 3

The ELA Fee for ELA Extension Term 3 total is \$9,900,000. This ELA Fee is in consideration of the ELA Products, ELA Maintenance, ESRI International and Southeast User Conferences registrations, the ESRI Enterprise Advantage Program (EAP) and Esri Premium Support Services (PSS).

#### Fees for ELA Extension Term 3

<b>ELA Extension Term 3 Year 1</b> November 1, 2025 – October 31, 2026	<b>ELA Extension Term 3 Year 2</b> November 1, 2026 – October 31, 2027	<b>ELA Extension Term 3 Year 3</b> November 1, 2027 – October 31, 2028	<b>ELA Extension Term 3 Year 4</b> November 1, 2028 – October 31, 2029	<b>ELA Extension Term 3 Year 5</b> November 1, 2029 – October 31, 2030	<b>Total ELA Extension Term 3 Fees</b>
<b>\$1,980,000</b>	<b>\$1,980,000</b>	<b>\$1,980,000</b>	<b>\$1,980,000</b>	<b>\$1,980,000</b>	<b>\$9,900,000</b>

Number of Esri International User Conference Registrations	10
Number of Esri Southeast User Conference	40
Number of Sets of Back-Up Media	1
Number of Authorized Tier-Two Standard Support Callers	8
ELA Extension Term 3	November 1, 2025, through October 31, 2030
Premium Support Services (“PSS”)	One annual PSS subscription with eight authorized callers and unlimited premium support cases.

<p><b>Esri Enterprise Advantage Program (EAP):*</b></p> <p><b>Three annual subscriptions.</b></p>	<p>EAP components for ELA Extension Term 3 covering November 1, 2025 – October 31, 2030:</p> <ul style="list-style-type: none"> <li>• Up to 200 Technical Advisor hours annually in the BC GIS EAP; up to 100 Technical Advisor hours in the WWS EAP; and up to 100 Technical Advisor hours in the Aviation EAP.</li> <li>• Annual 1-day planning session for BC GIS; annual 1-day planning session for WWS; and annual 1-day planning session for Aviation.</li> <li>• Quarterly Technology Webcasts.</li> <li>• 200 (BC GIS), 100 (WWS) and 100 (Aviation) Learning and Services Credits.</li> </ul>
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\* Unused Learning and Services credits will expire 24 months after their purchase date, or one month after the expiration of the program, whichever is first. Learning and Services credits are a flexible way for

County to receive focused technical enablement support. These credits are not intended for use on project-specific professional services. Any project-related activities requiring Esri Project Services support will be scoped, budgeted, and scheduled outside of the Advantage Program. More information about the Advantage Program can be found at [www.esri.com/services/eeap](http://www.esri.com/services/eeap).

Any activities proposed to be completed under the Advantage Program would be subject to review and approval by Esri to ensure alignment with the intent of the Advantage Program.

At time of renewal, Esri reserves the right to update Advantage Program (AP) terms to reflect the latest program offering.

**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 3 Compensation and Invoicing of Attachment 4 (the Professional Services Agreement).

**Optional Pricing – Unit-Priced Items**

- EAP Learning and Services Credits and Technical Advisor Hours

County may acquire additional Learning and Services Credits and/or Technical Advisor hours at any time during the program at the corresponding calendar year’s list pricing shown below.

<b>Unit-Priced Item</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
Additional Learning & Service Credits (100)	\$73,300	\$79,000	\$82,900	\$87,000	\$91,400
Additional Learning & Service Credits (50)	\$37,650	\$39,500	\$41,450	\$43,500	\$45,700
Additional Technical Advisor Hours (100)	\$33,200	\$34,800	\$36,500	\$38,300	\$40,200

**Revised Esri Exhibit 1, Scope of Use (E300 10/02/2014)**  
**in License Agreement No. 2014MLA 976**

Exhibit 1, Scope of Use (E300 10/02/2014), found in Attachment 2 License Agreement 2014MLA976 (204M 04/26/2013) is deleted in its entirety and replaced by this Revised Esri Exhibit 1, Scope of Use (E300). For clarification purposes, the General License Terms and Conditions of the License Agreement are unmodified.

**ADDENDUM 1**  
**SOFTWARE TERMS OF USE (E300-1)**

In addition to the Scope of Use in Article 2 of the General Terms and Conditions, this Exhibit 1—Scope of Use (E300), which is comprised of Addendum 1 (E300-1) for Software, Addendum 2 (E300-2) for Data, and Addendum 3 (E300-3) for Online Services, apply. Each Addendum contained in this Exhibit sets forth additional or specialized terms of use for the specific Products identified in each Addendum and takes precedence over conflicting General License Terms and Conditions of the License Agreement. These terms are incorporated by reference within the License Agreement (2014MLA976). Esri reserves the right to update this Exhibit 1—Scope of Use (E300) from time to time. All changes will be available for review at <http://www.esri.com/legal/software-license>.

**SECTION 1-DEFINITIONS**

Esri provides Software under one or more of the license or subscription types identified in the definitions below. The Documentation and applicable sales quotation, purchase order, or other Ordering Documents will identify which license or subscription type(s) applies to the Software that the County orders.

1. "Commercial App Deployment License" means a license to distribute Value-Added Applications to third parties for a fee.
2. "Concurrent Use License" means a license to install and use the Software on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
3. "Deployment License" means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to County's end users.
4. "Deployment Server License" means a means a license to use Software under a Server License for all uses permitted in the License Agreement and as described in the Documentation.
5. "Development Server License" means a license to use Software under a Server License for all uses permitted in the License Agreement and as described in the Documentation
6. "Development Use" means the right to install and use the Software to build and test Value-Added Applications as described in the Documentation.
7. "Esri Client Software" means ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.
8. "Esri Content Package(s)" means a digital file containing Online Services basemap Data extracted from the Online Services.
9. "Failover License" means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site



is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.

10. "Named User" means County's employee, agent, consultant or contractor to whom County has assigned a unique, secure named user login credential that enables access to the Software that requires such credential in order to use credential-managed capabilities within the Software for County's exclusive benefit.
11. "Named User Credential(s)" means an individual person's login and associated password enabling that person to access and use Software.
12. "Named User License" means the right for a single Named User to use a specific Esri Product.
13. "Redistribution License" means a license to reproduce and distribute Software provided that:
  - a. County reproduces and distributes the Software in its entirety;
  - b. A license agreement that protects the Software to the same extent as the License Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the License Agreement;
  - c. County reproduces all copyright and trademark attributions and notices; and
  - d. County does not charge a fee to others for the use of the Software.
14. "Server License" means a license to install and use Software on any computer being used as a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
15. "Single Use License" means a license that allows County to permit a single authorized end user to install and use the Software on a single computer for use by that end user on the computer on which the Software is installed. County may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
16. "Staging Server License" means a license that authorizes County to install and use the Software for the following purposes: building and testing Value-Added Applications and map caches; conducting user acceptance testing, performance testing, and load testing of other third-party software; staging new commercial data updates; and training activities as described in the Documentation. Value-Added Applications and map caches can be used with Development and Deployment Servers.
17. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.
18. "Perpetual License" means a license to use a version of the Product, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or County as authorized under this License Agreement.

**SECTION 2-TERMS OF USE FOR SPECIFIC SOFTWARE**

Esri publishes Product-specific Software terms of use at <https://www.esri.com/legal/scope-of-use>

## ADDENDUM 2

### DATA TERMS OF USE (E300-2)

This Data Terms of Use Addendum ("Addendum 2") sets forth changes to the terms of the County's use of Data and includes the License Agreement. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data Terms of Use referenced below at any time. For Data licensed through a subscription, County may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If the County continues to use the Data, County will be deemed to have accepted the modification.

#### SECTION 1-GENERAL RESTRICTIONS ON USE OF DATA

In addition to the restrictions set forth in Section 2.5 Prohibited Uses of the License Agreement, the following restrictions apply to use of Data by County and County's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited.

##### ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 2:

- a. "Business Listing Data" means any dataset that includes a list of businesses and may include other associated business attributes.
- b. "Esri Content Package(s)" means a digital file containing Online Services basemap Data extracted from the Online Services.
- c. "Street Data" means Data that includes or depicts information about roads, streets, and related features.

##### ARTICLE 2—USES AND RESTRICTIONS

###### 2.1 Permitted Uses.

- a. Unless otherwise authorized in writing, County may only use Data with the Products for which Esri has provided the Data.
- b. County may create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Software to third parties subject to restrictions set forth in the License Agreement, provided that County affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. County may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. County may not otherwise scrape, download, or store Data.
- d. County may make any internal use of geocoded results that are obtained and stored in compliance with the License Agreement. County may not redistribute geocoded results except to (i) use and/or display on a map in connection with County's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of County's business, or (iii) deliver to third parties, on a

noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

## **2.2 Use Restrictions.**

- a. County may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. County may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party other than as allowed by Section 2.1.d.
- c. *Business Listing Data*. Unless authorized in writing, County may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data*. County may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, County may not use Street Data for
  1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
  2. Synchronized multivehicle routing; or
  3. Synchronized route optimization.
- e. *Business Analyst Data*. County may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. County may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses*: If County orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), County may use only the licensed subset, not any other portion of the full dataset.
- g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. County's right to use data downloaded to County's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

### **SECTION 2-TERMS OF USE FOR SPECIFIC DATA**

Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to County. These terms supplement and amend the terms of the License Agreement and are available at [www.esri.com/legal/third-party-data](http://www.esri.com/legal/third-party-data).

**ADDENDUM 3**  
**ONLINE SERVICES ADDENDUM (E300-3)**

This Online Services Addendum ("Addendum 3") sets forth the terms of County's use of Online Services and includes the License Agreement, which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time.

**SECTION 1-COMMON TERMS OF USE OF ONLINE SERVICES**

**ARTICLE 1-DEFINITIONS**

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3: -

- a. "Anonymous Users" means all who have public access (i.e., without having to provide a Named User Credential) to any part of the County's Content or Value-Added Applications, which County has published through the use of the Sharing Tools, included with County's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
- b. "API" means application programming interface.
- c. "App Login Credential" means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- d. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- e. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- g. "County's Content" means any Content that County, a County's Named User, or any other user submits to Esri in connection with County's use of the Online Services, any results derived from the use of County's Content with Online Services, and any Value-Added Applications County builds with Developer Tools and deploys with Online Services. County's Content excludes any feedback, suggestions, or requests for Product improvements that County provides to Esri.
- h. "Named User(s)" means County's employee, agent, consultant, or contractor to whom County has assigned a unique, secure login credential (identity) enabling access to Software that requires such identity in order to access identity-managed capabilities within the Software for County's exclusive benefit. For educational use, Named Users may include registered students.
- i. "Named User Credential(s)" means an individual person's login and associated password enabling that person to access and use Products.
- j. "Named User License" means the right for a single Named User to use specific Software or Online Services.
- k. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that County accesses through Online Services.

- l. "Online Services Subscription" means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- m. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- n. "Sharing Tools" means publishing capabilities included with County's authorized use of Online Services or ArcGIS Enterprise that allow County to make County's Content and Value-Added Applications available to third parties or Anonymous Users.
- o. "Value-Added Application" means an application developed by County for use in conjunction with the authorized use of any Software, Data, or Online Services.
- p. "Web Services" as used under County's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

## **ARTICLE 2-USE OF ONLINE SERVICES**

**2.1 License to Online Services.** Esri grants County a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid (if required), (ii) for County's own internal use by County and County's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration authorized by Esri.

**2.2 Provision of Subscription Online Services.** For subscription Online Services, Esri will

- a. Provide Online Services to County in accordance with the Documentation and the Service Level Agreement (attached as Exhibit C to the Master Agreement, which may be updated from time to time by Provider);
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support County may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to County any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through County's account or through third-party Content.

### **2.3 County's Responsibilities.**

- a. County shall be responsible for Named Users' compliance with this Agreement. County and County's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through County's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the County determines that the former users will no longer access the Online Services.
- b. County and County's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access County's account. County will immediately notify Esri if County becomes aware of any unauthorized use of County's account or any other breach of security relating to County's account.
- c. Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.
- d. County is solely responsible for the development and operation of County's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission,

maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

- e. County may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to County Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
- f. County may not embed an App Login Credential into Value-Added Applications that enables access to County Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to County Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials. County may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through County's Value-Added Application(s). County may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

**2.4 Prohibited Uses of the Online Services.** In addition to the prohibited uses or except as provided under the License Agreement, County shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming turn or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. County shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process Content online that is unclassified controlled technical information (UCTI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). County shall not attempt to (a) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or (b) benchmark the availability, performance, or functionality of Online Services for competitive purposes.

**2.5 Evaluations.** Esri may provide licenses to use certain Services for County's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until County purchases a subscription, whichever occurs first. IF COUNTY DOES NOT CONVERT COUNTY'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT COUNTY

UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF COUNTY DOES NOT WISH TO PURCHASE A SUBSCRIPTION, COUNTY MUST EXPORT SUCH CONTENT BEFORE THE END OF COUNTY'S EVALUATION PERIOD.

**2.6 Modifications of Online Services.** Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

**2.7 Discontinuation or Deprecation of Online Services.** Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time, subject to the terms of this section. Esri will use commercially reasonable efforts to provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will use commercially reasonable efforts to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons that preclude such support.

**2.8** If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to County's use of the Online Services or its operations, as determined by County in County's sole discretion, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If the repair, correction or workaround is not a viable solution, as determined by County in its sole discretion, County may cancel its subscription to Online Services, and Esri will issue a prorated refund.

**2.9 Attributions.** County is not permitted to remove any Esri or Esri's licensors' logos or other attribution associated with any use of ArcGIS Online Services.

## **ARTICLE 3-TERM AND TERMINATION**

The following supplements Article 3—Term of the License Agreement:

**3.1 Term of Subscriptions.** The term of any subscription shall be annual and coterminous with the County's Term Licenses unless otherwise stated in the applicable Ordering Document under which it is purchased. To the extent applicable, the applicable fees for any subscriptions or term Products shall be pro-rated to ensure the terms are coterminous.

For illustrative purposes only:

County orders a subscription on June 1, 2015. County wants to add a second subscription August 1, 2015. County's second subscription is prorated to be conterminous with the first subscription

**3.2 Subscription Rate Changes.** Unless County is on a month-to-month subscription, subscription rates may be increased effective upon the expiration of the then-current term provided Esri provides at least ninety (90) days' notice prior to the effective date of the increase. In the event of a rate increase, County may elect not to renew the applicable Online Services.

**3.3 Service Interruption.** County's access (including access on behalf of County's customers) to and use of Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri. In the event of any service interruptions that qualify for Service Credits per the terms of the Service Level Agreement (Exhibit C to the Master Agreement), Provider shall promptly



provide County with the appropriate SLA credit that will be applied to County's account in the next billing cycle.

**3.4 Service Suspension.** Esri shall be entitled, without any liability to County, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if County breaches the License Agreement; (b) if County exceeds usage limits and fails to purchase additional license capacity sufficient to support County's continued use of Online Services as described in Article 5 of this Addendum; (c) if County's use of Online Service(s) adversely affects the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending County's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, County will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

**3.5** Except as may be set forth in the ArcGIS Online Service Level Agreement, Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that County or any County customer may incur as a result of any Service Interruption or Service Suspension.

#### **ARTICLE 4—COUNTY'S CONTENT, FEEDBACK**

**4.1 County's Content.** County retains all right, title, and interest in County's Content. County hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce County's Content solely for the purpose of enabling County's use of Online Services. Without County's permission, Esri will not access, use, or disclose County's Content except as reasonably necessary to support County's use of Online Services, respond to County's requests for customer support, or troubleshoot County's account or for any other purpose authorized by County in writing. If County accesses Online Services with an application provided by a third party, Esri may disclose County's Content to such third party as necessary to enable interoperation between the application, Online Services, and County's Content. Esri may disclose County's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is County's sole responsibility to ensure that County's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

**4.2 Removal of County's Content.** County will provide information and/or other materials related to County's Content as reasonably requested by Esri to verify County's compliance with this License Agreement. Esri may remove or delete any portions of County's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify County before County's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at [http://www.esri.com/legal/dmca\\_policy](http://www.esri.com/legal/dmca_policy).

**4.3 Sharing County's Content.** If County elects to share County's Content using Sharing Tools, then County acknowledges that it has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit County's Content through Online Services. ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF COUNTY'S CONTENT RESULTING FROM USE OR MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. COUNTY'S USE OF SHARING TOOLS IS AT COUNTY'S SOLE RISK.

**4.4 Retrieving County's Content upon Termination.** Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make County's Content available to County for download for a period of thirty (30) days unless County requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, County's right to access or use County's Content with Online Services will end, and Esri will have no further obligations to store or return County's Content.

#### **ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS**

The Online Services available to County are controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through County's account. The Service Credits provided with County's ArcGIS Online account will be as set forth in an applicable Ordering Document. Esri will notify County's account administrator when County's Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to County through County's subscription. Esri reserves the right to suspend County's account when consumption reaches one hundred percent (100%) of the Service Credits allocated to County's subscription. County's access to the account will be restored immediately upon the completion of County's purchase transaction for additional Service Credits for the subscription account.

#### **ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES**

**6.1 Online Content.** ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

**6.2 Third-Party Content and Websites.** Online Services and ArcGIS Website may reference or link to third-party websites or enable County to access, view, use, and download third-party Content. This Agreement does not address County's use of third-party Content, and County may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; County's use of any third-party websites and third-party Content is *as is*, without warranty, and at County's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

**SECTION 2-TERMS OF USE FOR SPECIFIC ONLINE SERVICES**

Esri publishes Online Services Subscription-specific terms of use at <https://www.esri.com/legal/scope-of-use>.

# Attachment 4

## Master Implementation Services

### Time and Materials Agreement

#### ("Professional Services Agreement")

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This Professional Services Agreement ("Agreement") is between the County ("County") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

#### 1. DEFINITIONS

**"COTS Software"** means all or any portion of Esri's proprietary commercial off the shelf software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

**"Deliverable(s)"** means consulting hours under Time and Material.

**"Ordering Document"** means a purchase order or other ordering document identifying the proposal or quote for Services that County orders.

**"Services"** means any Professional Service development or consulting services that Esri provides to County.

#### 2. OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this section, Esri owns and retains all rights, title, and interest in Deliverables provided under this Agreement. In consideration of County's payment of all applicable fees in accordance with this Agreement, Esri grants to County a nonexclusive, nontransferable right and license or subscription to access and use Deliverables as set forth in the applicable specifications and Esri's proposal. Esri authorizes County to copy and make derivative works of the Deliverables for County's own internal use in conjunction with County's authorized use of Esri's COTS Software. The grants of rights in this section continue for the duration of the subscription or applicable term or perpetually if no term is applicable or identified in Esri's proposal. County will not: (i) sell, rent, lease, sublicense, distribute or assign services or Deliverables; (ii) reverse engineer, decompile, or disassemble any Deliverables delivered in compiled form, (iii) remove or obscure any Esri or its licensors' patent, trademark, proprietary rights notices, or legends contained or affixed to any Deliverables. All rights not specifically granted in this Agreement are reserved.

#### 3. COMPENSATION AND INVOICING

For Firm Fixed Price engagements, Reserved.

For Time and Material based engagements, Esri will perform and invoice Services on a time and materials basis

using the labor categories and rates specified for the performance period. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month or for actual workdays expended. Daily rates are based on eight (8) hours of labor and a partial day will be adjusted and invoiced accordingly. Meals will be invoiced on a "per diem" basis in accordance with Section 112.061, Florida Statutes. Other direct costs (ODCs), including travel-related expenses and meal per diem, will be invoiced in accordance with Section 112.061, Florida Statutes. Esri may reallocate authorized funding between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall authorized funding is not exceeded. If Esri reaches the not-to-exceed funding limit, County may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability. If County requires Services beyond the term stated in the proposal, Esri reserves the right to escalate labor rates up to five percent (5%) per calendar year.

County will pay each invoice no later than thirty (30) days after receipt and will send payment to the Esri address identified on the invoice.

#### 4. ACCEPTANCE

Time and Material engagements, Deliverables are consultation time only. Services are subject to the not-to-exceed funding limit and will be deemed accepted unless County notifies Esri within ten (10) days after performance. County may purchase additional Service Packages as needed to complete County's work requirements.

For Firm Fixed Price engagements, Reserved.

#### 5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of ninety (90) days from the date of acceptance of a Deliverable that the Deliverable will materially comply with to the applicable written specifications referenced in the proposal or quote. If a Deliverable does not substantially conform to these standards or specifications, Esri will reperform the Deliverable at no additional cost to County.

**Disclaimer of Warranties.** Except for the limited warranty set forth in this section, Esri disclaims all warranties or conditions of any kind, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, or noninfringement of intellectual property rights. Esri does not warrant that Deliverables, or County's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities

can or will be corrected. Deliverables are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. County should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be a County's own risk and cost.

## 6. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

Section 15 *Provider's Disclaimer of Certain Types of Liability*, Section 16 *Provider's General Limitation of Liability* and Section 17 *Applicability of Disclaimers and Limitations* of the Master Agreement apply to this Agreement.

## 7. EXPORT COMPLIANCE

Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. County will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. County will not export, reexport, transfer, or use Services for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. County shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes County's export privileges. County will not upload, store, or process in Cloud Services any County Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. County will notify Esri in advance if Esri's performance of any is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services until Esri obtains any necessary export license from the US government. County will reasonably assist Esri in applying for and obtaining an export license if needed.

## 8. GENERAL PROVISIONS

**8.1 Use of Subcontractors.** Esri reserves the right to utilize technically qualified subcontractor resources with County's prior written approval to support work contracted under this agreement. Esri will remain responsible for the quality of all work performed by an Esri subcontractor resources

**8.2 Taxes.** Services are quoted exclusive of all state, local, value-added, or other taxes; customs; duties; or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's services or Deliverables, County will pay the applicable tax upon receipt of written notice that it is due.

**8.3 Order of Precedence.** These terms and conditions will take precedence over any County terms and conditions included in County ordering or authorizing documents, such as purchase orders. Any additional terms or conditions in County ordering or authorizing documents will be void unless a written amendment signed by both parties is incorporated.

**8.4 Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

**8.5 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida and, as applicable, U.S. federal law without reference to their conflict of laws principles.

**8.6 Entire Agreement.** This Agreement is the sole and entire agreement of the parties for services and supersedes any previous agreements, understandings, and arrangements between the parties relating to the subject matter. The undersigned acknowledges and represents that they have read and understood this Agreement and have the authority to bind their organization to these terms and conditions.

**8.7 Agreement Term.** This Agreement shall commence on November 1, 2025, and expires on October 31, 2030. It may be renewed upon mutual written agreement of County and Esri.

### 8.8 Termination.

**A. Termination for Convenience.** County may terminate this Agreement for convenience at any time on thirty (30) days' written notice to Esri and upon payment to Esri of all amounts for Services provided prior to the date of termination. Esri may terminate this Agreement for convenience at any time on thirty (30) days' written notice to County.

**B. Termination for Cause by County.** County shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement for any material breach of this Agreement by Esri that is not cured within fifteen (15) days of receipt by Esri of a notice specifying the breach and requiring its cure.

**C. Termination for Cause by Esri.** Esri shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement for any material breach of this Agreement as detailed in subsections i through iv below that is not cured within fifteen (15) days of receipt by County of a notice specifying the breach and requiring its cure.

i. County defaults under this Agreement three (3) or more times within any six (6)-month period, regardless of whether such defaults are cured;

ii. County engages in the unauthorized use of the COTS Software;

- iii. County engages in the unauthorized use, reproduction, or disclosure of Deliverables;
- iv. County fails to pay an overdue invoice after ten (10) business days' written notice of the amounts overdue to Esri pursuant to the "Compensation and Invoicing" Article 3 of this Agreement.

## TIME AND MATERIALS RATE SCHEDULE

*Effective January 1, 2025, through December 31, 2029*

Hourly time and materials labor category descriptions and rates have been provided for each labor category for calendar years 2025 through 2029. The hourly labor rates for services that are performed after 2029 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

### **Technical Analyst**

Applies knowledge of geospatial and information technology fundamentals to project activities such as data management, COTS software configuration, workflow automation and writing technical documentation. Individuals in this position may have specialized skills and experience in areas such as geospatial engineering focusing on data quality and data production, or implementation engineering focusing on foundational activities for enterprise applications and systems.

### **Technical Specialist**

Uses, applies, and configures geospatial and information technology to support project activities focused on the application of proven GIS implementation patterns and best practices. Individuals in this position may have specialized skills and experience in areas such as geospatial engineering focusing on creating, implementing, and supporting workflows and information models for geographic data and information, or implementation engineering focusing on enterprise systems, data and application needs in a variety of well-defined system architectures.

### **Subject Matter Expert**

Applies deep technical knowledge to meet project and mission needs, and leverage industry best practices to implement products and technology. Individuals in this position support project activities by providing subject matter expertise in one or more specific technologies or domains to help meet their project goals. Individuals in this position have specialized skills and experience in areas such as geospatial engineering focusing on designing information models and advanced data design and management activities like multi-user editing workflows and distributed database design, or implementation engineering focusing on strategies for incorporating industry-focused enterprise solutions.

### **Principle Subject Matter Expert**

Applies deep expertise to develop technical and geospatial strategies to meet business, mission, and specific project needs. These individuals lead technical implementations of complex solutions for projects and engagements and apply broad knowledge and expertise in both geospatial and information technology often working in a hands-on capacity fulfilling consulting, engineering, and architecture roles. Principle Subject Matter experts provide technical leadership to other technical staff to complete successful engagements focusing on enterprise implementation and integration. Individuals in this position have specialized skills and experience in areas such as geospatial engineering focusing on addressing complex geospatial challenges, or implementation engineering focusing on geospatial strategies for deploying advanced enterprise solutions.

**Current Rates by Labor Category**

<b>Labor Category</b>	<b>Calendar Years 2025-2029</b>
Technical Analyst	\$306
Technical Specialist	\$368
Subject Matter Expert	\$475
Principal Subject Matter Expert	\$584



## Exhibit B

# Esri Standard Maintenance and Support Program

(J10044 Version dated March 22, 2024)

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Customers in the United States that keep their Maintenance or Subscription(s) current have access to support for Qualifying Products. Qualifying Products may be included in an Enterprise Agreement or licensed individually. Support may vary by product, license type, subscription, program, and in accordance with the Esri Product Life Cycle Support Policy found at <https://downloads2.esri.com/support/TechArticles/Product-Life-Cycle.pdf>, and may include some or all the following:

- Standard Technical Support
- New versions and Software Updates, Hot Fixes and Patches
- Self-Paced E-Learning
- Esri User Conference registration
- Access to ArcGIS Living Atlas Subscriber Content
- Access to the latest ArcGIS Solutions

For a current description of support by product, license type, subscription, or program, please visit <https://go.esri.com/qualifying-products>. For additional details about Esri's support program visit <https://www.esri.com/benefits> or contact Esri Customer Service.

### **Add-On Support Programs**

Customers current on support may purchase one or more of the following add-on support programs on an annual basis ("**Add-On Support Programs**"), which will run concurrently with their support term:

- Premium Support Services ("**PSS**")
- Special Events Premium Support Services ("**SEPSS**")
- North America Regulated Industries Support ("**NORUS**")
- After Hours Support
- Enablement Support Services ("**ESS**")

Esri reserves the right to change the Esri Maintenance and Support Program at any time and, if reasonable under the circumstances, Esri will provide thirty (30) days' advance written notice of any material alterations. Any material alterations will become effective upon renewal.

### **ARTICLE 1—DEFINITIONS**

The terms used are defined as follows:

- a. "**Authorized Caller(s)**" means the Customer-designated individual who may contact Esri to request technical support (e.g., to report technical issues or request product assistance).
- b. "**Case(s)**" means the Esri record that contains technical notes and documentation of all related interactions between Customer and Esri Support Services for a given technical issue. Depending on how the request was initiated, Esri will provide phone, email, chat, or Esri Support App

confirmation of the Case creation. The Case will be given a unique identification number for reference and tracking.

- c. **"Customer"** means Licensee or Customer as defined in the Master Agreement or Customer's signed Agreement with Esri.
- d. **"Customer Number"** means a unique number created by Esri to identify each Customer office or site, which is included on Esri invoices.
- e. **"Esri Support Services"** means the Esri technical support team.
- f. **"Hot Fix(es)"** means a single fix in one of the specific functional areas that is critical to Customer (e.g., Customer's production has stopped). Esri will send the Hot Fix to Customer as soon as Esri completes a technical feasibility assessment. With the Hot Fix, Esri will deliver documentation that will clearly identify the technical problems addressed and any limitations. Esri will conduct limited testing on Hot Fixes before providing them to Customer. Esri will incorporate Hot Fixes into subsequent Software Updates. Hot Fixes do not provide new functionality. Hot Fixes will only function with the associated Esri product type and release.
- g. **"Patch(es)"** means a single fix [see Hot Fix(es)] or a set of related fixes that are in a specific functional area of the Esri product and will apply to multiple Esri customers. Once a Patch is released, it will be incorporated into a subsequent Software Update. Esri conducts limited testing on Patches before providing them to customers. Patches do not provide new functionality. Patches will only function with the associated Esri product type and release.
- h. **"Premium Licensee Authorized Contact" or "Premium LAC"** means up to two (2) individuals designated by Customer as its authorized caller(s) to report a PSS Case and work directly with the TAM.
- i. **"PSS Case(s)"** means a Case that is opened as or elevated to PSS and/or SEPSS via Customer request or technical support's elevation process.
- j. **"Qualifying Product(s)"** means Esri's unmodified products or products that were modified by Esri or under Esri's direction and are eligible for some or all of the support programs.
- k. **"Self-Paced E-Learning"** means a collection of self-paced learning resources for applicable Esri products accessible from the Esri Training website.
- l. **"Software Updates"** means a collection of files that enhance or correct a Qualifying Product and will be available for Customer to download during the support term.
- m. **"TAM"** means the technical account manager who will be the primary point of contact for the coordination and escalation of PSS Cases.

## **ARTICLE 2—PAYMENT, RENEWAL, REINSTATEMENT, AND EXPIRATION**

**2.1 Payment.** Unless otherwise agreed to in another agreement between Customer and Esri, Esri will provide support for Qualifying Products during an Enterprise Agreement term, Maintenance term, or the term of a Subscription following Esri's acceptance of an order.

**2.2 Renewals.** Esri will issue a quote approximately ninety (90) days before the expiration date ("**Renewal Quote**"). The Renewal Quote will be sent via email and provide Customer with a breakdown of the Qualifying Products licensed and Support Program(s) due to expire and the associated fees to renew. If Customer has acquired multiple Qualifying Products and/or Support Programs throughout the course of a year, Esri will provide a single Renewal Quote with prorated fees and a common renewal term for all Qualifying Products and Support Program(s).

**2.3 Past-Due Renewals (Subscriptions).** If Customer does not renew a Subscription to a Qualifying Product prior to the renewal quote's expiration date, but at a later date wants to renew their Subscription, Esri will quote associated fees to renew at then-current pricing with any legacy or migration pricing forfeited.

**2.4 Past-Due Renewals (Maintenance on Perpetual Licenses).** If Customer does not renew Maintenance on a Qualifying Product prior to their renewal quote's expiration date, but at a later date wants to reinstate Maintenance, fees will include the fees that Customer would have paid since the expiration date. Esri will quote associated fees to renew at then-current pricing with any legacy or migration pricing forfeited.

**2.5 Term Expiration.** It is Customer's responsibility to renew Maintenance, Subscriptions, or Add-On Support Programs in order to be eligible to receive support. If Esri does not receive a purchase order or payment for renewal prior to the expiration date, Customer will no longer be eligible to receive support.

**ARTICLE 3—ESRI USER CONFERENCE REGISTRATION; SELF-PACED E-LEARNING; LIVING ATLAS SUBSCRIBER CONTENT; ARCGIS SOLUTIONS**

Support for Qualifying Products may include the following:

**3.1 Esri User Conference Registration.** Customer must submit a registration form for each individual attending the Esri User Conference. Registrations are assigned in the order received and are nontransferable. Customer may also purchase additional registrations.

**3.2 Self-Paced E-Learning.** Access to Self-Paced E-Learning requires each individual to have an Esri account, or ArcGIS Online account with Esri Access enabled; have a broadband Internet connection; and be an employee, agent, consultant, or contractor of Customer. For education accounts, individuals may include registered students.

**3.3 Living Atlas Subscriber Content.** Living Atlas Subscriber Content allows ArcGIS Named Users access to a collection of value-add layers from ArcGIS Online. These layers are denoted by a Living Atlas Subscriber Content badge on their item details pages.

**3.4 Latest ArcGIS Solutions.** ArcGIS Solutions are a library of prebuilt, industry-specific configurations of ArcGIS that are delivered through a subscription to ArcGIS Online or ArcGIS Enterprise.

**ARTICLE 4—STANDARD TECHNICAL SUPPORT**

**4.1 Scope of Technical Support.** As part of support for Qualifying Products, Customer will receive the level of technical support corresponding to the respective life cycle phase. Information on the Qualifying Product life cycle phase and the ArcGIS Product Life Cycle Support Policy can be found at <https://support.esri.com/en/content/productlifecycles>. Esri does not provide technical support for (a) customization of solutions, templates, or tools; (b) patches received outside of a life cycle; or (c) third-party software, hardware, technology, or similar peripherals that are not provided by Esri. However, Esri does answer questions about how to interface Esri products with supported devices. Further details on

the scope of technical support are found at <https://support.esri.com/en/supportscope>.

**4.2 Authorized Callers.** Customer may designate a limited number of Authorized Callers per Qualifying Product. Customer may replace Authorized Callers at any time through the My Esri site.

**4.3 Submitting a Case.** As part of support for Qualifying Products, Authorized Callers may contact Esri as many times as needed. All requests for technical support must contain detailed information about the technical issue. Authorized Caller must be prepared to provide as much of the following information as possible:

- The Esri Customer Number
- The phone number and email address where Authorized Caller can be reached
- The version of the software and operating system in use
- The database in use, if applicable
- The Online Services, tools, and/or APIs in use, if applicable
- The Esri Global ID
- A description of what Customer was doing when the problem occurred and steps to reproduce the issue
- The exact wording of any error messages that appear on the screen

**4.4 Telephone, Chat, Web Form and Esri Support App.** If Customer needs help with a technical issue, an Authorized Caller may contact Esri by phone, chat, or web form.

- a. *By Telephone.* The Authorized Caller will be connected to a technical support analyst who will create a Case and be dedicated to work on the technical issue. If a technical support analyst is unavailable, the Authorized Caller may create a Case, which will be placed in a dispatch queue for the next available technical support analyst.
- b. *By Chat.* To initiate a chat consultation, the Authorized Caller must click the Chat with an Analyst button in an Esri Product or at <https://support.esri.com/en/webform-chat>. Chat-based requests can only be made during Esri Support Services operating hours, listed in Article 11 below. The Authorized Caller must create a Case and will be connected to a technical support analyst. If a technical support analyst is unavailable, the Authorized Caller can opt to receive an email notification when the next technical support analyst is available.
- c. *By Web Form.* The Authorized Caller may request technical support by completing an online web form available at My Esri. Requests made through this channel are received twenty-four (24) hours a day, seven (7) days a week, but are logged and assigned to a technical support analyst the next business day. Esri will respond on a first come, first served basis. All Cases reported by web form are given the same priority and level of attention as those reported by telephone.
- d. *By Esri Support App.* The Authorized Caller may create and manage Cases either by telephone or web form using the mobile app. The Esri Support Mobile app is available on Android and iOS devices.

**4.5 Technical Support Website.** Esri has created a self-help support website for customers to view technical articles, updated product documentation, blogs, links to forums, and technology announcements. Additionally, Authorized Callers may connect to My Esri to submit technical issues, chat with technical specialists, and track Cases. The Esri Support website can be found at

<https://support.esri.com>.

**4.6 Standard Technical Support Response Time.** Esri will respond to a technical support request during Esri Support Services operating hours. Esri will make commercially reasonable efforts to respond according to the severity level of the technical issue as shown in the table below. An Authorized Caller may request that the technical support analyst change a technical issue severity level, but requests for critical and high-severity levels must be made via telephone.

Severity	Criteria	Initial Response Time
Critical	<ul style="list-style-type: none"> <li>■ Causes a severe impact to business operations (e.g., critical business processes are disabled)</li> <li>■ No workaround available</li> </ul>	Six (6) business hours
High	<ul style="list-style-type: none"> <li>■ Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data)</li> <li>■ No stable workaround available</li> </ul>	Eight (8) business hours
Medium	<ul style="list-style-type: none"> <li>■ Causes a minor impact to business operations</li> </ul>	Two (2) business days
Routine	<ul style="list-style-type: none"> <li>■ Causes little or no impact to business operations</li> </ul>	Three (3) business days

**4.7 Resolution.** After the Case is logged, Esri will use commercially reasonable efforts to provide corrections to a technical issue or supply a workaround. While it is Esri's goal to provide an acceptable resolution to technical issues, Esri cannot guarantee that all technical issues can be fixed or resolved.

**CUSTOMERS MAY PURCHASE ADD-ON SUPPORT FOR THE APPLICABLE FEES. DETAILS FOR ADD-ON SUPPORT ARE SET FORTH IN ARTICLES 5 THROUGH 8 BELOW.**

**ARTICLE 5—PREMIUM SUPPORT SERVICES (PSS) (US AND DIRECT INTERNATIONAL CUSTOMERS) AND SPECIAL EVENTS  
PREMIUM SUPPORT SERVICES (SEPSS) (US CUSTOMERS ONLY)**

PSS or SEPSS includes (i) access to a designated TAM; (ii) the ability for the Premium LAC to convert a Case into a PSS/SEPSS Case at any time; (iii) priority Case management; (iv) the ability to request Cases twenty-four (24) hours a day, three hundred sixty-five (365) days a year; and (v) additional enhanced support and services.

**5.1 Technical Account Manager.** Esri will assign a TAM to Customer to work directly with the Premium LAC to oversee open Cases.

- a. TAM will endeavor to (i) conduct quarterly reviews with Customer to align on support goals and objectives; (ii) become familiar with Customer's geographic information system (GIS) software architecture and infrastructure; (iii) verify that all open PSS/SEPSS Cases are prioritized above Standard Technical Support Cases; (iv) coordinate and facilitate priority technical support issues between the Customer and Esri technical teams, and provide escalation management, as needed; (v) identify potential areas of concern, before they arise, to improve Customer's overall operational excellence and stability; and (vi) make reasonable efforts to be available from 5:00 a.m. to 5:00 p.m.

(Pacific time), Monday through Friday, except on Esri holidays.

- b. Esri may replace TAM with another technical account manager of similar skill and background, by written notice to Customer.
- c. All communications will be conducted in the English language unless by written agreement of both parties.

**5.2 Priority Case Management.** Cases submitted via telephone and web form may be converted to a PSS/SEPSS Case by the Premium LAC and will be given priority handling.

**5.3 Case Response Time.** In addition to the response times outlined in Article 4.6, Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new PSS/SEPSS Case, regardless of its severity level. Esri will provide a status report every business day until closure of the PSS/SEPSS Case.

**ARTICLE 6—NORTH AMERICA REGULATED INDUSTRIES SUPPORT (US CUSTOMERS ONLY)**

NORUS includes technical support from technical support analysts who are confirmed US citizens located in the United States. Cases and Customer data created or collected under the NORUS program are secured within a restricted case management system within Esri Support Services. To assist Customer with data security or regulatory compliance requirements, access is limited to NORUS technical support analysts and those with US Department of Defense (DoD)-level security clearances, when applicable. Staff are located in facilities designed to provide physical, informational, and operational security.

**ARTICLE 7—AFTER HOURS SUPPORT (US CUSTOMERS ONLY)**

After Hours Support includes the ability to request a Case twenty-four (24) hours a day, three hundred sixty-five (365) days a year. Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new Case, regardless of its severity level.

**ARTICLE 8—ENABLEMENT SUPPORT SERVICES (US CUSTOMERS ONLY)**

ESS includes the following four types of activities ("Enablement Activities") for Esri Qualifying Products as documented in the ESS proposal: (i) Installation Support; (ii) Configuration Support; (iii) Enterprise Integration; and (iv) Operations and Administration support. Enablement Activities will be periodically scheduled by Esri and Customer by their respective points of contact. ESS also includes an annual performance review, ongoing technical exchanges throughout the term and monthly reporting.

**ARTICLE 9—ARCGIS PLATFORM TECHNICAL SUPPORT (US AND DIRECT INTERNATIONAL CUSTOMERS)**

Customers with a current ArcGIS Developer Subscription may purchase ArcGIS Platform Technical Support on an annual basis. Upon payment for ArcGIS Platform Technical Support, Customer will receive all benefits described in Article 4 above and may purchase Add-On Support Programs as described in Articles 5, 6 and 7 above. ArcGIS Platform Technical Support is a stand-alone offering and the benefits described in Article 3 are not included.

**ARTICLE 10—CONFIDENTIALITY**

All data, conversations, and Cases are confidential in nature. Esri will treat all Cases as confidential, using the same degree of care, but no less than reasonable care, as Esri uses to protect its own confidential

information of a similar nature. After ninety (90) days of closing a Case, Esri will delete or destroy all Customer digital data provided to triage the Case, unless otherwise requested by Customer in writing. This obligation to delete or destroy excludes information retained in backup media or other archival records maintained in the ordinary course of business by Esri.

#### **ARTICLE 11—CONTACTING ESRI**

##### **Esri Support Services**

<https://www.esri.com/contactus>

Web: <https://support.esri.com>

Tel.: 909-793-3774

Toll-Free Phone: 888-377-4575, extension 2

Support Web Form:

<https://support.esri.com/en/webform>

My Esri: <https://my.esri.com>

Chat: <https://support.esri.com/en/webform-chat>

##### **Esri Corporate Offices**

Tel.: 909-793-2853

Fax: 909-793-5953

Email: [info@esri.com](mailto:info@esri.com)

##### **Esri Customer Service**

Tel.: 888-377-4575, extension 5

Email: [service@esri.com](mailto:service@esri.com)

Web: <https://my.esri.com>

Operating Hours: 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except Esri holidays.



## Exhibit C

### Service Level Agreement for ArcGIS Online, ArcGIS Velocity, Site Scan for ArcGIS, and ArcGIS Image Dedicated

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This Service Level Agreement ("SLA") governs the availability of the Products identified below as made available to Customer under the terms of the Master Agreement. Unless given a new definition in this SLA, all terms previously defined in the Master Agreement shall have the same meaning in this SLA.

#### 1. DEFINITIONS

- a. "**Covered Downtime**" means all Downtime other than Excluded Downtime.
- b. "**Covered Services**" means a Product's services identified in Section 4 below.
- c. "**Downtime**" means periods during which one or more of a Product's Covered Services are not available.
- d. "**Excluded Downtime**" includes Planned Downtime and any Downtime resulting from (i) events beyond Esri's reasonable control; (ii) any action taken under Customer's account; (iii) any termination or suspension of Customer's account in accordance with the terms of the Agreement; (iv) any third-party software or hardware used to access the Products; (v) use of the Products that is inconsistent with the Master Agreement or Esri's reasonable instructions; and (vi) use of Beta, evaluation, and free services.
- e. "**Master Agreement**" means as applicable (i) the Master Agreement, Products and Services that is found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> or (ii) a signed Agreement between the customer and Esri governing the customer's use of the Products.
- f. "**Planned Downtime**" means Downtime for scheduled maintenance. Esri will use commercially reasonable efforts to announce Planned Downtime as early as possible but no less than eight (8) hours beforehand.
- g. "**Product(s)**" means ArcGIS Online, ArcGIS Velocity, or Site Scan for ArcGIS.
- h. "**Quarterly Uptime Percentage**" equals one hundred percent (100%) less the percentage of one (1)-minute intervals during the Service Quarter that constitute Covered Downtime. A Product will be considered to have been 100% available for any portion of a Service Quarter in which Customer did not maintain an active subscription.
- i. "**Service Commitment**" means a Quarterly Uptime Percentage of 99.9%.
- j. "**Service Quarter**" means a standard three (3)-month calendar quarter. Service Quarters are defined as the following four (4) specific time periods: January through March, April through June, July through September, and October through December.
- k. "**SLA Credit**" means a monetary credit applied to Customer's annual subscription at time of renewal.

**2. SERVICES AVAILABILITY.** Esri will use commercially reasonable efforts to achieve the Service Commitment for each Product. For any Service Quarter that the Quarterly Uptime Percentage for a Product is less than the Service Commitment and subject to Esri's minimum threshold for credit (\$100 USD), Customer will receive an SLA Credit equivalent to the prorated Product subscription fee for the net Covered Downtime during the relevant Service Quarter in excess of the maximum Downtime permitted under the Service Commitment.

**3. PROCEDURE.** Once Esri has verified that the Quarterly Uptime Percentage for a Product fell below the Service Commitment and exceeds Esri's minimum criteria for providing an SLA Credit, the appropriate SLA Credit will be applied to Customer's paid renewal of its subscription for the Product at the time of renewal. An SLA Credit is non-transferable and is the Customer's sole and exclusive recourse for any nonattainment of the Service Commitment. If Customer does not renew the subscription, Customer forfeits the SLA credit.



**4. COVERED SERVICES.** The Covered Services are:

ArcGIS Online

- ArcGIS.com Website
- ArcGIS.com REST API
- Esri Basemaps Service
- Hosted Feature Service
- Hosted Tile Service

ArcGIS Velocity

- Hosted Feature / Map Image Layer
- Hosted Stream Layer
- ArcGIS Velocity REST API
- ArcGIS Velocity website

Site Scan for ArcGIS, ArcGIS Image Dedicated (Autoscaling must be enabled)

- All Services






# A - 3 - Enterprise Agreement - Broward County, FL

Final Audit Report

2025-04-03

Created:	2025-04-03
By:	Miranda Carberry (mcarberry@esri.com)
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