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COUNTY OF FORT BEND

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## ADDENDUM TO QUOTATION

THIS ADDENDUM ("Addendum") is entered into by and between **Fort Bend County**, ("County"), a body corporate and politic under the laws of the State of Texas, on behalf of the Fort Bend County Information Technology department, and **Environmental Systems Research Institute, Inc.** ("ESRI" or "Contractor"), a company authorized to conduct business in the State of Texas; hereinafter collectively referred to as "Parties."

WITNESSETH

WHEREAS, subject to the changes herein, the Parties have accepted those certain terms contained in Quotation #Q-458050 for the purchase of various term licenses to be utilized by the Fort Bend County Information Technology Department, which is attached hereto as Exhibit A, and incorporated by reference; and

WHEREAS, ESRI represents it is qualified and desires to provide said goods and services; and

WHEREAS, the Parties expressly agree that this Addendum is a material change from the Quotation No. Q-458050, attached as Exhibit "A," and the Addendum and Quotation, and any other referenced document are incorporated into each other and, when read together, shall constitute one integrated document ( hereinafter the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set for the below, the following changes are incorporated as if a part of the original Agreement:

1. **Scope of Service.** ESRI shall provide to Fort Bend County on behalf of the Fort Bend County Information Technologies department, various term licenses, as described in ESRI's Quotation No. Q-458050, attached hereto as Exhibit A, and incorporated by reference.
2. **Term.** Upon execution of the parties, this Agreement shall be effective for a three-year term, beginning January 1, 2022 and shall terminate on December 31, 2024. This Agreement shall not automatically renew, but can be renewed upon written agreement by the Parties.
3. **Payment.** County shall pay each approved invoice within thirty (30) calendar days of receipt of invoice. County reserves the right to withhold payment pending verification of satisfactory work performed.
4. **Limit of Appropriation.** ESRI's fees shall be calculated at the rates set forth in the Quotation attached as Exhibit A. ESRI clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Three Hundred Ninety-nine Thousand, Nine Hundred Ninety dollars and 00/100 cents (\$399,990.00), specifically allocated to fully discharge any and all liabilities County may incur. ESRI does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that ESRI may become entitled to and the total maximum sum that County may become liable to pay to ESRI shall not under any conditions, circumstances, or

interpretations thereof exceed Three Hundred Ninety-nine Thousand, Nine Hundred Ninety dollars and 00/100 cents (\$399,990.00).

5. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
6. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
7. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
8. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by ESRI in any way associated with the Agreement.
9. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to dispute resolution or binding arbitration. Therefore, any references to dispute resolution or binding arbitration or to the waiver of a right to litigate a dispute are hereby deleted.
10. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
11. **Certain State Law and County Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
  - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code. By signature below, ESRI verifies that if ESRI employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, ESRI does not boycott Israel and will not boycott Israel during the term of this Agreement..
  - b. Texas Government Code §2252.152 Acknowledgment. By signature below, ESRI represents pursuant to Section 2252.152 of the Texas Government Code, that ESRI is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
12. **Human Trafficking.** By signature below, ESRI acknowledges that Fort Bend County is opposed to human trafficking and that no County Funds will be used in support of services or activities that violate human trafficking laws.
13. **Conflict.** In the event there is a conflict between this Addendum and the attached Exhibit A, this Addendum shall control.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

***{EXECUTION PAGE FOLLOWS}***

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge

that they have read and understood this Addendum and the exhibits and attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY**

\_\_\_\_\_  
KP George,  
County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Laura Richard, County Clerk

**ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC. ("ESRI")**

7-B-  
\_\_\_\_\_  
Timothy Brazeal (Jan 24, 2022 16:51 PST)  
Authorized Agent - Signature

\_\_\_\_\_  
Timothy Brazeal  
Authorized Agent – Printed Name

\_\_\_\_\_  
Manager, Commercial and Government Contracts  
Title

\_\_\_\_\_  
Jan 24, 2022  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 399,990.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

Exhibit A: Quotation No. Q-458050

# EXHIBIT A



November 19, 2021

Rick Staigle  
County of Fort Bend  
301 Jackson St  
Richmond, TX 77469-3108

Dear Rick,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri  
Attn: Customer Service SG-EA  
380 New York Street  
Redlands, CA 92373-8100

e-mail: [service@esri.com](mailto:service@esri.com)  
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jacob Blind



Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of  
this quotation to your purchase order.  
Quote is valid from: 11/19/2021 To: 2/17/2022*

## Quotation # Q-458050

Date: November 19, 2021

Customer # 9549 Contract # ENTERPRISE  
AGREEMENT

County of Fort Bend  
Engineering Dept  
301 Jackson St  
Richmond, TX 77469-3108

ATTENTION: Rick Staigle  
PHONE: 281.633.7509  
EMAIL: rick.staigle@fortbendcountytexas.gov

Material	Qty	Term	Unit Price	Total
168180	1	Year 1	\$82,500.00	\$82,500.00
Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement				
168180	1	Year 2	\$82,500.00	\$82,500.00
Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement				
168180	1	Year 3	\$82,500.00	\$82,500.00
Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement				
168442	1	Year 1	\$8,000.00	\$8,000.00
ArcGIS GeoEvent Server Populations of 100,001 to 125,000 Small Government Term Enterprise Agreement				
168442	1	Year 2	\$8,000.00	\$8,000.00
ArcGIS GeoEvent Server Populations of 100,001 to 125,000 Small Government Term Enterprise Agreement				
168442	1	Year 3	\$8,000.00	\$8,000.00
ArcGIS GeoEvent Server Populations of 100,001 to 125,000 Small Government Term Enterprise Agreement				
148098	1	Year 1	\$300.00	\$300.00
ArcGIS Data Interoperability for Desktop Single Use Term License				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

### For questions contact:

Jacob Blind

### Email:

jblind@esri.com

### Phone:

8801 x8801

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

BLINDJ

**This offer is limited to the terms and conditions incorporated and attached herein.**



## Quotation # Q-458050

Date: November 19, 2021

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 9549 Contract # ENTERPRISE  
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County of Fort Bend  
Engineering Dept  
301 Jackson St  
Richmond, TX 77469-3108

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ATTENTION: Rick Staigle  
PHONE: 281.633.7509  
EMAIL: rick.staigle@fortbendcountytexas.gov

Material	Qty	Term	Unit Price	Total
148098	1	Year 2	\$300.00	\$300.00
ArcGIS Data Interoperability for Desktop Single Use Term License				
148098	1	Year 3	\$300.00	\$300.00
ArcGIS Data Interoperability for Desktop Single Use Term License				
160764	1	Year 1	\$3,000.00	\$3,000.00
ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Term License				
160764	1	Year 2	\$3,000.00	\$3,000.00
ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Term License				
160764	1	Year 3	\$3,000.00	\$3,000.00
ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Term License				
165666	5	Year 1	\$350.00	\$1,750.00
ArcGIS Image User Type Extension for ArcGIS Online Term License				
165666	5	Year 2	\$350.00	\$1,750.00
ArcGIS Image User Type Extension for ArcGIS Online Term License				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

### For questions contact:

Jacob Blind

### Email:

jblind@esri.com

### Phone:

8801 x8801

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Material	Qty	Term	Unit Price	Total
165666	5	Year 3	\$350.00	\$1,750.00
ArcGIS Image User Type Extension for ArcGIS Online Term License				
178625	1	Year 1	\$80.00	\$80.00
ArcGIS Business Analyst Web App Standard Online Term License				
178625	1	Year 2	\$80.00	\$80.00
ArcGIS Business Analyst Web App Standard Online Term License				
178625	1	Year 3	\$80.00	\$80.00
ArcGIS Business Analyst Web App Standard Online Term License				
178623	1	Year 1	\$3,200.00	\$3,200.00
ArcGIS Business Analyst Web App Advanced Online Term License				
178623	1	Year 2	\$3,200.00	\$3,200.00
ArcGIS Business Analyst Web App Advanced Online Term License				
178623	1	Year 3	\$3,200.00	\$3,200.00
ArcGIS Business Analyst Web App Advanced Online Term License				

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Richmond, TX 77469-3108

ATTENTION: Rick Staigle  
PHONE: 281.633.7509  
EMAIL: rick.staigle@fortbendcountytexas.gov

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Material	Qty	Term	Unit Price	Total
165537	4	Year 1	\$1,900.00	\$7,600.00
ArcGIS Online GIS Professional Advanced Term License				
165537	4	Year 2	\$1,900.00	\$7,600.00
ArcGIS Online GIS Professional Advanced Term License				
165537	4	Year 3	\$1,900.00	\$7,600.00
ArcGIS Online GIS Professional Advanced Term License				
153148	3	Year 1	\$250.00	\$750.00
ArcGIS Online Creator (Formerly Level 2 Named User) Term License				
153148	3	Year 2	\$250.00	\$750.00
ArcGIS Online Creator (Formerly Level 2 Named User) Term License				
153148	3	Year 3	\$250.00	\$750.00
ArcGIS Online Creator (Formerly Level 2 Named User) Term License				
165533	10	Year 1	\$175.00	\$1,750.00
ArcGIS Online Field Worker Term License				

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**For questions contact:**

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**Email:**

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**Phone:**

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Material	Qty	Term	Unit Price	Total
165533	10	Year 2	\$175.00	\$1,750.00
ArcGIS Online Field Worker Term License				
165533	10	Year 3	\$175.00	\$1,750.00
ArcGIS Online Field Worker Term License				
153147	10	Year 1	\$50.00	\$500.00
ArcGIS Online Viewer (Formerly Named User Level 1) Term License				
153147	10	Year 2	\$50.00	\$500.00
ArcGIS Online Viewer (Formerly Named User Level 1) Term License				
153147	10	Year 3	\$50.00	\$500.00
ArcGIS Online Viewer (Formerly Named User Level 1) Term License				
165560	3	Year 1	\$300.00	\$900.00
ArcGIS Spatial Analyst for ArcGIS Pro Online Term License				
165560	3	Year 2	\$300.00	\$900.00
ArcGIS Spatial Analyst for ArcGIS Pro Online Term License				

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Material	Qty	Term	Unit Price	Total
165560	3	Year 3	\$300.00	\$900.00
ArcGIS Spatial Analyst for ArcGIS Pro Online Term License				
159044	3	Year 1	\$250.00	\$750.00
ArcGIS Insights in ArcGIS Online Term License				
159044	3	Year 2	\$250.00	\$750.00
ArcGIS Insights in ArcGIS Online Term License				
159044	3	Year 3	\$250.00	\$750.00
ArcGIS Insights in ArcGIS Online Term License				
167922	30	Year 1	\$30.00	\$900.00
ArcGIS Tracker for ArcGIS Online Term License				
167922	30	Year 2	\$30.00	\$900.00
ArcGIS Tracker for ArcGIS Online Term License				
167922	30	Year 3	\$30.00	\$900.00
ArcGIS Tracker for ArcGIS Online Term License				

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**For questions contact:**

Jacob Blind

**Email:**

jblind@esri.com

**Phone:**

8801 x8801

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

BLINDJ

**This offer is limited to the terms and conditions incorporated and attached herein.**



Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

## Quotation # Q-458050

Date: November 19, 2021

Customer # 9549 Contract # ENTERPRISE  
AGREEMENT

County of Fort Bend  
Engineering Dept  
301 Jackson St  
Richmond, TX 77469-3108

ATTENTION: Rick Staigle  
PHONE: 281.633.7509  
EMAIL: rick.staigle@fortbendcountytexas.gov

*To expedite your order, please attach a copy of  
this quotation to your purchase order.  
Quote is valid from: 11/19/2021 To: 2/17/2022*

Material	Qty	Term	Unit Price	Total
153418	200	Year 1	\$100.00	\$20,000.00
ArcGIS Online Service Credits; Block of 1,000				
153418	200	Year 2	\$100.00	\$20,000.00
ArcGIS Online Service Credits; Block of 1,000				
153418	200	Year 3	\$100.00	\$20,000.00
ArcGIS Online Service Credits; Block of 1,000				
165535	3	Year 1	\$350.00	\$1,050.00
ArcGIS Online GIS Professional Basic Term License				
165535	3	Year 2	\$350.00	\$1,050.00
ArcGIS Online GIS Professional Basic Term License				
165535	3	Year 3	\$350.00	\$1,050.00
ArcGIS Online GIS Professional Basic Term License				
165554	1	Year 1	\$300.00	\$300.00
ArcGIS 3D Analyst for ArcGIS Pro Online Term License				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

### For questions contact:

Jacob Blind

### Email:

jblind@esri.com

### Phone:

8801 x8801

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## Quotation # Q-458050

Date: November 19, 2021

Customer # 9549 Contract # ENTERPRISE AGREEMENT

County of Fort Bend  
Engineering Dept  
301 Jackson St  
Richmond, TX 77469-3108

ATTENTION: Rick Staigle  
PHONE: 281.633.7509  
EMAIL: rick.staigle@fortbendcountytexas.gov

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 11/19/2021 To: 2/17/2022*

Material	Qty	Term	Unit Price	Total
165554	1	Year 2	\$300.00	\$300.00
ArcGIS 3D Analyst for ArcGIS Pro Online Term License				
165554	1	Year 3	\$300.00	\$300.00
ArcGIS 3D Analyst for ArcGIS Pro Online Term License				

Subtotal:	\$399,990.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$399,990.00

This SGEA pricing is based on a calculation of the unincorporated population which is served by the county.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**  
Jacob Blind

**Email:**  
jblind@esri.com

**Phone:**  
8801 x8801

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BLINDJ

**This offer is limited to the terms and conditions incorporated and attached herein.**

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
 COUNTY AND MUNICIPALITY GOVERNMENT  
 (E214-4)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Uncapped Quantities****Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
 ArcGIS Desktop Standard  
 ArcGIS Desktop Basic  
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS  
 Schematics, ArcGIS Workflow Manager, ArcGIS Data  
 Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup  
 (Advanced and Standard)  
 ArcGIS Monitor  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS  
 Workflow Manager

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS  
 Spatial Analyst, ArcGIS Engine Geodatabase Update,  
 ArcGIS Network Analyst, ArcGIS Schematics  
 ArcGIS Runtime (Standard)  
 ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
 Two (2) ArcGIS CityEngine Single Use Licenses  
 500 ArcGIS Online Viewers  
 500 ArcGIS Online Creators  
 62,500 ArcGIS Online Service Credits  
 500 ArcGIS Enterprise Creators  
 7 ArcGIS Insights in ArcGIS Enterprise  
 7 ArcGIS Insights in ArcGIS Online  
 100 ArcGIS Tracker for ArcGIS Enterprise  
 100 ArcGIS Tracker for ArcGIS Online  
 5 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
 5 ArcGIS Utility Network User Type Extensions (Enterprise)  
 5 ArcGIS Trace Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee



Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_



## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.