

JONATHAN WISBEY
CHIEF INFORMATION OFFICER
CITY OF NEW ORLEANS
INFORMATION TECHNOLOGY & INNOVATION

01 March 2026

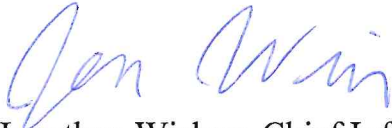
Aisha Collier
Assistant Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Agreement with Environmental Systems Research Institute, Inc.

Madame Clerk,

Pursuant to Rule 57, please find attached a proposed Amendment #5 Licensing Agreement between the City of New Orleans and Environmental Systems Research Institute, Inc., a completed contract summary form, and the related Motion.

Respectfully submitted,



Jonathan Wisbey, Chief Information Officer
Jonathan.Wisbey@nola.gov
Information Technology & Innovation

Attachments: Contract, contract summary form, ordinance, check sheet

cc: Justyn Hawkins, City Council Chief of Staff
Adam Swensek, City Council Executive Counsel
Liz Brusseau, Director for City Council Relations



**CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL**

Requesting Department or Agency: Information Technology & Innovation

Name of Contact Person: Symone Killebrew

Telephone Number: (504) 658-7936

Email Address: Symone.Killebrew@nola.gov

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. The purpose and need for the contract: To provide access to GIS software and mapping software for which the purpose is to maintain mapping capabilities during and prior to emergencies.

2. The parties involved: City of New Orleans and Environmental Systems Research Institute, Inc.

3. The obligations, expectations, and deliverables of the parties involved: ESRI will provide access to their GIS and mapping software to the City during and prior to emergencies.

4. The duration of the contract: 3 years

5. The cost and any fiscal implications of the contract for the City: \$1,350,000

6. Describe disadvantaged business enterprise (DBE) participation: DBE Waiver: ITI is seeking a cybersecurity partner to work with highly confidential information about the city's enterprise IT Infrastructure. This will require an NDA and ITI seeks one vendor so that subcontracting does not occur.

Amendment No. 5 Agreement No. 237363 (fka 2012ELA5783)



This Amendment No. 5 (“**Amendment No. 5**” or the “**Amendment**”) is entered into by and between City of New Orleans, LA, represented by Helena Moreno, Mayor (the “**City**”) and Environmental Systems Research Institute, Inc., represented by Annette Kazandjian, Managing Business Attorney, Contracts and Legal (“**Esri**” or the “**Contractor**”). The City and the Esri are sometimes collectively referred to as the “**Parties**.” Amendment No. 5 is effective as of March 1, 2026 (the “**Effective Date**”).

WHEREAS, Esri and the City entered into a new sole source Enterprise License Agreement, effective as of January 1, 2016 (the “**Agreement**”); the previous agreement between the Parties, which was made effective as of November 1, 2012, as Exhibit A (the exhibit was mistakenly styled “Amendment No. 1”);

WHEREAS, on and effective November 1, 2017, the Parties entered into the first amendment (mistakenly styled “Amendment No. 2” due to the aforementioned exhibit) to modify the terms and conditions of the Agreement by adding additional licenses, all other terms and conditions remaining in effect (“**Amendment No. 1**”);

WHEREAS, on June 21, 2019, and effective March 1, 2019, the Parties entered into the second amendment to extend the term for an additional three (3) years from March 1, 2019, through February 28, 2022, and to increase the maximum aggregate compensation by Seven Hundred Twenty Thousand dollars (\$720,000) to an amount not to exceed One Million Three Hundred Thirty-Five Thousand dollars (\$1,335,000) (“**Amendment No. 2**”); and

WHEREAS, on June 17, 2022, and effective March 1, 2022, the Parties entered into the third amendment to extend the term for an additional three (3) years from March 1, 2022, through February 28, 2025, and to increase the maximum aggregate compensation by Eight Hundred Forty Thousand dollars (\$840,000) to an amount not to exceed Two Million One Hundred Seventy Five Thousand dollars (\$2,175,000) (“**Amendment No. 3**”); and

WHEREAS, on June 11, 2025, and effective March 1, 2025, the Parties entered into the fourth amendment to extend the term for an additional one (1) year from March 1, 2025, through February 28, 2026, and to increase the maximum aggregate compensation by Two Hundred Eighty Thousand dollars (\$280,000) to an amount not to exceed Two Million Four Hundred Fifty Five Thousand dollars (\$2,455,000) (“**Amendment No. 4**”); and

WHEREAS, the Parties each having the authority to do so, desire to amend the Agreement to extend the term for an additional three (3) years from March 1, 2026 through February 28, 2029 and to increase the maximum aggregate compensation by One Million Three Hundred Fifty Thousand dollars (\$1,350,000) to an amount not to exceed Three Million Eight Hundred Five Thousand dollars (\$3,805,000) and update applicable language and appendices.

NOW THEREFORE, for good and valuable consideration, the Parties agree to amend the Agreement, as follows:

1. Section V. Duration and Termination – In accordance with Article V Section A of the Agreement, the term is extended for an additional three (3) years from March 1, 2026, through February 28, 2029.
2. Delete and replace Appendix A Products and Deployment Schedule with the attached Appendix A Products and Deployment Schedule, which shall supersede and apply from March 1, 2026, through February 28, 2029.
3. Appendix B of Exhibit A – Amendment No.4 Fee Schedule, is deleted in its entirety and replaced with the attached Appendix B – Amendment No.5 Fee Schedule, which shall supersede and apply from March 1, 2026, through February 28, 2029. The Compensation is increased by One Million Three Hundred Fifty Thousand dollars (\$1,350,000). Unless amended and agreed to by both Parties, the maximum amount of compensation per year shall not exceed \$1,350,000, as follows:

Year	Maximum Amount Not to Exceed
March 1, 2026 – February 28, 2029	\$1,350,000

4. Delete and replace Appendix D ELA Points of Contact with the attached Appendix D EA Points of Contact, which shall supersede and apply from March 1, 2026, through February 28, 2029.

[SIGNATURES CONTAINED ON NEXT PAGE]

**APPENDIX A
PRODUCTS AND DEPLOYMENT SCHEDULE**

The City may Deploy the Enterprise License Products up to the total quantity of licenses indicated below to Licensees during the term of this Amendment No. 5.

**Table A-1
Enterprise License Products—Esri Flex (formerly Uncapped)***

Core Product - Subscription	Total
ArcGIS Enterprise: ArcGIS Enterprise (Advanced and Standard)	Esri Flex
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	Esri Flex
ArcGIS GIS Server: Advanced, Standard, Basic	Esri Flex
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Esri Flex
ArcGIS Monitor	Esri Flex
ArcGIS Runtime Advanced	Esri Flex
ArcGIS Runtime Analysis Extension	Esri Flex

Product - Subscription	Total
ArcGIS Enterprise Contributor (formerly Editor) User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Mobile Worker User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Creator User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Professional User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Professional Plus User Type Annual Subscription	Esri Flex
ArcGIS 3D Analyst for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Data Reviewer for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Geostatistical Analyst for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Network Analyst for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Publisher for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Spatial Analyst for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Workflow Manager for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex

ArcGIS Workflow Manager Server Standard Up to Four Cores Perpetual License	N/A	0	1	1
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*Customer will be retaining this quantity of Desktop licenses noted above; however, maintenance will no longer be applied as of March 1, 2026, for these licenses.

User Type Subscription Products	Term 1	Term 2	Term 3
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription	1	1	1
ArcGIS Data Interoperability for ArcGIS Online Creator, Professional, or Professional Plus, User Type Annual Subscription	1	1	1
ArcGIS Image Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription	2	2	2
ArcGIS Production Mapping for ArcGIS Online Professional or Professional Plus User Type Annual Subscription	1	1	1
ArcGIS Business Analyst Web App Advanced Online Annual Subscription	5	5	5
ArcGIS Developer Bundle Annual Subscription	1	1	1
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription	1	1	1
ArcGIS Hub Premium Additional 1,000 ArcGIS Online Community Creator Annual Subscription	5	5	5
ArcGIS Velocity Standard US Region Annual Subscription	1	1	1
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription	1	1	1
ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription	1	1	1
ArcGIS Data Interoperability for ArcGIS Enterprise Creator, Professional, or Professional Plus, User Type Annual Subscription	1	1	1
ArcGIS Image Analyst for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	2	2	2
ArcGIS Production Mapping for ArcGIS Enterprise Professional or Professional Plus User Type Annual Subscription	1	1	1
ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise Annual Subscription	15	15	15
ArcGIS Drone2Map Advanced for ArcGIS Enterprise Annual Subscription	1	1	1
ArcGIS Online Service Credits (based on user types listed under Esri Flex)	85,750	97,000	110,250

**APPENDIX D
EA POINTS OF CONTACT**

Either Party may change its point of contact by written notice to the other Party.

1. Esri point of contact for order processing issues:

Name: Customer Service
Esri
380 New York Street
Redlands, CA 92373-8100
Email: service@esri.com
Phone: 888-377-4575
Fax: 909-307-3083

2. Esri contact for Tier 2 Support issues:

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

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

Name: Eric P. Ogburn _____
Email: epogburn@nola.gov _____
Phone: 504-658-7698 _____
Fax: n/a _____

4. All invoices to City will be submitted to the City's Supplier Portal listed below (unless otherwise stated on the purchase order):

City Supplier Portal: <https://nola.gov/next/purchasing/vendor-support/>

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

City Office: Information Technology & Innovation ____
Name: Eric P. Ogburn _____
Address: 1300 Perdido St. Suite 3E05, New Orleans, LA 70112 ____

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

City Office: Information Technology & Innovation ____
Name: Eric P. Ogburn _____
Address: 1300 Perdido St., Suite 3E05, New Orleans, LA 70112 ____



ENTERPRISE LICENSE AGREEMENT
(E119G 06/2009)

K12-985

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Agreement No. 2012ELA5783

This Enterprise License Agreement including the documents listed below (collectively, "Agreement" or "ELA") is between City of New Orleans Louisiana ("NOLA"), with its main offices located at 1300 Perdido Street, New Orleans, LA 70112 and Environmental Systems Research Institute, Inc. ("Esri"), and is effective on November 1, 2012 (the "Effective Date"). This Agreement provides for the licensing and deployment of certain Esri Software, delivery of ELA maintenance, and provision of Esri International User Conference registrations and any additional services as specified herein.

This Agreement is comprised of the following documents which are incorporated herein by reference:

1. Enterprise License Agreement signature page(s), E119
2. Enterprise License Terms and Conditions, E512, including;
 - Appendix A, Software and Deployment Schedule
 - Appendix B, Enterprise License Fee Schedule
 - Appendix C, NOLA Annual Deployment Report
 - Appendix D, ELA Points of Contact
 - Appendix E, Tier 1 Help Desk Authorized Individuals
 - Appendix F, Eligible Agencies
 - Appendix G, Eligible Agency Acknowledgment Statement
3. License Agreement—Agreement No. 2012MLA5783
 - General License Terms and Conditions, E200
 - Esri Exhibit 1, Scope of Use, E300

Note: Licensee is defined on first page of item 2 above.

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

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by an authorized representative of each party.

ACCEPTED AND AGREED:

CITY OF NEW ORLEANS
(NOLA)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: 
Authorized Signature

By: 
Authorized Signature

Printed Name: MITCHELL J. LANDRIEU

Printed Name: Chris Johnson

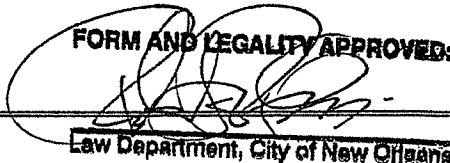
Title: MAYOR, CITY OF NEW ORLEANS

Title: Manager, Domestic Contracts

Date: 12 19, 12

Date: December 11, 2012

FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans

ARTICLE 1—DEFINITIONS

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

- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the Enterprise License Software (and its related keycodes/registration files), or its having been redistributed, by NOLA, during the term of this ELA for installation and use by Licensee.
- "ELA Fee" means the fee set forth in Appendix B, ELA Fee Schedule.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri for Enterprise License Software and Rolled-In Software.
- "Eligible Agency" means the government entities that are identified in Appendix F as eligible to participate under this ELA. For purpose of this ELA, an "Eligible Agency" specifically excludes, any entity added to this Agreement due to an acquisition of a power or water utility company or district.
- "Enterprise License Software" means the Software (which includes Data, Web Services, and Documentation provided with the particular item as separately licensed) identified in Table A-1 and Table A-2 of Appendix A, Software and Deployment Schedule. Enterprise License Software does not include unit priced items or Esri technology that may be embedded in third-party products purchased by Licensee.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" means the General License Terms and Conditions (E200) and Exhibit 1, Scope of Use (E300), referenced on the signature page of this ELA.
- "Licensee" means NOLA and Eligible Agency. For avoidance of doubt, the definition of Licensee will not include consultants or contractors.
- "Rolled-In Software" means Software of the same type as Enterprise License Software that Licensee acquired for use prior to the Effective Date that is current on paid maintenance (as shown in Esri's customer service records) and that receives ELA Maintenance during the term of the ELA.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications specified in the most current applicable Esri US Software Maintenance Program.
- "Tier 1 Help Desk" means NOLA point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in its attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. Licensee's use of the Enterprise License Software is subject to the License Agreement and any additional terms set forth in this Article 2 and in Article 3 below. Rolled-In Software will be licensed in accordance with the License Agreement. Prior to any Deployment to an Eligible Agency, NOLA shall provide each such Eligible Agency(Licensee) with a copy of the License Agreement and the Eligible Agency Acknowledgment Statement (Appendix G) and require that each such Eligible Agency return a signed Statement to NOLA. NOLA agrees to provide Esri a copy of the executed Eligible Agency Acknowledgment Statement.

2.2 Beta License. Beta licenses are not available under this ELA as Enterprise License Software. Beta Software, Beta Data, and Beta Web Services, if requested and provided, will be licensed separately and individually under the terms of the License Agreement (see Beta License in Section 3.2 of the General License Terms and Conditions—E200) only. No other benefits, grants, or rights provided in this ELA shall apply or be provided/granted.

2.3 Consultant Access. Section 3.4, Consultant Access, of the General License Terms and Conditions—E200 in the License Agreement is modified to add the following restriction: Access to and use of any Enterprise License Software is restricted to use by consultants and contractors for the sole benefit of Licensee while (i) working on-site at Licensee's facilities; (ii) remotely accessing or using Enterprise License Software from Licensee's on-site computers or machines; or (iii) remotely accessing or using Enterprise License Software from a third party's computers or machines under contract to Licensee. Licensee shall require consultant or contractor to discontinue access to and use of Enterprise License Software upon completion of work for Licensee.

2.4 NOLA Responsibility. NOLA shall remain primarily responsible to Esri for compliance by Licensees (including their users) with the terms and conditions of this ELA.

ARTICLE 3—SCOPE OF USE

There are additional Permitted Uses, Uses Not Permitted, and Restrictions for NOLA and Licensee incorporated into this ELA. The Permitted Uses and Uses Not Permitted sections of the General License Terms and Conditions portion of the License Agreement are modified to include the additional term in Sections 3.1 and 3.2 below:

3.1 Additional Permitted Uses. The following additional Permitted Uses are hereby granted to NOLA for the Enterprise License Software:

For the term of the ELA, NOLA's Information Technology and Innovation Department may copy and Deploy the Enterprise License Software to Licensees up to the quantities of licenses granted in Appendix A. No other Licensee has a right to copy (except as permitted in the License Agreement) or Deploy the Enterprise License Software.

3.2 Uses Not Permitted. In addition to the restrictions set forth in the License Agreement, the following Uses Not Permitted apply to the Enterprise License Software:

- a. NOLA shall not transfer, redistribute, or Deploy the Enterprise License Software outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any.
- b. Licensee shall not use the Enterprise License Software outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any. Any such export will be subject to US Export Control Regulation requirements of the License Agreement.
- c. Licensee shall not transfer, redistribute, or assign Enterprise License Software to any third party without prior Esri written permission.
- d. Licensee shall not Deploy or use Enterprise License Software for its School District or Library Department except for internal administrative use.

3.3 Additional Restrictions Applicable to ELA and License Agreement. A new or additional Eligible Agency may not be added as an ELA participant or Licensee without the express prior written approval of Esri. Addition of an Eligible Agency may result in an increase in the ELA Fee.

ARTICLE 4—MAINTENANCE

ELA Maintenance. ELA Maintenance is included in the ELA Fee. Rolled-In Software and Enterprise License Software will receive ELA Maintenance, provided that standard maintenance is available for each item. ELA Maintenance includes benefits specified in the most current applicable Esri US Software Maintenance Program document (found at www.esri.com/legal) as modified by this Section 4.1.

a. Tier 1 Support Provided by NOLA

- (1) Tier 1 Help Desk will provide Tier 1 Support to all Licensees.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the Licensee. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
- (6) NOLA may assign up to the quantity of named Tier 1 Help Desk individuals listed in Appendix B. These individuals will be identified in Appendix E and are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from the Tier 1 Help Desk individuals.
- (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
- (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) Esri shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not the Licensees.
- (5) When the Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the Licensee.
- (6) Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website or, if requested, deliver them on media.

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

5.1 Purchase Orders, Delivery, and Deployment

- a. NOLA shall issue a purchase order upon execution of the ELA and annually thereafter in accordance with the fee schedule in Appendix B. These fees will be due and payable within thirty (30) days of the anniversary date of the ELA, with the initial payment due within thirty (30) days of execution of the ELA.
- b. Upon receipt of the initial purchase order from NOLA, Esri shall authorize NOLA to download Enterprise License Software listed in Appendix A. Delivery of updates/new versions of Enterprise License Software will be made in the same manner. If requested by NOLA, Esri will deliver a limited number of sets of backup media as provided in Appendix B to the ship-to address identified in Appendix D, ELA Points of Contact, FOB destination with shipping charges prepaid. NOLA may purchase additional backup media sets at the prices in effect at the time of purchase. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. NOLA acknowledges that Esri has a right to invoice, and NOLA agrees to pay any such sales or use tax associated with receipt of tangible media.
- c. Esri shall provide registration/authorization numbers or access codes, as applicable, to activate the nondestructive copy protection program that enables the Enterprise License Software to operate or allow access.
- d. NOLA shall track the Deployment status of Enterprise License Software.

5.2 Purchase Order Requirements

- a. Any purchase orders issued by NOLA will reference, incorporate, and be subject to the terms and conditions of this ELA. No additional, conflicting, or different terms contained in a purchase order or ordering document will be binding. All orders and deliveries pertaining to this ELA will be processed through NOLA's centralized point of contact.
- b. The following information will be included in each purchase order:
 - (1) Esri customer number and the ship-to address as identified in Appendix D.
 - (2) Purchase order number.
 - (3) On the face of the purchase order, print the following statement: "Governed by and subject to Enterprise License Agreement No. 2012ELA5783."

5.3 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this ELA, NOLA shall provide a written report, as set forth in Appendix C, to Esri detailing all Deployments made. The report will be subject to audit by an authorized representative of Esri.

5.4 Esri International User Conference Registration. Esri shall provide Esri International User Conference registrations to NOLA annually during the term of this ELA in the quantities set forth in Appendix B. NOLA is responsible for distributing the registrations to Licensees. Third parties may not represent or attend on behalf of NOLA or Eligible Agencies at any Esri International User Conference.

ARTICLE 6—POINTS OF CONTACT; NOTICES

6.1 Points of Contact. Each party shall identify points of contact for administrative and technical issues in Appendix D.

6.2 Notices. Except as set forth in Section 6.1, any notice, report, demand, or other communication will be properly given when made in writing in English and sent by courier; registered or certified airmail; or facsimile or other electronic transmission, and confirmed by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth above, until changed by notice in writing by either party hereto. If sent by courier or airmail, notice will be effective seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice will be effective upon receipt, provided confirmation is given as specified herein. Notices will be given at the following addresses:

To: Esri
380 New York Street
Redlands, CA 92373-8100
Attn.: Manager, Contracts and Legal Services

To: NOLA
as listed in Appendix D

ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

7.1 Term. The term of the ELA will be for the periods listed in Appendix B, commencing on November 1, 2012.

7.2 Termination for a Material Breach. Esri may terminate this ELA for a material breach by Licensee. Licensee will be given a period of thirty (30) days from date of written notice to cure any material breach. Upon termination of this ELA by Esri for a material breach by Licensee, all licenses Deployed will also terminate, and the full amount of unpaid ELA Fees will be due and payable by NOLA within thirty (30) days from the date of termination. Licensees shall uninstall, remove, and destroy all Enterprise License Software; training materials; and any whole or partial copies, modifications, or merged portions in any form. NOLA shall deliver evidence of such destruction to Esri (e.g., certification letter). Licensee may continue to use Rolled-In Software, provided Licensee complies with the terms and conditions of the License Agreement. Further, Esri agrees that Licensee is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Licensee orders maintenance at time of ELA termination. Other items that may be included in this ELA such as EAP, Virtual Campus annual user license, access codes, Virtual Campus dollar credits, and Esri International User Conference registrations, will also terminate if this ELA is terminated.

7.3 Termination of a Particular Eligible Agency. Esri may elect to terminate the license rights of a particular Eligible Agency for material breach without terminating this ELA with NOLA or other Eligible Agencies. The breaching Eligible Agency will be given a period of ten (10) days from date of written notice to cure any material breach. Upon the termination of the Eligible Agency, any licenses for Deployments provided to Eligible Agency will also terminate. NOLA shall reasonably cooperate with Esri in termination of an Eligible Agency in material breach of this ELA, including enforcement of the ELA with respect to such Eligible Agency. There will be no reduction in the ELA Fee if an Eligible Agency's rights are terminated. The terminated Eligible Agency will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this ELA.

7.4 License Term and Use upon Expiration of ELA Term. Upon full payment of the ELA Fee and expiration of this ELA, the License Agreement will survive, and Licensee may continue to use the Deployed Enterprise License Software and Rolled-In Software in accordance with the terms and conditions set forth in the License Agreement. Licensee shall notify Esri of the quantity and type of licenses for which Licensee elects to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or Enterprise License Software upon expiration of the ELA, it lapses. If, at a later date, Licensee decides to reinstate maintenance, Licensee must pay maintenance reinstatement fees from the date of ELA expiration (e.g., back maintenance fees). NOLA shall not Deploy additional copies of the Enterprise License Software beyond the quantities in use upon termination or as of the date of expiration.

ARTICLE 8—CONFIDENTIALITY

8.1 Esri Confidential Information. Certain terms and conditions of this ELA are confidential and proprietary information of Esri. Except as provided herein, NOLA shall not publish or disclose the ELA (or contents) to any third party without Esri's prior written consent. NOLA may disclose portions or all of this ELA to an Eligible Agency provided such Eligible Agency is under an obligation of confidentiality to not publish or disclose this ELA (or contents) to any third party. Disclosure may be made only to those NOLA or Eligible Agency employees and advisers of NOLA (e.g., outside counsel or accountants) who have a need to know to perform their duties and have an obligation of confidentiality. NOLA or Eligible Agency may only disclose the License Agreement and restrictions contained in the ELA to a contractor or consultant who has a need to know such information to perform work on behalf of NOLA or Eligible Agency. No other portions of the ELA may be

disclosed to a contractor or consultant. To the extent that any such disclosures may be required by law (such as an open/public records request), NOLA shall inform Esri of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requestor, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

ARTICLE 9—RELATIONSHIP OF THE PARTIES

The ELA does not constitute a partnership, joint venture, or agency between Esri and NOLA. Neither Esri nor NOLA will hold itself out as such, nor shall Esri or NOLA be bound or become liable because of any representation, action, or omission of the other.

ARTICLE 10—FORCE MAJEURE

If the performance of any obligation under this ELA is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 11—GIS STANDARD

NOLA shall officially name Esri as its GIS standard and act as a reference for other Esri customers and potential customers as long as the ELA remains in effect. This ELA will not be construed or interpreted as an exclusive dealings agreement, and NOLA and each Eligible Agency reserve the right to purchase from third parties any of their requirements for GIS software, or related services.

NOLA agrees that Esri may publicize the existence of the ELA.

ARTICLE 12—ADMINISTRATIVE REQUIREMENTS

12.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services. Certain Esri partners are authorized to either embed limited portions of Esri technology or bundle Esri products or services with the partner's application or service under Esri's OEM or Solution OEM programs. Partner pricing and product bundling is independent of this ELA, and each partner markets under its own business model and pricing. Licensee shall not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based upon the availability of such Software, Data, Web Services, or Documentation as Enterprise License Software under this ELA. Licensee shall not be entitled to or seek to decouple Esri's technology or products/services from the partner's bundle or solution. In addition, such Software, Data, Web Services, Documentation, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

12.2 Enterprise License Software—Limited Quantity or Unit-Priced Items. Esri reserves the right to exclude new Software products from unlimited Deployment. New Software products may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under a site or enterprise license. Such items can be made available to NOLA on a limited quantity basis or as unit-priced items.

12.3 Obsolescence. During the term of this Agreement, some of the items listed in Appendix A may become obsolete or will no longer be commercially offered or may no longer be available for Deployment. Licensee may continue to use Enterprise License Software that has been Deployed, but support and upgrades for older items may not be available. ELA Maintenance and maintenance and availability of Enterprise License Software identified in Appendix A will be subject to each item's Product Life Cycle Support Status, which can be found at <http://resources.arcgis.com/content/product-life-cycles> by selecting the product type and clicking the Product Life Cycle link for specific product plans. Esri's Product Life Cycle Support Policy, available at <http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf>, covers the support phases and overall support plans.

ARTICLE 13—GENERAL PROVISIONS

13.1 The General Provisions and Limitations of Liability of the License Agreement will apply to the entire ELA. If there is a conflict among any of the other terms and conditions in the various documents, the order of descending precedence will be as follows: (1) E119 Signature Page, (2) E512 ELA Terms and Conditions, (3) E300 Scope of Use, and (4) E200 General License Terms and Conditions. In the event this ELA includes Enterprise Advantage Program, the terms and conditions of the Enterprise Advantage Program Addendum will take precedence over the provision of the ELA with respect to the Enterprise Advantage Program. Except as otherwise expressly provided herein, any amendment or Addendum to this ELA must be in writing and signed by an authorized representative of each party.

13.2 Survival of Certain ELA Clauses. The provisions of Section 7.4 and Article 8 of this Enterprise License Terms and Conditions document (E512) will survive the expiration or termination of this ELA.

13.3 NON-SOLICITATION: Esri attests that it has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. Esri has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

13.4 NON-CONVICTED FELON: Esri swears that it complies with Section 2-8(c) of the Code of the City of New Orleans. No principal, member, or officer of Esri has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

13.5 AUDIT AND OTHER OVERSIGHT: It is agreed that Esri will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires Esri to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, Esri agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

13.6 OWNERSHIP INTEREST DISCLOSURE: The Vendor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Vendor and stating that no other person holds an ownership interest in the Vendor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Vendor fails to submit the required affidavits, the City may, after 30 days' written notice to the prime Vendor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

13.7 PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT: No elected official or employee of City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of City shall be deemed to be a financial interest of such elected official or employee of City. Any willful violation of this provision, with the expressed or implied knowledge of Esri, shall render this Agreement voidable by City and shall entitle City to recover, in addition to any other rights and remedies available to City, all monies paid by City to Esri pursuant to this Agreement without regard to Esri's satisfactory performance of such Services.

**APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE**

Company may Deploy the Enterprise License Software up to the total quantity of licenses indicated below to Licensees during the term of this ELA.

Table A-1

Enterprise License Software—Unlimited Quantities

Item	Total Qty./Seats to Be Deployed
ArcGIS for Desktop Single and Concurrent use (Includes: Basic, Standard and Advanced levels)	Unlimited
ArcGIS for Desktop Extensions Single and Concurrent Use -- (Includes: Spatial Analyst, 3D Analyst, Network Analyst, Schematics, Geostatistical Analyst, ArcGIS Publisher, Workflow Manager, and ArcGIS Data Reviewer)	Unlimited
ArcGIS for Server—Workgroup and Enterprise Editions (Includes: Basic, Standard and Advanced levels)	Unlimited
ArcGIS for Server Extensions—(Includes: Spatial, 3D, Network, Geostatistical, Image Extension, Schematics, and Workflow Manager)	Unlimited
ArcGIS Engine Runtime ArcGIS Engine Runtime Extensions--(Includes: Spatial, 3D, Network, Geodatabase Update, Maplex and Schematics)	Unlimited
ArcGIS Runtime Standard ArcGIS Engine Runtime Extensions--(Includes: Spatial, 3D, Network)	Unlimited
Esri Production Mapping	Unlimited

Table A-2

Enterprise License Software---Limited/Rolled-in Quantities

Item	Maintenance on Previously Deployed	Qty./Seats To be Deployed	Total
Esri Developer Network (EDN)	Not Applicable	Three (3) Annual Subscriptions	Three (3) Annual Subscriptions
Maintenance for ArcGIS for Desktop Tracking Analyst Extension Concurrent Use	Two (2)	Not Applicable	Two (2)
ArcGIS for Desktop Data Interoperability Extension Concurrent Use	Not Applicable	One (1)	One (1)
Esri CityEngine Advanced	Not Applicable	One (1) Single Use	One (1) Single Use
Item	Number of Users	Annual Credits	
ArcGIS Online Subscription	100 Named Users	17,500	

**APPENDIX B
ELA FEE SCHEDULE**

The ELA Fee is \$456,000.. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance and Esri International User Conference registrations.

	<u>Initial 2 Months</u> November 1, 2012 to December 31, 2012	<u>Year 1</u> January 1, 2013 to December 31, 2013	<u>Year 2</u> January 1, 2014 to December 31, 2014	<u>Year 3</u> January 1, 2015 to December 31, 2015	Total
Payments	<i>\$ 21,000.</i>	<i>\$ 135,000.</i>	<i>\$ 145,000</i>	<i>\$ 155,000</i>	<i>\$ 456,000.</i>

Number of Esri International User Conference Registrations per Year	6
Number of Tier 1 Help Desk Individuals	5
Number of Sets of Backup Media, if Requested	5
Term of ELA pursuant to Section 7.1	Three Years and Two Months

**APPENDIX D
ELA POINTS OF CONTACT**

Either party may change its point of contact by written notice to the other party.

1. Esri point of contact for order processing issues:

Name: Customer Service
Esri Redlands
380 New York Street
Redlands, CA 92373-8100
E-mail: service@esri.com
Phone: 888-377-4575
Fax: 909-307-3083

2. Esri contact for Tier 2 Support issues:

E-mail: support@esri.com
Phone: 909-793-3774 (domestic US only)
Fax: 909-792-0960
Web: support@esri.com

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

Name: Greg Hymel _____
E-mail: gphymel@nola.gov _____
Phone: 504-658-7641 _____
Fax: 504-658-7799 _____

4. All deliverables to NOLA will be shipped to the address listed below:

NOLA Office: Greg Hymel _____
Name: gphymel@nola.gov _____
Address: 1300 Perdido Street STE BE-10 _____
New Orleans, LA _____

5. All notices to NOLA will be mailed to the address listed below:

NOLA Office: Information Technology and Innovation _____
Name: Greg Hymel _____
Address: 1300 Perdido Street, New Orleans, LA, _____
STE BE-10 _____

**APPENDIX E
TIER 1 HELP DESK AUTHORIZED INDIVIDUALS**

Below are named Tier 1 Help Desk individuals authorized to seek Tier 2 Support from Esri. Substitutes/Changes to Tier 1 Help Desk authorized individuals may be made by written notice to Esri.

- | | |
|---|--|
| <p>1. Name: Greg Hymel _____
Address: 1300 Perdido Street, ITI Rm BE-10 _____
New Orleans, LA 70112 _____
Phone: 504-658-7641 _____
Fax: 504-658-7799 _____
E-mail: gphymel@nola.gov _____</p> | <p>4. Name: John Adams _____
Address: 118 City Park Ave - OPCD _____
New Orleans, LA 70119 _____
Phone: 504-915-1119 _____
Fax: _____
E-mail: jadams@911nola.org _____</p> |
| <p>2. Name: Charlena Thornton _____
Address: 1300 Perdido Street, Rm BE-10 _____
New Orleans, LA 70112 _____
Phone: 504-810-6357 _____
Fax: 504-658-7799 _____
E-mail: cthornton@orleansassessors.com _____</p> | <p>5. Name: Nick Wissler _____
Address: 1300 Perdido Street - DPW _____
New Orleans, LA _____
Phone: 504-658-8471 _____
Fax: _____
E-mail: nwwissler@nola.gov _____</p> |
| <p>3. Name: Greg Reece _____
Address: 1300 Perdido Street, STE 9W03 _____
New Orleans, LA 70112 _____
Phone: 504-402-4778 _____
Fax: _____
E-mail: gdreece@nola.gov _____</p> | |

**APPENDIX F
ELIGIBLE AGENCIES**

- | | |
|---|--|
| 1. Affiliate Name: <u>New Orleans Redevelopment Authority</u>
Contact Name: <u>David Lessinger</u>
Address: <u>1409 Oretha Castle Haley Blvd</u>
<u>New Orleans, LA 70113</u>
Phone: <u>504-658-4400</u>
Fax: <u>504-658-4551</u>
E-mail: <u>dalessinger@nola.gov</u> | 2. Affiliate Name: <u>New Orleans Planning Commission</u>
Contact Name: <u>Bao Robert Nguyen</u>
Address: <u>1340 Poydras Street Ste 900</u>
<u>New Orleans, La 70112</u>
Phone: <u>504-658-7033</u>
Fax: <u>504-658-7032</u>
E-mail: <u>rbnguyen@nola.gov</u> |
| 3. Affiliate Name: <u>Orleans Parish 911 Communications District</u>
Contact Name: <u>Kathrine Kargo</u>
Address: <u>118 City Park Ave</u>
<u>New Orleans, La 70119</u>
Phone: <u>504-671-3609</u>
Fax: <u>504-671-3913</u>
E-mail: <u>kcargo@911nola.org</u> | |

APPENDIX G

ELIGIBLE AGENCY ACKNOWLEDGMENT STATEMENT

Prior to any Deployment to an Eligible Agency, NOLA shall require each such entity to be contractually bound to applicable terms and conditions by executing an Eligible Agency Acknowledgment Statement. NOLA shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against NOLA or an individual Eligible Agency for material breach. Only NOLA has a right to Deploy the Enterprise License Software identified in Appendix A of the ELA.

Environmental Systems Research Institute, Inc. ("Esri"), having an address at 380 New York Street, Redlands, CA 92373 and the City of New Orleans Louisiana ("NOLA"), have entered into an Enterprise License Agreement (ELA) identified as Agreement No. 2012ELA5783 for licensing certain Esri Software, Data, Web Services, and Documentation and for the provision of maintenance. Esri has authorized NOLA to Deploy specific Enterprise License Software to specific Eligible Agency entities during the term of the ELA. Deployment by NOLA of Enterprise License Software to each Eligible Agency and its use of the Enterprise License Software is subject to the terms of the License Agreement contained in the ELA and the additional requirements below. "Enterprise License Software" means the Software (including Data, Web Services and Documentation provided with the particular item) identified in Table A-1 and Table A-2 of Appendix A, Software and Deployment Schedule, of the ELA.

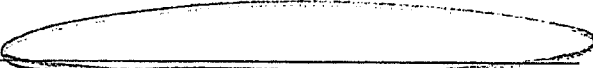
Accordingly, Eligible Agency identified below as a Licensee, represents it has received and read the License Agreement, and understands and agrees to be bound by the terms of the License Agreement 2012MLA5783 and the below additional requirements for use of any Enterprise License Software Deployed by NOLA to it. Eligible Agency agrees that Esri may pursue remedies against Eligible Agency for material breach of the License Agreement or the below additional requirements. All Deployments made by NOLA to Eligible Agency will be made through NOLA's centralized point of contact and will cease upon expiration or termination of NOLA ELA. NOLA shall pass through updates and provide Tier 1 Support to Eligible Agency during the term of the ELA for applicable Enterprise License Software and Rolled-In Software. Rolled-In Software is Software of the same type as the Enterprise License Software.

- (1) Beta licenses are not available during the term of the ELA. Therefore, Section 3.2, Beta License, of the General License Terms and Conditions—E200 in the License Agreement is prohibited from being used during the term of the ELA.
- (2) Section 3.4, Consultant Access, of the General License Terms and Conditions—E200 in the License Agreement is modified to add the following restriction: Access to and use of any Enterprise License Software is restricted to use by consultants and contractors for the sole benefit of Licensee while (i) working on-site at Licensee's facilities; (ii) remotely accessing or using Enterprise License Software from Licensee's on-site computers or machines; or (iii) remotely accessing or using Enterprise License Software from a third party's computers or machines under contract to Licensee. Licensee shall require consultant or contractor to discontinue access to and use of Enterprise License Software upon completion of work for Licensee.
- (3) Eligible Agency remains subject to US Export Control Regulation requirements as outlined in the License Agreement.
- (4) Transfer, redistribution, or assignment of Enterprise License Software to any third party without Esri's written permission is prohibited.
- (5) Use of the Enterprise License Software is restricted to use within Louisiana.
- (6) During the term of the ELA, licenses Deployed by NOLA to Eligible Agency may be terminated if NOLA or Eligible Agency is in material breach.
- (7) Upon expiration of NOLA ELA, the License Agreement will survive, and Eligible Agency may continue to use both the Enterprise License Software Deployed to Eligible Agency in accordance with the terms and conditions set forth in the License Agreement.

In the event of a conflict in the terms and conditions of this acknowledgment and the License Agreement, the terms and conditions of this document shall have precedence over those contained in the License Agreement.

No other rights are granted to Eligible Agency under this acknowledgment.

ACCEPTED AND AGREED:


(Eligible Agency)

Signature: _____

Printed Name: MITCHELL J. LAWRIGE

Title: MAYOR, CITY OF NEW ORLEANS

Date: 12.19.12

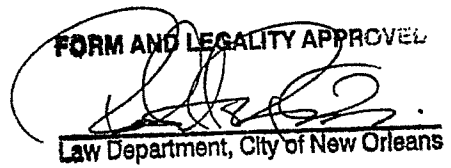

FORM AND LEGALITY APPROVED
Law Department, City of New Orleans



EXHIBIT 1
SCOPE OF USE
(E300 05/24/2012)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the License Agreement, which is incorporated by reference. This Addendum takes precedence over conflicting terms of the License Agreement. Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software. Specific Software is subject to the terms of use set forth in the notes referenced below:

<p>Desktop</p> <ul style="list-style-type: none">▪ ArcExplorer—Java and Windows Editions (20; <u>Addendum 2, Note 1</u>)▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>)▪ ArcGIS Explorer Desktop (20; <u>Addendum 2, Note 1</u>)▪ ArcGIS for AutoCAD (20)▪ ArcLogistics<ul style="list-style-type: none">– Desktop (<u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 2</u>)– Using ArcGIS Online (20; 46; <u>Addendum 2, Note 1</u>)– Using ArcGIS for Server (20; 46; <u>Addendum 2, Note 1</u>)– Navigator (46; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 2</u>)▪ ArcPad (12; 13; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 2</u>)▪ ArcReader (20; <u>Addendum 2, Note 1</u>)▪ ArcView 3.x and Extensions (17)▪ Esri Business Analyst (<u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)▪ Esri Maps for Office (<u>Addendum 2, Note 1</u>) <p>Server</p> <ul style="list-style-type: none">▪ ArcGIS for Server<ul style="list-style-type: none">– Workgroup (8; 9; 28; 29; 30; 32; 38; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>)– Enterprise (8; 9; 27; 31; 38; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>)▪ ArcGIS for Server Extensions<ul style="list-style-type: none">– ArcGIS for INSPIRE (8; <u>Addendum 2, Note 1</u>)	<ul style="list-style-type: none">▪ Esri Business Analyst Server<ul style="list-style-type: none">– Workgroup (8; 9; 28; 29; 30; 31; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)– Enterprise (8; 9; 27; 31; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)▪ Portal for ArcGIS (31; 61; 62; <u>Addendum 2, Note 1</u>)▪ Esri Tracking Server (31)▪ Esri Maps for IBM Cognos (53)▪ Esri Maps for SharePoint (<u>Addendum 2, Note 1</u>) <p>Developer Tools</p> <ul style="list-style-type: none">▪ ArcGIS Runtime SDK for iOS, Windows Phone, Windows Mobile, or Android (16; <u>Addendum 2, Note 1</u>)▪ ArcGIS Engine Developer Kit and Extensions (16, 22, 26)▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>)▪ ArcGIS for iOS (<u>Addendum 2, Note 1</u>)▪ ArcGIS for Windows Mobile Deployments (15; 54; <u>Addendum 2, Note 1</u>)▪ ArcGIS Runtime (18; 59; <u>Addendum 2, Note 1</u>)▪ ArcGIS Runtime SDK (16; 60; <u>Addendum 2, Note 1</u>)▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight, ArcGIS API for WPF) (15; 16; 64; 66; <u>Addendum 2, Note 1</u>)▪ Esri Business Analyst Server Developer (<u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)▪ Esri Developer Network (EDN) Software, Online Services, and Data (24; 26; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>; <u>Addendum 2, Note 6</u>)▪ Esri File Geodatabase API (47)
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Notes

1–7. Reserved.

8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.

9. User-developed ArcGIS for Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS for Desktop) may not be copied.

- 10-11. Reserved.
12. Software is licensed for navigational use only when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. Reserved.
15. Licensed as a Deployment License. Deployment Licenses for Internet application(s) may be subject to payment of additional license fees.
16. Licensee may deliver applications to Licensee's sublicensee(s) provided Licensee uses a sublicense agreement that protects Esri's rights in Esri's Software, Data, Online Services, and Documentation to the same extent as the License Agreement including, but not limited to, the following terms:
 - a. Sublicensee may not reverse engineer, decompile, or disassemble the Esri Software, Data, Online Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; or transfer or assign its rights under the license grant;
 - b. Sublicensee may not use any Esri Software, Data, Online Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
 - c. Third-party dependent or required components are redistributable subject to permission from the owner or author.
- Applications may be subject to deployment fees owed to Esri. Contact Esri or Licensee's distributor for details.
17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
18. Licensed as a Deployment License. The Deployment License is per application per computer. Deployment Licenses may not be used for Internet or server deployment. Deployment Licenses for desktop application(s) may be subject to payment of additional license fees.
19. Reserved.
20. Licensee may reproduce and deploy the Software provided all the following occur:
 - a. The Software is reproduced and deployed in its entirety;
 - b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as the License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
 - c. All copyright and trademark attributions/notices are reproduced; and
 - d. There is no charge or fee attributable to the use of the Software.
21. Reserved.
22. a. ArcGIS Engine for Windows/Linux licenses shall not be used for Internet and server development and deployment;
- b. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
- c. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
23. Reserved.
24. EDN Software may be used only for the purposes of research, development, testing, and demonstration of a prototype application. EDN server Software and Data may be installed on multiple computers for use by any named EDN developer. ArcGIS Online subscriptions included with EDN Advanced may be used as permitted by the Terms of Use in Addendum 3, Online Services Addendum.
25. Reserved.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.
27. ArcGIS for Server Web ADF Runtime Software may not be deployed independently of Licensee's ArcGIS for Server Enterprise configuration.

28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.
- 33–37. Reserved.
38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).
- 40–45. Reserved.
46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
47. Licensee may develop and distribute software or web applications that use Esri File Geodatabase API to Licensee's end users.
- 48–52. Reserved.
53. This authorizes installation and use of a sufficient quantity of instances of ArcGIS for Server Enterprise Standard solely for the purposes of integrated intercommunication between Esri ArcGIS for Server map services and IBM Cognos data packages. No other use of Esri ArcGIS for Server Enterprise Standard is permitted.
54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Advanced (Enterprise or Workgroup), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine applications.
- 55–58. Reserved.
59. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users up to the number of Deployment Licenses that have been purchased.
60.
 - a. ArcGIS Runtime SDK licenses shall not be used for Internet or server development;
 - b. An end user must purchase a software application that includes an ArcGIS Runtime license to obtain the right to run an ArcGIS Runtime application on one (1) computer; and
 - c. Customers building applications for their own internal use must purchase ArcGIS Runtime licenses for every application Deployed that includes ArcGIS Runtime. A single user may have multiple ArcGIS Runtime licensed applications installed on one (1) computer, but each application is an independent Deployment of ArcGIS Runtime.
61. Oracle is a third-party beneficiary of Esri's rights under the License Agreement with respect to the Software but is not a party hereto and assumes no obligations hereunder.
62. Esri and its licensors reserve the right to conduct an audit of Licensee's use of the Software. Licensee will provide reasonable assistance and access to information regarding Licensee's use of the Software. Audit results may be reported to Esri's licensors. Fees for overdeployment or excess usage are payable within thirty (30) days of the invoice date.
63. Reserved.
64. For web applications, Licensee may not use this Product independently of other Esri Product(s).
65. Reserved.
66. For desktop applications or SharePoint, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

ADDENDUM 2
DATA TERMS OF USE
(E300-2)

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes the License Agreement, which is incorporated by reference. This Addendum takes precedence over conflicting terms of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. Licensee may cancel a subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

<ul style="list-style-type: none"> ▪ ArcGIS Online Data (1) ▪ StreetMap Premium for ArcGIS (2) ▪ StreetMap Premium for Windows Mobile (2) ▪ StreetMap Premium for ArcPad (2) ▪ ArcLogistics Data (2) ▪ Data Appliance for ArcGIS (3) ▪ Business Analyst Data (4, 7) 	<ul style="list-style-type: none"> ▪ Esri Data (5) ▪ Data and Maps for ArcGIS (6) ▪ Tapestry Segmentation Data (7) ▪ Address Coder (7; <u>Addendum 1, Note 22</u>) ▪ MapStudio Data (9) ▪ Location Analytics Data (4)
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Notes

1. *ArcGIS Online Data*: Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. I-cubed data is subject to the terms of use at <http://www.esri.com/legal/pdfs/j9946-icubed.pdf>.
 - d. Microsoft Bing Maps data is subject to the terms of use at <http://www.esri.com/legal/pdfs/e-802-bing-mapsvcs.pdf>.
 - e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

2. *StreetMap Premium for ArcGIS; StreetMap Premium for ArcGIS for Windows Mobile; StreetMap Premium for ArcPad; ArcLogistics Data*: StreetMap Premium Data may be used for mapping, geocoding, and single vehicle routing purposes but is not licensed for dynamic routing. For instance, StreetMap Premium Data 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. StreetMap Premium Data may not be used to perform synchronized routing of multiple vehicles. Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcLogistics Software may only be used with the Product for which the Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. Data may include data from either of the following sources:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.

3. *Data Appliance for ArcGIS*: Data provided with Data Appliance is subject to the following additional terms of use:
 - a. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
 - b. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.

- c. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - d. I-cubed data is subject to the terms of use at <http://www.esri.com/legal/pdfs/j9946-icubed.pdf>.
 - e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
4. *Business Analyst Data; Location Analytics Data:* Business Analyst Data is provided with Esri's Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:
- a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Licensee may include Reports and maps created from Business Analyst Data in hard-copy or read-only format in presentation packages or marketing studies prepared for subsidiaries and customers provided that the total content of the Esri Reports and maps is less than twenty percent (20%) of Licensee's total content. Licensee may not redistribute Reports on a stand-alone basis.
 - b. Business Analyst Data is restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API, with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
 - c. Licensee's use of Canadian Edition Data with Business Analyst (Server, Desktop), Business Analyst Online API, Community Analyst API, or Location Analytics API is subject to the Use of Data Restrictions specific to Esri Business Analyst (Canadian Edition) Data.
 - d. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) cobranding or otherwise providing the product or service on behalf of any third party; (ii) sublicensing or reselling the Infogroup database; (iii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iv) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (v) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (vi) using the Infogroup database for any direct marketing purposes.
 - e. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
 - f. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
5. *Esri Data:* Esri Data is provided for Licensee's internal business use solely in conjunction with Licensee's authorized use of Esri Software. Licensee may include reports and maps created from Esri Data in hard-copy or read-only format in presentation packages or marketing studies prepared for subsidiaries and customers provided that the total content of the Esri Reports and maps is less than twenty percent (20%) of Licensee's total content. Licensee may not redistribute Reports on a stand-alone basis.
6. *Data and Maps for ArcGIS:* The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.
- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/licensing/redistribution-rights.html>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.

- b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA 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.
7. *Tapestry Segmentation Data; Address Coder Data:* This Data is included with Business Analyst Data, may be purchased as an add-on for Sourcebook•America, and is also separately licensed. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Licensee may include Reports and maps created from Data in hard-copy or read-only format in presentation packages or marketing studies prepared for subsidiaries and customers provided that the total content of the Esri Reports and maps is less than twenty percent (20%) of Licensee's total content. Licensee may not redistribute Reports on a stand-alone basis.
8. Reserved.
9. *MapStudio Data:* Use of Data is subject to the following terms and conditions:
- NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
 - Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - I-cubed data is subject to the terms of use at <http://www.esri.com/legal/pdfs/j9946-icubed.pdf>.
 - Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) cobranding or otherwise providing the product or service on behalf of any third party; (ii) sublicensing or reselling the Infogroup database; (iii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iv) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (v) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (vi) using the Infogroup database for any direct marketing purposes.

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

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the License Agreement, which is incorporated by reference. This Addendum takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

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:

- a. "API" means application programming interface.
- b. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- c. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- d. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- e. "Named Users" means Licensee's employees; agents; consultants; contractors; or, for education accounts, registered students whom Licensee authorizes to access Online Services for Licensee's exclusive benefit through Licensee's ArcGIS Online account, to which they are explicitly linked through unique, individual user names and passwords.
- f. "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 Licensee accesses through the ArcGIS Website Online Content.
- g. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- h. "Licensee's Content" means any Content that Licensee or Licensee's Named Users submit to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any applications Licensee builds with Developer Tools and deploy with Online Services. Licensee's Content specifically excludes personal information and any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee 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, (ii) for Licensee's own internal use by Licensee and Licensee's Named Users, and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

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

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities. Licensee or Licensee's Named Users are the only persons authorized to access Online Services through Licensee's accounts. Authorization Codes may not be shared among multiple individuals but may be reassigned for absences of one (1) month or longer. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses under the License Agreement, Licensee 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 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 Services with other licensed end users or third parties; (vi) distribute the client-side data cache, routes, or geocodes derived from Online Services to third parties; (vii) manually or systematically harvest information and data contained within Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in connection with any products, systems, or applications installed or otherwise connected to or in communication with vehicles capable of vehicle navigation, positioning, dispatch, real-time route guidance, fleet management, or similar applications; or (ix) incorporate any portion of Online Services into a commercial product or service unless it adds material functionality to the Online Services.

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. **IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.**

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2.7 Attributions. Licensee is not permitted to remove any Esri or its licensors' logos or other attribution associated with any use of ArcGIS Online Services.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it was purchased or in the Online Services description referenced therein. For subscriptions that are subject to automatic renewal, the length of any renewal term shall be limited to the shorter of one (1) year or the length of the expiring term. Renewal may be avoided by providing written notice to the other party at least thirty (30) days before expiration of the then-current term. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.2 Account Suspensions. Esri may suspend Licensee's account if (i) Licensee breaches this License Agreement; (ii) Licensee exceeds Licensee's usage limits and fails to purchase additional Service Credits sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; or (iii) there is reason to believe that Licensee's use of Online Services will adversely affect their integrity, functionality, or usability or that Esri and its licensors may incur liability by not suspending Licensee's account. If warranted under the circumstances, Licensee will be notified of any suspension beforehand and allowed the opportunity to take corrective action.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

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4.3 Sharing Licensee's Content. Online Services and ArcGIS Website include publishing capabilities that allow Licensee to make Licensee's Content available to third parties ("Sharing Tools"). Licensee hereby grants to any third parties with whom Licensee elects to share Licensee's Content using such Sharing Tools the right and license to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content with Online Services subject to any terms of use and access restrictions that Licensee provides with Licensee's Content. **ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM LICENSEE'S NAMED USERS' MISUSE OF SUCH SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SUCH SHARING TOOLS IS AT LICENSEE'S SOLE RISK.**

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

Esri may establish limits on the resources available to Licensee with Online Services. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. The overage limits for a particular Service and options to address overages will be provided in the Service description and specified in the Ordering Document. Esri reserves the right to suspend Licensee's account until Licensee pays all outstanding overage fees in accordance with this License Agreement.

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 Licensee to access, view, use, and download Content from such websites. This Agreement does not authorize Licensee to use such third-party Content, and Licensee may be required to agree to different or additional terms in order to use such Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any such third-party websites and Content is at Licensee'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.

ARTICLE 7—LICENSEE'S WARRANTIES

Licensee warrants that Licensee's Content and Licensee's use of Online Services will not (i) infringe or misappropriate any third-party intellectual property rights or proprietary rights or (ii) contain or transmit to a third party any Malicious Code.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

Specific Online Services are subject to the terms of use set forth in the notes referenced below:

<ul style="list-style-type: none">▪ ArcGIS Online (1; 2; 3; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>)▪ Business Analyst Online (4; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)▪ Business Analyst Online Mobile (4; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)	<ul style="list-style-type: none">▪ Community Analyst (4; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)▪ Redistricting Online (3; <u>Addendum 2, Note 1</u>)▪ MapStudio (5; <u>Addendum 2, Note 9</u>)
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Notes

1. In addition to the common terms of use of Online Services:
 - a. Licensee may use Licensee's ArcGIS Online account to build a Value-Added Application(s) using the ArcGIS Online Development Tools and Services enabled through Licensee's ArcGIS Online account.
 - b. Licensee may provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow anonymous user access to Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - c. For ArcGIS Online ELA and Organization Plan accounts: Licensee is also permitted to
 - i. Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; or
 - ii. Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
 - (1) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (2) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (3) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
 - d. For Personal Plans, Education and Not-for-Profit use of ArcGIS Online accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA or Organization Plan account.

2. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
3. Terms of Use for ArcGIS Online Services: The following ArcGIS Online Services are not subject to fee-based Service Credit consumption usage. There is no fee (unless otherwise noted) to use these services up to the predefined maximum usage limits shown below. Use of these services beyond the predefined usage limits requires an additional fee. These services may be used only in conjunction with ArcGIS Software or an ArcGIS Online account.
 - a. *Map Services, Imagery Services, and Geometry Services:* Licensee may put these services to any use consistent with these terms of use, excluding Advertising Supported Use, subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. "Transaction" is defined in the Documentation at the ArcGIS Online Content resource center at <http://help.arcgis.com/en/arcgisonline/content/>.
 - b. *ArcGIS Online Standard Task Services:* Licensee may put these services to any use consistent with these terms of use, excluding Advertising Supported Use, subject to a limit of five thousand (5,000) routing requests (as defined in the Documentation) during any twelve (12)-month period.
 - c. *ArcGIS Online Subscription Task Services:* Upon Licensee's payment to Esri of the applicable fee(s), Licensee may put these services to any use consistent with these terms of use, excluding Advertising Supported Use.
 - d. *ArcGIS Online Sample Services:* Licensee may use these services for internal evaluation and development purposes only. All licenses for ArcGIS Online Services are subject to these terms of use and any additional restrictions or requirements identified in the Documentation.
4. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Licensee's external websites.
5. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes.
6. Licensee may develop software or web applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's software or web applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's software or web applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).



GENERAL LICENSE TERMS AND CONDITIONS
(E200 06/04/2012)

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ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- a. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- b. "Beta" means any alpha, beta, or prerelease Product.
- c. "Commercial ASP" means a person or entity that generates revenue by providing a website or Internet web application that enables third parties to access and use an application that uses approved Esri Software, for example, by charging a subscription, service, or transaction fee or by generating more than incidental advertising revenue. Commercial ASP excludes a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit.
- d. "Concurrent Use License" means a license to install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired.
- e. "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, whether bundled with Software and Online Services or delivered independently.
- f. "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.
- g. "Deployment Server License" means a license that, in addition to providing Staging Server License rights, authorizes Licensee to install and use the Software or Data to provide services to multiple users on the same or other computer(s).
- h. "Development Server License" means a license that authorizes Licensee to install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
- i. "Documentation" means all user reference documentation that is delivered with the Software.
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- k. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- l. "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this License Agreement.
- m. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- n. "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the Online Services being consumed. As Online Services are consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available. Additional Service Credits can be purchased as described in Addendum 3 (also available at <http://www.esri.com/legal>).
- o. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Licensee 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 Product is in use at any one (1) time. No other end user may use Product under the same license at the same time for any other purpose.
- p. "Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an Esri-authorized website or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- q. "Staging Server License" means a license that, in addition to providing Development Server License rights, enables Licensee to use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.

- r. "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.

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ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri; and (iv) for the applicable Term or, if no Term is identified, until terminated in accordance with Article 5. License types may include, but are not limited to, Single User, Named User, Concurrent User, Deployment, Deployment Server, Development Server, Staging Server, or Term Licenses; Online Services may also be licensed under a Service Credit limitation. In addition to the Scope of Use in Article 4, Exhibit 1—Scope of Use (E300) applies to specific Products. Addendum 1, Addendum 2, and Addendum 3 collectively comprise Exhibit 1—Scope of Use (E300) and are also available at <http://www.esri.com/legal/>.

- a. *Software.* Terms of use for specific Software products are set forth in Addendum 1, which is incorporated by reference.
- b. *Data.* Data terms of use are set forth in Addendum 2, which is incorporated by reference.
- c. *Online Services.* Terms of use for Online Services are set forth in Addendum 3, which is incorporated by reference.

3.2 Evaluation and Beta Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Esri maintenance.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Products delivered, Licensee may
 1. Install and store Products on electronic storage device(s);
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 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the deployment of either version does not exceed Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity;
 4. Move the Software in the licensed configuration to a replacement computer; and
 5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.
- b. Licensee may run passive failover instances of Concurrent Use license management software in a separate operating system environment for temporary failover support.
- c. Licensee may customize Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in Documentation.
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4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
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- c. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- d. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs; or
- e. Redistribute Authorization Codes;
- f. Reverse engineer, decompile, or disassemble Products;
- g. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- h. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- i. Remove or obscure any Esri (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- j. Unbundle or independently use individual or component parts of Software, Online Services, or Data;
- k. Incorporate any portion of the Software into a product or service that competes with the Software;
- l. Publish the results of benchmark tests run on Beta without the prior written permission of Esri and its licensors; or
- m. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

This License Agreement is effective upon acceptance. Licensee may terminate this License Agreement or any Product license at any time upon written notice to Esri. Either party may terminate this License Agreement or any license for a material breach that is not cured within ten (10) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure. Upon termination of the License Agreement, all licenses granted hereunder terminate as well. Upon termination of a license or the License Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri.

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ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. ESRI AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF ESRI HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

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- b. Licensee provides documents describing the allegations of infringement;
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8.3 Esri shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Esri or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Esri for avoiding infringement or use after a return is ordered by Esri under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

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9.2 **Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, reexport, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 **Taxes and Fees, Shipping Charges.** License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 **No Implied Waivers.** The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Esri's prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this License Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement shall survive the expiration or termination of this License Agreement.

9.9 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Esri licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Esri Software source code is unpublished, and all rights to Products are reserved by Esri and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law, Arbitration

Licensees in the United States of America, Its Territories, and Outlying Areas. This License Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.11 Maintenance. Maintenance for qualifying Software or Data consists of updates and other benefits, such as access to technical support, specified in Esri's current applicable maintenance policy.

9.12 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.

9.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Esri technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Esri technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.14 Entire Agreement. This License Agreement, including its incorporated documents, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party.

9.15. NON-SOLICITATION: The Vendor attests that it has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Vendor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

9.16. NON-CONVICTED FELON: The Vendor swears that it complies with Section 2-8(c) of the Code of the City of New Orleans. No Vendor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty

to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

9.17. AUDIT AND OTHER OVERSIGHT: It is agreed that the Vendor will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the Vendor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the Vendor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

9.18. OWNERSHIP INTEREST DISCLOSURE: The Vendor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Vendor and stating that no other person holds an ownership interest in the Vendor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Vendor fails to submit the required affidavits, the City may, after 30 days' written notice to the prime Vendor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

9.19. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT: No elected official or employee of City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of City shall be deemed to be a financial interest of such elected official or employee of City. Any willful violation of this provision, with the expressed or implied knowledge of Vendor, shall render this Agreement voidable by City and shall entitle City to recover, in addition to any other rights and remedies available to City, all monies paid by City to Vendor pursuant to this Agreement without regard to Vendor's satisfactory performance of such Services.

K15-1248

AGREEMENT
CITY OF NEW ORLEANS
AND

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 201____, effective as of January 1, 2016 (the "Effective Date"), by and between the City of New Orleans, represented by Mitchell J. Landricu, Mayor (the "City"), and ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. represented by Bill Fleming, Managing Business Attorney (the "Contractor").

WHEREAS, the City wishes to purchase various Esri Software components and modules as listed in (insert appropriate appendices)

WHEREAS, the Contractor is qualified and willing to perform said services;

NOW THEREFORE, the City and the Contractor agree as follows:

I. THE CONTRACTOR'S OBLIGATIONS.

A. Services. The Contractor will, in accordance with the schedule approved by the City:

1. Provide software licenses and technical support as provided in Exhibit A, "2012ELA5783," attached hereto and made a part hereof;
2. Provide training services as provided in Exhibit B, "Training Terms and Conditions," attached hereto and made a part hereof;
3. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor as set forth in this Agreement;
4. Monitor, supervise, and otherwise control and be solely responsible for all persons performing maintenance and training services on its behalf;
5. Cooperate with the City and any person performing work for the City.

The City's officers and employees are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. Standards. The Contractor, and any person performing work on its behalf, will perform all maintenance and training services under this Agreement in accordance with any and all applicable professional standards.

C. Compliance with Laws. The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances.

D. Disclosure of the City's Content. To the extent that Contractor must disclose the City's data pursuant to law or a court order or the order of another government body with such authority, the Contractor shall inform the City of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requestor, in sufficient time for

the City to assert any objection it may have to such disclosure with the appropriate administrative or judicial body.

E. Records and Reporting.

1. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, work papers, and other evidence pertaining to this Agreement, including, without limitation, of costs incurred through the later of five (5) years from: (a) the document date of the ordering document, including but not limited to purchase orders, quotations, or other means of purchase; or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the City all plans and records of work compiled through the date of termination.

F. Audit and Inspection.

1. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

G. Insurance.

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 or similar acceptable to the City, covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation:** as required by the State of Louisiana, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
3. **Professional Liability (Errors and Omissions):** with limits no less than **\$1,000,000** per claim.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Contractor will add City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers, as an additional insured under its [**Comprehensive General Liability, and Professional Liability**] policy(ies). Esri's Workers Compensation will waive subrogation for the benefit of City of New Orleans. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06—City Hall, New Orleans, LA 70112.

Primary Coverage

For any claims related to this contract, **Contractor's insurance coverage shall be primary** insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to Contractor's coverage.

Claims Made Policies

1. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
2. For the time period that Contractor is required to provide insurance under this Agreement, if Contractor discontinues any claims made insurance required under this Agreement, then Contractor shall either procure tail coverage sufficient to meet its requirements under this agreement or purchase a replacement policy that also complies with the requirements of this Agreement and is retroactive to Contractor's first date of performance hereunder.

Waiver of Subrogation

Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this contract.

Notice of Cancellation

Esri's insurer will provide thirty (30) days' notice to Esri of any of cancellation or nonrenewal of the **Comprehensive General Liability, Professional Liability, and/or Workers Compensation/Employers Liability** policy(ies). Within five (5) days after receipt of such notice, Esri will have its carrier provide notice to City, provided that no such notice is required if, Esri buys a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this paragraph.

Acceptability of Insurers Insurance is to be placed with **insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII**, unless otherwise acceptable to the City.

2. The Contractor will provide the City with the following documents within ten (10) calendar days of this Agreement's effective date and at any other time at the City's request:
 - a. Proof of coverage for each policy of insurance required by this Agreement;
 - b. Copies of all policies of insurance, including all policies, forms, and endorsements; and
 - c. Statements disclosing any policy aggregate limit.
3. Without notice from the City, the Contractor will:
 - a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
 - b. Substitute insurance coverage acceptable to the City within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and
 - c. Notify the City's Risk Manager in writing within forty-eight (48) hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

H. Indemnity.

1. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all third party claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement, while on site of City and/or while logged in to the City's information technology infrastructure in any way; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

2. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity.

II. WARRANTIES.

A. The Contractor warrants to the City that:

1. The Contractor, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Contractor has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Contractor is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Contractor's performance of this Agreement;

4. The Contractor has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

5. The Contractor is not in breach of any federal, state, or local statute or regulation applicable to the Contractor or its operations;

6. The Contractor has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and

7. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Contractor and the execution of this Agreement by the Contractor's representative constitutes a sworn statement, under penalty of perjury, by the Contractor as to the truth of the foregoing representations and warranties.

B. Convicted Felon Statement. The Contractor to the best of its knowledge complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. Non-Solicitation Statement. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. Employee Verification. The Contractor swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

E. The Contractor acknowledges that the City is relying on these warranties and Contractor's expertise, skill, and knowledge and that the Contractor's obligations and liabilities will not be diminished by reason of any approval by the City.

III. THE CITY'S OBLIGATIONS.

A. Administration. The City will:

1. Administer this Agreement through the Office of Information Technology and Innovation;
2. Provide the Contractor with any documents deemed necessary by the City for the Contractor's performance of any work required under this Agreement; and
3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor.

B. Payment. The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. The City's obligation to pay is contingent upon the Contractor's submission of a complete and accurate invoice;
2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;
3. The City may set off any amounts due to the Contractor against any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and
4. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.
5. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute.

IV. COMPENSATION.

A. Rate of Compensation.

1. Compensation for the services contemplated herein shall be a subject to Appendix B of Exhibit A.
2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City and in accordance with the terms and conditions Exhibit A.
3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement

B. Maximum Amount. The maximum aggregate amount payable by the City under this Agreement is SIX HUNDRED FIFTEEN THOUSAND DOLLARS AND NO/100 (\$615,000.00).

V. DURATION AND TERMINATION.

A. Term. The term of this agreement shall begin on the effective date hereof and shall remain in effect through February 28, 2019, provided there is an encumbrance of funds by the requesting department made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered and/or appropriated.

B. Termination for Non-Appropriation or Lack of Funds.

The City's obligation to pay the amounts due under this Agreement shall be contingent upon appropriation of funds for this Agreement ("Lack of Funds"). Either party may terminate this Agreement for Lack of Funds by providing a written termination for Lack of Funds notice no less than sixty (60) days prior to the next annual payment. In all such cases, the effective date of the termination will be the last day of the Enterprise Agreement ("EA") year, which shall run from March 1 through February 28 or 29, as applicable, each year, for which the City has paid. Under no circumstances may the City deploy additional copies of the EA Products upon termination of the Agreement for Lack of Funds. However, the City may terminate this Agreement for non-appropriation within the initial two (2) months of this Agreement, without the required sixty (60) days' notice period, as described above.

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

i. The City will report the quantity and types of EA Products Deployed as of the termination date;

ii. Contractor will calculate the aggregate value of EA Products Deployed, excluding Online Services or term based Products, at then-current list price, plus the aggregate cost of maintenance for the Deployed EA Products and Rolled-In Software (collectively, the "Deployed EA Value");

iii. Contractor will deduct the value of all other deliverables, including but not limited to Online Services, term based Products training, virtual campus, workshops, and services, provided as part of this EA from the total EA Fees paid by the City as set forth on Appendix B, at the date of termination, ("Remaining Value");

iv. If the Deployed EA Value is less than or equal to the Remaining Value, the City may retain all Deployed perpetual EA Products and Rolled-In Software at the maintenance version current as of the date of termination. No refund will be provided to the City for unused fees.

v. If the Deployed EA Value is greater than the Remaining Value, the City will inform Esri of the quantities of Deployed EA Products and Rolled-in Software that it will retain at the maintenance version current as of the date of termination, such that the aggregate Software and maintenance does not exceed the Remaining Value. The City will uninstall, remove and destroy all Deployed EA Products not retained. Rolled-In Software not retained at current maintenance will revert to the version that was current as of the start date of the EA term.

b. After termination, the City must immediately uninstall, remove and destroy all Deployed EA Products not retained. All subscriptions, User Conference Passes, Training and other services will end at termination. Rolled-In software not retained at current maintenance will revert to the version that was current as of the start date of the EA term.

c. Within thirty (30) days of termination of the Agreement for Lack of Funds, the City will document in writing to Contractor the total quantity and type of Products for which the City desires to obtain maintenance, if any. Payment of maintenance fees will be effective from the date of the EA termination.

d. The City's use of any retained Products and Rolled-In Software following termination of the EA Agreement will be in accordance with this Agreement. If at a future date the City chooses to renew its Rolled-In Software or any other retained Products, the City will be required to pay maintenance retroactive to the date of termination in order to receive the most current version and support.

C. **Termination for Cause.** Either party may terminate this Agreement for a material breach if such breach is not cured within thirty (30) days from receipt of written notice from the other party. Upon termination of this Agreement by Contractor for a material breach by the City, all licenses Deployed will also terminate, and the full amount of unpaid EA Fees provided in Appendix B of Exhibit 1 will be due and payable by the City within thirty (30) days from the date of termination. The City shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. The City shall deliver evidence of such destruction to Contractor (e.g., certification letter). The City may continue to use Rolled-In Software, provided that the City complies with the terms and conditions of this Agreement. Further, Contractor agrees that the City is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if the City orders maintenance at time of termination. Other items that may be included in this Agreement—such as EAP, Esri Virtual Campus annual user license, access codes, Virtual Campus dollar credits, and Esri User Conference registrations—will also terminate if this Agreement is terminated.

VI. NON-DISCRIMINATION.

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental

Agreement

Page 8 of 14

City of New Orleans and Environmental Systems Research Institute, Inc. (ESRI)

ESRI GIS subscription

IT5102979; k15-1248

disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

VII. INDEPENDENT CONTRACTOR.

A. Independent Contractor Status. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this Agreement, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this Agreement, or agreement for hire, and in connection with unemployment compensation only, that:

- a. The Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this agreement; and
- b. Services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and

- c. The Contractor has been independently engaged in performing the services listed herein prior to the date of this Agreement.

Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

D. Waiver of Benefits. The Contractor, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

VIII. NOTICE.

Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Lamar Gardere, Chief Information Officer
City of New Orleans
1300 Perdido Street, Suite 3E05
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the Contractor:

Director of Contracts and Legal
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373

Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

IX. ADDITIONAL PROVISIONS.

A. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

B. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; Exhibit A, "2012ELA5783"; Exhibit B, "Training Terms and Conditions." This Agreement shall explicitly supersede any provisions in Exhibit A or Exhibit B

regarding the superiority of their terms, exclusivity of remedies (including exclusivity and/or limitation of indemnity provisions), term and/or termination of this Agreement, and/or any provisions therein asserting that those documents comprise the entire agreement between the City and Contractor; provided, however, that all parties hereto acknowledge and accept the applicability of the terms set forth in Exhibits A and B hereto regarding exclusive remedies for claims of a breach of the limited warranty to this Agreement. Furthermore, any terms of Exhibits A or B regarding limitation of liability, disclaimer of warranty, and limitation of indemnity are hereby null and void to the extent that reckless behavior by Contractor results in damage to the City's information technology infrastructure.

C. Ownership Interest Disclosure. Upon request by City, the Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

D. Subcontractor Reporting. Upon request by the City, Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

E. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Contractor pursuant to this Agreement without regard to Contractor's otherwise satisfactory performance of the Agreement.

F. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

G. Public Records Laws. The Contractor acknowledges that the City is subject to public records laws and acknowledges that any provisions contained in this Agreement or its exhibits, including provisions referring to confidential information, shall also be subject to said

public records laws. The Contractor further acknowledges that the City publishes its contracts on its City website, and that in doing so with this Agreement, shall not violate any agreement regarding confidentiality contained herein.

H. Conflicting Employment. To ensure that the Contractor's efforts do not conflict with the City's interests, and in recognition of the Contractor's obligations to the City, the Contractor will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractor will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor's performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

I. Non-Exclusivity. This Agreement is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

J. Assignment. This Agreement and any part of the Contractor's interest in it are not assignable or transferable without the City's prior written consent, except for the sale of all or substantially all of Contractor's assets.

K. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

L. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

M. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

N. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

O. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law, shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

P. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

Q. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

R. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

S. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.


The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

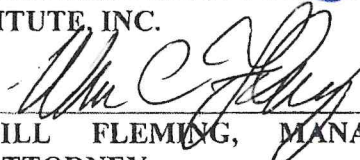
BY: 
MITCHELL J. LANDRIEU, MAYOR 12/17/15

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Julia K. Nege

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.

BY: 
BILL FLEMING, MANAGING BUSINESS
ATTORNEY

95-2775732
CORPORATE TAX I.D.



Amendment No. 1
Agreement No. 2012ELAS783

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Amendment No. 1 is entered into by and between the **City of New Orleans, LA ("NOLA")** and **Environmental Systems Research Institute, Inc. ("Esri")**.

WHEREAS, Esri and NOLA entered into an Enterprise License Agreement with an effective date of November 1, 2012 ("Agreement, also referred to as Exhibit A"); and

WHEREAS, the parties desire to amend the Agreement to extend the term, and update the associated appendices.

NOW THEREFORE, the parties agree to the following, which shall become effective on January 1, 2016:

1. Under Section 7- TERM, add the following to the end of the sentence, *through February 28, 2019*.
2. Amend Appendices A & B, by deleting each in their entirety and replacing with the corresponding appendices below.
3. Include Training Terms and Conditions, attached hereto.

Except as may be specifically modified by this Amendment No. 1, all other terms and conditions of the Agreement and any Amendment(s) or Addendum(s) constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the date of the last party to sign below.

ACCEPTED AND AGREED:

**CITY OF NEW ORLEANS, LA
(NOLA)**

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)**

Signature: _____

Signature: _____

Printed Name: _____

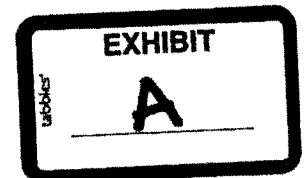
Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE**

NOLA may Deploy the ELA Products up to the total quantity of licenses indicated below to Licensees during the term of this ELA.

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

Item	Total Qty./Seats to Be Deployed
ArcGIS for Desktop Products (Single Use or Concurrent Use)	
ArcGIS for Desktop Basic, ArcGIS for Desktop Standard, ArcGIS for Desktop Advanced	<i>unlimited</i>
ArcGIS for Desktop Extensions (Single Use or Concurrent Use)	
ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer	<i>unlimited</i>
ArcGIS for Server Products (Basic/Standard/Advanced)	
ArcGIS for Server Enterprise, and ArcGIS for Server Workgroup	<i>unlimited</i>
ArcGIS for Server Extensions	
ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Image Extension, GeoEvent Extension	<i>unlimited</i>
ArcGIS Engine	<i>unlimited</i>
ArcGIS Engine Extensions (Single Use & Concurrent Use)	
ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst, ArcGIS Geodatabase Update, ArcGIS Schematics Analyst	<i>unlimited</i>
ArcGIS Runtime (Single Use)	<i>unlimited</i>
ArcGIS Runtime Extensions	<i>unlimited</i>
ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst	
Mapping and Charting Solutions	
Esri Production Mapping	<i>unlimited</i>

**Table A-2
ELA Products (Term Licenses)—Limited Quantities**

Item	Rolled-In Qty. (if applicable)	Qty./Seats to Be Deployed	Total
Esri Developer Network (EDN) Standard	-	3	3
Esri City Engine (Advanced) Single Use	1	-	1
ArcGIS Desktop Data Interoperability Extension (Concurrent Use)	1	-	1

**Table A-3
ArcGIS Online Subscription**

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
ArcGIS Online Level 7 Subscription	1	Unlimited	62,500

**APPENDIX B
RENEWAL ELA FEE SCHEDULE**

The ELA Fee of \$615,000.00. The ELA Fee is in consideration of the ELA Products, ELA Maintenance, Esri International User Conference registrations, Esri Training Pass, and Esri Developer Network.

	2016 (1/1/2016- 2/28/2017)	2017 (3/1/2017- 2/28/2018)	2018 (3/1/2018- 02/28/2019)	Total ELA Fee
Payments	\$225,000	\$195,000	\$195,000	\$615,000

*The 2016 payment will be paid in two installments. The first payment of \$30,000 will be due within 30 days of the effective date of January 1, 2016. The second payment of \$195,000 will be due within 30 days of the new anniversary date of March 1, 2016. The 2017 and 2018 annual payments will each be due in one installment within 30 days of March 1st.

Number of Esri International User Conference Registrations per Year	Six (6)
Number of Tier 1 Help Desk Individuals	Eight (8)
Number of Sets of Backup Media, if Requested	Five (5)
Term of ELA pursuant to Section 7.1	Effective through 02/28/2019
Support Incidents for EDN	One 10-Pack/Year
Esri Training Pass	20 Training Days Annually



**AMENDMENT 2 TO
ENTERPRISE AGREEMENT 237363
FORMERLY 2012ELA5783**

K17-1170

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5853

This Amendment No. 2 is entered into by and between the City of New Orleans, LA ("NOLA") and Environmental Systems Research Institute, Inc. ("Esri").

WHEREAS, Esri and NOLA entered into an Enterprise License Agreement with an effective date of November 1, 2012, further extended via Amendment No.1, effective January 1, 2016, collectively ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement to add additional licenses.

NOW THEREFORE, the parties agree to the following, which shall become effective upon date of last signature:

1. Agreement number 2012ELA5783 is hereby replaced with Agreement No, 237363.
2. Appendix A, Table A-2, is hereby modified to add the below as a capped ELA Product for the remainder of the term of the Agreement.

**Table A-2
ELA Products (Term Licenses)—Limited Quantities**

Item	Quantity
Insights for ArcGIS Named User Term License	18

3. Appendix A, Table A-3, is hereby modified to add the below as a capped ELA Product for the remainder of the term of the Agreement.

**Table A-3
ArcGIS Online Subscription**

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
Community Analyst Online Subscription	1	50	N/A

4. No pricing adjustment will be made to this current Agreement for this additional subscription.

Except as may be specifically modified by this Amendment No. 2, all other terms and conditions of the Agreement and any Amendment(s) or Addendum(s) constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date of the last party to sign below.

ACCEPTED AND AGREED:

CITY OF NEW ORLEANS, LA
(NOLA)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Handwritten signature and stamp area]

Amendment No. 3 Agreement No. 237363 (fka 2012ELA5783)



This Amendment No. 3 ("**Amendment No. 3**" or the "**Amendment**") is entered into by and between City of New Orleans, LA, represented by LaToya Cantrell, Mayor (the "**City**") and Environmental Systems Research Institute, Inc., represented by Tamisa Greening, Managing Attorney, Contracts and Legal ("**Esri**" or the "**Contractor**"). The City and the Esri are sometimes collectively referred to as the "**Parties**." Amendment No. 3 is effective as of March 1, 2022 (the "**Effective Date**").

WHEREAS, Esri and the City entered into a new sole source Enterprise License Agreement, effective as of January 1, 2016 (the "**Agreement**"); the previous agreement between the Parties, which was made effective as of November 1, 2012, as Exhibit A (the exhibit was mistakenly styled "Amendment No. 1");

WHEREAS, on and effective November 1, 2017, the Parties entered into the first amendment (mistakenly styled "Amendment No. 2" due to the aforementioned exhibit) to modify the terms and conditions of the Agreement by adding additional licenses, all other terms and conditions remaining in effect ("**Amendment No. 1**");

WHEREAS, on June 21, 2019, and effective March 1, 2019, the Parties entered into the second amendment to extend the term for an additional three (3) years from March 1, 2019, through February 28, 2022, and to increase the maximum aggregate compensation by Seven Hundred Twenty Thousand dollars (\$720,000) to an amount not to exceed One Million Three Hundred Thirty-Five Thousand dollars (\$1,335,000) ("**Amendment No. 2**"); and

WHEREAS, the Parties each having the authority to do so, desire to amend the Agreement to extend the term for an additional three (3) years from March 1, 2022 through February 28, 2025 and to increase the maximum aggregate compensation by Eight Hundred Forty Thousand dollars (\$840,000) to an amount not to exceed Two Million One Hundred Seventy Five Thousand dollars (\$2,175,000).

NOW THEREFORE, for good and valuable consideration, the Parties agree to amend the Agreement, as follows:

1. Section V. Duration and Termination – In accordance with Article V Section A of the Agreement, the term is extended for an additional three (3) years from March 1, 2022, through February 28, 2025.
2. Exhibit A Article 1 - Definitions.
 - a. Delete and replace the "License Agreement" definition with the following:

"Master Agreement" means Master Agreement Product and Services, Agreement No. 00304391.0. All references of "License Agreement" shall now mean "Master Agreement."
 - b. Add the following to beginning of the definition "Enterprise License Software":

"or "ELA Products"
3. Delete and replace License Agreement 2012MLA5783 with the attached Master Agreement Product and Services, Agreement No. 00304391.0.
4. Exhibit A Article 5 – Purchase Orders, Invoicing, Delivery, and Deployment. Insert the following after the last sentence of section 5.1(a):

"Esri must submit invoices annually (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal (<https://nola.gov/purchasing/brass/> [nola.gov]), for ELA Products provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices. At a minimum, each invoice must include the following information:

1. Name of Contractor;
2. Date of Invoice;

3. Invoice Number;
 4. Contract or Purchase Order Number issued by the City (*i.e.*, K# - K22-168);
 5. Name of the City Department to be invoiced;
 6. Description of the services completed and the individuals who performed the services or description of the materials and supplies delivered; and
 7. An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice"
5. Appendix A of Exhibit A – Software and Deployment Schedule, is deleted in its entirety and replaced with the attached Appendix A – Products and Deployment Schedule, which shall supersede and apply from March 1, 2022, through February 28, 2025.
 6. Appendix B of Exhibit A – Amendment No.2 Fee Schedule, is deleted in its entirety and replaced with the attached Appendix B – Amendment No.3 Fee Schedule, which shall supersede and apply from March 1, 2022 through February 28, 2025. The Compensation is increased by Eight Hundred Forty Thousand dollars (\$840,000). Unless amended and agreed to by both Parties, the maximum amount of compensation per year shall not exceed \$280,000, as follows:

Year	Maximum Amount Not to Exceed
March 1, 2022 – February 28, 2023	\$280,000
March 1, 2023 – February 29, 2024	\$280,000
March 1, 2024 – February 28, 2025	\$280,000

7. Appendix D of Exhibit A – ELA Points of Contact, is deleted in its entirety and replaced with the attached Appendix D – ELA Points of Contact, which shall supersede and apply from March 1, 2022 through February 28, 2025.
8. Appendix F of Exhibit A – Eligible Agencies, is deleted in its entirety and replaced with the attached Appendix F – Eligible Agencies, which shall supersede and apply from March 1, 2022 through February 28, 2025.
9. **Additional Miscellaneous Provisions.** The following terms and conditions are added to the Agreement:

LIVING WAGES

A. Definitions. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. Compliance. To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. Living Wage. In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

1. \$11.19 per hour for any work performed on or before December 31, 2021;
2. \$13.25 per hour for any work performed on or before December 31, 2022;
3. \$15.00 per hour for any work performed on or before December 31, 2023; and
4. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

D. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. **Subcontract Requirements.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“Article”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. **Reporting.** On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement. The Contractor will not provide any personally identifiable information under this reporting requirement and shall provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. **Compliance Monitoring.** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “OWD”) and/or the Chief Administrative Office (“CAO”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (iii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. **Remedies.** If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

10. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled “Cost recovery in contracts, cooperative endeavor agreements, and grants,” to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.”

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, execute this Amendment.

ACCEPTED AND AGREED:

CITY OF NEW ORLEANS

By: 

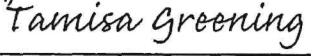
Printed Name: LATOYA CANTRELL

Title: MAYOR

Date: 6/17/22

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.

(Esri)

By: 

Printed Name: Tamisa Greening


Title: Managing Attorney, Contracts & Legal

Date: Jun 3, 2022

Tax ID: _____

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Smith

**APPENDIX A
PRODUCTS AND DEPLOYMENT SCHEDULE**

The City may Deploy the ELA Products up to the total quantity of licenses indicated below to Licensees during the term of this Amendment No. 3.

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

Item	Total Qty. to Be Deployed
ArcGIS Desktop: ArcGIS Desktop Advanced, Standard, and Basic (Single and Concurrent Use)	Uncapped
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (Single and Concurrent Use)	Uncapped
ArcGIS Enterprise: ArcGIS Enterprise and Workgroup (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	Uncapped
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
Mapping and Charting Solutions: Esri Production Mapping for Desktop	Uncapped
ArcGIS Monitor	Uncapped
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Geodatabase Updated, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst (single and concurrent use)	Uncapped
ArcGIS Runtime Advanced	Uncapped
ArcGIS Runtime Analyst Extension	Uncapped

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

Item	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
Image Analyst for use with ArcGIS Pro (Concurrent Use License)	-	2	2
ArcGIS Data Interoperability for Desktop Extension (Concurrent Use)	1	0	1
ArcGIS Notebook Advanced Server	-	2	2
ArcGIS Image User Type for ArcGIS Online (Term License)	-	3	3
Business Analyst Web App Standard for ArcGIS Online	-	5	5
Community Analyst Web App for ArcGIS Online	-	20	20
ArcGIS Insights for ArcGIS Online (Term License)	-	5	5
GeoPlanner for Use with ArcGIS Online	-	2	2

ArcGIS Navigator for ArcGIS Online	-	100	100
ArcGIS Tracker for ArcGIS Online	-	100	100
ArcGIS Urban Suite	-	5	5
Drone2Map for use with ArcGIS Online	-	1	1
ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise (Term License)	-	5	5
ArcGIS Utility Network User Type Extension for ArcGIS Enterprise (Term License)	-	2	2
ArcGIS Workflow Manager User Type Extension for ArcGIS Enterprise (Term License)	-	5	5
ArcGIS Trace Network User Type Extension for ArcGIS Enterprise (Term License)	-	5	5
ArcGIS Insights for ArcGIS Enterprise	-	5	5
ArcGIS Navigator for ArcGIS Enterprise	-	25	25
ArcGIS Tracker for ArcGIS Enterprise	-	100	100
ArcGIS Drone2Map for ArcGIS Enterprise	-	1	1
ArcGIS Developer Professional Level Subscription	-	3	3
ArcGIS Hub Premium Term License (ArcGIS Online Community Account – includes 100 Creator User Types and 10,000 Annual Service Credits)	-	1	1
ArcGIS Hub Premium Additional Community Identities	-	5,000	5,000

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
*ArcGIS Online Subscription User Types	1	250 Viewers 50 Editors 150 Field Worker 350 Creator 10 Viewers Surge Public Safety Users 10 Field Workers Surge Public Safety Users 5 Creators Surge Public Safety Users	138,750 Field Workers Surge Public Safety Users: 1,250 Creators Surge Public Safety Users: 2,500
*ArcGIS Enterprise User Type Term Licenses	-	50 Editors 200 Field Workers 300 Creators 5 Creators Surge Public Safety Users 5 Field Workers Surge Public Safety Users	-

*The value of this Agreement is based on an estimated maximum use of 200 Viewer, 120 Field Worker, 35 Editor and 200 Creator User Types in ArcGIS Online and 40 Editor, 100 Field Worker 135 Creator User Types in ArcGIS Enterprise. The City of New Orleans may deploy additional User Types up to the quantities provided above with any amount over the estimated maximum use to be considered at renewal.

**APPENDIX B
AMENDMENT NO. 3 FEE SCHEDULE**

The Maximum Enterprise License Fee (the "Fee") is \$840,000 for the term of this Amendment No. 3. The Fee is in consideration of the Products, Product Maintenance, Esri User Conference Registrations, Platform Engineer Services Package, and Esri Training Program.

	Year 1 March 1, 2022 – February 28, 2023	Year 2 March 1, 2023 – February 28, 2024	Year 3 March 1, 2024 – February 28, 2025	Fee
Payments	\$280,000	\$280,000	\$280,000	\$840,000

Number of Esri International User Conference Registrations per Year	10
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	8
Number of Sets of Backup Media, if Requested	2
Platform Engineer Services Package	2 Platform Engineer Services Packages Per Year 20 Hours Remote or 1 Day Onsite
Term of Amendment No. 3 (the "Term")	Three (3) years from March 1, 2022 – February 28, 2025
Esri Training Pass	Year 1: 18 Days Year 2: 18 Days Year 3: 18 Days

**APPENDIX D
ELA POINTS OF CONTACT**

Either party may change its point of contact by written notice to the other party.

1. Esri point of contact for order processing issues:

Name: Customer Service
Esri
380 New York Street
Redlands, CA 92373-8100
Email: service@esri.com
Phone: 888-377-4575
Fax: 909-307-3083

2. Esri contact for Tier 2 Support issues:

MyEsri: <http://my.esri.com>
Phone: 909-793-3774 (within the United States only)
Fax: 909-792-0960
Web: <http://support.esri.com>

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

Name: Kimberly LaGrue
Email: kwlagrue@nola.gov
Phone: 504.658.7636 (o) 504.377.2374 (m)

4. All invoices to City will be submitted to the City's Supplier Portal listed below (unless otherwise stated on the purchase order):

City Supplier Portal: <https://nola.gov/purchasing/brass/> [nola.gov]

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

1300 Perdido St., Suite 3E05 | New Orleans, LA 70112

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

Chief Information Officer
City of New Orleans
1300 Perdido Street, Suite 3E05
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

**APPENDIX F
ELIGIBLE AGENCIES**

1. Eligible Agency Name: New Orleans Redevelopment Authority
Contact Name: Brenda Breaux
Address: Attn. Brenda Breaux, Executive Director
1409 Oretha Castle Haley Blvd.
New Orleans, LA 70113
Phone: 504-658-4400
Fax: 504-658-4551
Email: bbreaux@nola.gov

2. Eligible Agency Name: New Orleans Assessor's Office
Contact Name: _____
Address: 1300 Perdido Street Ste 4E01
New Orleans, LA 70112
Phone: (504)-658-1360
Fax: (504)-658-1353
Email: _____

3. Eligible Agency Name: Orleans Parish Communications District
Contact Name: _____
Address: 118 City Park Avenue
New Orleans, LA 70119
Phone: (504)671-3911
Fax: _____
Email: _____
Website: <http://www.911nola.org>

K25-329

Amendment No. 4 Agreement No. 237363 (fka 2012ELA5783)



This Amendment No. 4 ("**Amendment No. 4**" or the "**Amendment**") is entered into by and between City of New Orleans, LA, represented by LaToya Cantrell, Mayor (the "**City**") and Environmental Systems Research Institute, Inc., represented by Tamisa Greening, Managing Attorney, Contracts and Legal ("**Esri**" or the "**Contractor**"). The City and the Esri are sometimes collectively referred to as the "**Parties.**" Amendment No. 4 is effective as of March 1, 2025 (the "**Effective Date**").

WHEREAS, Esri and the City entered into a new sole source Enterprise License Agreement, effective as of January 1, 2016 (the "**Agreement**"); the previous agreement between the Parties, which was made effective as of November 1, 2012, as Exhibit A (the exhibit was mistakenly styled "Amendment No. 1");

WHEREAS, on and effective November 1, 2017, the Parties entered into the first amendment (mistakenly styled "Amendment No. 2" due to the aforementioned exhibit) to modify the terms and conditions of the Agreement by adding additional licenses, all other terms and conditions remaining in effect ("**Amendment No. 1**");

WHEREAS, on June 21, 2019, and effective March 1, 2019, the Parties entered into the second amendment to extend the term for an additional three (3) years from March 1, 2019, through February 28, 2022, and to increase the maximum aggregate compensation by Seven Hundred Twenty Thousand dollars (\$720,000) to an amount not to exceed One Million Three Hundred Thirty-Five Thousand dollars (\$1,335,000) ("**Amendment No. 2**"); and

WHEREAS, on June 17, 2022, and effective March 1, 2022, the Parties entered into the third amendment to extend the term for an additional three (3) years from March 1, 2022, through February 28, 2025, and to increase the maximum aggregate compensation by Eight Hundred Forty Thousand dollars (\$840,000) to an amount not to exceed Two Million One Hundred Seventy Five Thousand dollars (\$2,175,000) ("**Amendment No. 3**"); and

WHEREAS, the Parties each having the authority to do so, desire to amend the Agreement to extend the term for an additional one (1) year from March 1, 2025 through February 28, 2026 and to increase the maximum aggregate compensation by Two Hundred Eighty Thousand dollars (\$280,000) to an amount not to exceed Two Million Four Hundred Fifty Five Thousand dollars (\$2,455,000).

NOW THEREFORE, for good and valuable consideration, the Parties agree to amend the Agreement, as follows:

1. Section V. Duration and Termination – In accordance with Article V Section A of the Agreement, the term is extended for an additional one (1) year from March 1, 2025, through February 28, 2026.
2. Appendix B of Exhibit A – Amendment No.3 Fee Schedule, is deleted in its entirety and replaced with the attached Appendix B – Amendment No.4 Fee Schedule, which shall supersede and apply from March 1, 2025 through February 28, 2026. The Compensation is increased by Two Hundred Eighty Thousand dollars (\$280,000). Unless amended and agreed to by both Parties, the maximum amount of compensation per year shall not exceed \$280,000, as follows:

Year	Maximum Amount Not to Exceed
March 1, 2025 – February 28, 2026	\$280,000

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, execute this Amendment.

ACCEPTED AND AGREED:

CITY OF NEW ORLEANS

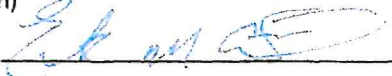
By: 

Printed Name: LaToya Cantrell

Title: Mayor

Date: 7/11/25

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(Esri)

By: 

Printed Name: Erick Ariel

Title: Manager, Commercial & Gov't Contracts

Date: June 10, 2025

Tax ID: 95-2775-732


NEW ORLEANS CITY COUNCIL

By: 

Printed Name: Jean-Paul Morrell

Title: Council President

FORM AND LEGALITY APPROVED:
City of New Orleans Law Department

By: 

Name: Andrew Gregorik

**APPENDIX B
AMENDMENT NO. 4 FEE SCHEDULE**

The Maximum Enterprise License Fee (the "Fee") is \$280,000 for the term of this Amendment No. 4. The Fee is in consideration of the Products, Product Maintenance, Esri User Conference Registrations, and Esri Training Program.

	Year 1 March 1, 2025 – February 28, 2026	Fee
Payments	\$280,000	\$280,000

Number of Esri International User Conference Registrations per Year	10
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	8
Number of Sets of Backup Media, if Requested	2
Term of Amendment No. 4 (the "Term")	One (1) year from March 1, 2025 – February 28, 2026
Esri Training Pass	Year 1: 18 Days