



SOFTWARE LICENSE AGREEMENT

MA-IS-1340254
(Esri Contract 2013MPA6865)

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

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EXHIBITS

- Exhibit A Additional Terms & Conditions - Administration**
- Exhibit B Additional Terms & Conditions - Social Programs**
- Exhibit C ESRI Master Purchase Agreement**
- Exhibit D Contractor MPA Price List**
- Exhibit E Contractor Time and Materials Rate Schedule**
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- Exhibit G Contractor Employee Acknowledgement and Confidentiality Agreement**
- Exhibit H Contractor’s EEO Certification**
- Exhibit I Jury Service Program**
- Exhibit J Safely Surrendered Baby Law**
- Exhibit K Reserved**

This Software License Agreement (hereinafter "Agreement") is entered as of the Effective Date by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County") and Environmental Systems Research Institute, Inc., a California Corporation (hereinafter "Contractor" or "Esri")(hereinafter collectively the "Parties").

1.0 RECITALS

WHEREAS, County, by and through its Internal Services Department, is authorized by, *inter alia*, California *Government Code* section 25501 to procure personal property, including software; and

WHEREAS, Contractor is in the business of licensing and supporting, through product updates and releases, its software; and

WHEREAS, this Agreement is entered into within the County of Los Angeles and all work performed under this Agreement shall be performed within the County of Los Angeles, California or Contractor based locations; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, County and Contractor agree as follows:

2.0 APPLICABLE DOCUMENTS

2.1 The provisions of this base document, along with the Exhibits itemized in Paragraph 2.2, collectively form, and are throughout and hereinafter referred to as, the "Agreement."

2.2 Notwithstanding language to the contrary, whether expressly or by implication, any conflict or inconsistency in the definition or interpretation of any word, responsibility, Exhibit, or the contents or description of any deliverable, activity, service or other work, or otherwise, between and/or among this base document, the Exhibits thereto, and/or the purchase order(s) hereunder, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits thereto according to the following descending priority:

Exhibit A Additional Terms & Conditions - Administration

Exhibit B Additional Terms & Conditions - Social Programs

Exhibit C Contractor's Master Purchase Agreement comprised of:

C-1 State and Local MPA Terms and Conditions, E500 11//20/2012

C-2 Master License Agreement 2013MLA6865

a. General License Terms and Conditions, E200 12/17/2012

b. Contractor's Attachment 1, Scope of Use, E300 12/07/2012

C-3 Contractor's Enterprise Advantage Program Agreement (E125M 09/20/2012)

C-4 Contractor's Implementation Services Time and Materials Addendum (G-363CM 02/01/2012)

Exhibit D Contractor's MPA Price List, E418 01/22/2013

Exhibit E Contractor's Time and Materials Rate Schedule

Exhibit F Reserved

Exhibit G Contractor's Employee Acknowledgement and Confidentiality Agreement

Exhibit H Contractor's EEO Certification

Exhibit I Jury Service Program

Exhibit J Safely Surrendered Baby Law

Exhibit K Reserved

Thereafter, any purchase order(s) issued pursuant to this Agreement.

2.3 This Agreement constitutes the complete and exclusive agreement between the Parties, and supersedes any previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the Parties relating to the subject matter of this Agreement. Without limiting the foregoing, nothing in this Agreement shall be interpreted based upon any prior discussions and negotiations, or upon any additions or deletions made as a result thereof.

3.0 DEFINITIONS

The terms and phrases in this Section 3 in quotes and with initial letter(s) capitalized, whether singular or plural, shall have the particular meanings set forth whenever such terms are used in this Agreement.

3.1 Acceptance; Accept(ed)

"Acceptance" and "Accepted" has the meaning set forth in Section 11.2 Acceptance of Exhibit C-1.

3.2 Additional Product(s)

Reserved.

3.3 Business Day(s)

"Business Day" or "Business Days," whether singular or plural, means any day or days of eight (8) working hours during a single day from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

3.4 Consulting Services

"Consulting Services" has the meaning set forth in Exhibit C-4, Implementation Services Time and Materials Addendum, Article 1 Definitions, *Services*.

3.5 Day(s)

"Day" or "Days," whether singular or plural, means calendar days (not Business Days).

3.6 Deliverable(s)

"Deliverable" or "Deliverables," whether singular or plural, means any Software License, to be provided by Contractor to County under this Agreement, including those items identified in Exhibit D (Contractor MPA Price List).

3.7 Department(s)

"Department" or "Departments," whether singular or plural, means any applicable department of the County of Los Angeles.

3.8 Documentation

"Documentation" has the meaning set forth in Exhibit C-2, General License Terms and Conditions, Article 1.

3.9 Effective Date

"Effective Date" means August 22, 2013.

3.10 Enterprise Advantage Program

"Enterprise Advantage Program" or "EAP" means the Enterprise Advantage Program provided by Contractor as more particularly described in Exhibit C-3 Enterprise Advantage Program Agreement (E125M).

3.11 Extended Term(s)

"Extended Term" or "Extension Terms," whether singular or plural, shall refer to any optional and additional term(s) which may be exercised at the end of the "Initial Term."

3.12 Initial Term

"Initial Term" means the first three years of this Agreement, commencing on the Effective Date and expiring three (3) years thereafter, unless terminated earlier.

3.13 License(s); Software License(s)

"License" and "Software License," whether singular or plural, means the limited grant of rights to use a Software program or component as defined by the terms and conditions in the License Agreement.

3.14 License Agreement

"License Agreement" shall mean Exhibit C-2, Esri's Master License Agreement 2013MLA6865.

3.15 Maintenance

"Maintenance" has the meaning set forth in Section 6 (Maintenance and Support).

3.16 MPA

"MPA" shall mean Exhibit C, Contractor's Master Purchase Agreement.

3.17 Participating Entity

"Participating Entity," whether singular or plural, means the non-department entities that are governed by the County's Board of Supervisors.

3.18 Pricing Schedule(s)

"Pricing Schedule" means the schedule of discounted prices for Software and Services provided by Contractor to County under this Agreement at Exhibit D (Contractor MPA Price List).

3.19 Purchase Order

"Purchase Order" means a funding encumbrance document marked "Purchase Order" that shall be issued by County to order Deliverables under this Agreement.

3.20 Schedule Date

"Schedule Date" means the date of execution by County and Contractor of a Purchase Order referencing this Agreement.

3.21 Services or Support

"Services" or "Support" mean any Software Maintenance or Online Services provided by Contractor to County under this Agreement. Services or Maintenance shall not include installation, EAP, training, Consulting Services, professional or assisted services.

3.22 Software

"Software" has the meaning set forth in Exhibit C-2, General License Terms and Conditions, Article 1.

3.23 State

"State" means the State of California.

3.24 Third Party Software

"Third Party Software" means that portion of the Software, including object code and Documentation, Data, and Online Services sublicensed by Contractor to County under this Agreement.

3.25 Update(s)

"Update(s)" means a collection of files that correct a problem with a Software program or improve the Software through enhancements, including modifications, improvements, corrections, bug fixes, and patches.

3.26 Warranty Period

"Warranty Period" has the meaning set forth in Exhibit C-2, General License Terms and Conditions, Article 6. For EAP, "Warranty Period" is set forth in Exhibit C-3 Enterprise Advantage Program Agreement (E125), Article 4, Subarticle 4.1 b. For Consulting Services, "Warranty Period" is set forth in Exhibit C-4 Implementation Services Time and Materials Addendum, Article 5.

4.0 TERM

The term of this Agreement shall commence on the Effective Date and shall expire three (3) years thereafter (hereinafter "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement. At the end of the Initial Term, County may renew this Agreement for additional two (2) consecutive one-year terms and six (6) month to month extensions, for a maximum total Agreement term of five (5) years and six (6) months (hereinafter "Extended Term(s)") by giving a thirty-day written notice to Contractor, provided that if this Agreement is not so extended, the remaining option(s) shall automatically lapse. Contractor shall notify County when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County at the address herein provided at Exhibit A, Additional Terms & Conditions – Administration, Section 38.

License Term and Use upon Expiration of this Agreement. Upon expiration of this Agreement, the License Agreement will survive and Licensee may continue to use the Products in accordance with the terms and conditions set forth in the License Agreement.

4.1 EAP TERM

County and Contractor may, from time to time during the term of this Agreement, enter into Purchase Orders for Contractor to provide Enterprise Advantage Program in accordance with Exhibit C-3 Enterprise Advantage Program Agreement (E125M). The duration of an EAP subscription is one year beginning on the date the EAP is ordered and performance provided to the County. Upon termination of this Agreement any open, not yet expired subscriptions for an EAP may continue to completion and all applicable terms of the Agreement shall continue to apply, unless other-wise agreed to by the parties.

5.0 SOFTWARE LICENSE

5.1 License Grant

The License grant is described in Article 3 of Exhibit C-2.

5.2 License

5.2.1 License Term

The License term is described in section 3.1 of Exhibit C-2

5.2.2 Scope of License

The License(s) granted by Contractor to County hereunder is provided under the terms and conditions of Exhibit C-2 of this Agreement, specifically Contractor's General License Terms and Conditions E200 and its Attachment 1 Scope of Use, E300.

5.2.3 Obsolescence.

During the term of this Agreement, some of the items listed in Exhibit D may become obsolete or will no longer be commercially offered or may no longer be available for deployment. Licensee may continue to use Products purchased under this Agreement, but support and upgrades for older items may not be available. Maintenance and availability of Products identified in Exhibit D 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.

The License granted to County for Product shall be: (1) pursuant to the terms and conditions of this Agreement.

5.2.4 In the event Contractor revises its Software product line and/or Services, upon Contractor's election, the Pricing Schedule shall be updated by Change Notice in accordance with Section 19 (Change Notices and Amendments), to reflect the changes to Contractor's Software product line and/or Services. The County acknowledges that in no event may prices found in the Pricing Schedule fall below Esri's GSA Schedule pricing. In the event Pricing Schedule prices fall below Esri's GSA Schedule prices, then Esri shall have the right to suspend further purchases until a new Price Schedule is mutually agreed upon by the Parties, subject to Change Notice in accordance with Section 19 (Change Notices and Amendments).

5.2.5 License Restrictions

No license, right or interest in any trademark, trade name or service mark of Contractor or any third party from whom Contractor has acquired License rights is granted under this Agreement, except as provided in the License Agreement..

The Products may not be sold, licensed or sublicensed, assigned or otherwise transferred, in whole or in part, by County, except as provided in Attachment 1 of the License Agreement.

County will not reverse-engineer, disassemble, decompile or decode the Software.

Additional license restrictions are found in the Exhibit C.

6.0 MAINTENANCE AND SUPPORT

Contractor shall provide to County maintenance comprised of updates and technical support (hereinafter "Maintenance") in accordance with the latest software maintenance support program found on the Contractor's Website at <http://esri.com/legal/maintenance>. If elected by County, Maintenance shall be renewed annually for the Software products supported by Contractor in accordance with the applicable Purchase Order(s). County may cancel Maintenance at anytime by giving Contractor not less than thirty (30) days written notice.

7.0 CONTRACT PRICES AND FEES

7.1 License Fees

Contractor shall provide to County Software and EAP at the prices listed in Exhibit D, Contractor MPA Price List.

7.2 Consulting Services Time and Materials Rates

Contractor shall provide Consulting Services in accordance with the hourly time and materials labor rates in effect at the date of service. Contractor's hourly time and materials labor rates for the calendar year 2013 are listed in Exhibit E Contractor Time and Materials Rate Schedule.

7.3 Maintenance and Support Services

Contractor shall provide to County, Maintenance and Support Services for Software in accordance with the prices, terms and conditions set forth in this Agreement.

8.0 RESERVED

9.0 WARRANTY

9.1 Software, EAP and Consulting Services Warranties

- a) Contractor's limited warranty relating to Software is set forth in Exhibit C, General Terms and Conditions Article 6.
- b) Contractor's warranty for EAP is set forth in Exhibit C-3 Enterprise Advantage Program Agreement (E125M), Article 4.
- c) Contractor's warranty for Consulting Services is set forth in Exhibit C-4 Implementation Services Time and Materials Addendum, Article 5.

9.2 Further Warranties

Contractor further warrants that:

- 9.2.1 Any Services under this Agreement will be performed by Contractor using generally-accepted industry standards;
- 9.2.2 Documentation delivered under this Agreement shall be in accordance with generally-accepted industry standards;
- 9.2.3 Disabling Code – Contractor does not employ the use of any virus, worm, trapdoor, or backdoor and/or any operational limiting routine (hereinafter collectively referred to as "Disabling Codes") in the Software that would otherwise intentionally cause the Software to become incapable of being used in the manner in which it was designed or intended; or damage, destroy, or erase Licensee's data due to the remote activation or implementation of said Disabling Codes by Contractor. However, certain Software does contain a nondestructive, license management software program, or copy protection mechanism that administers and controls the distribution of the licensed copies of the Software to End User(s) through the use of a software keycode or hardware key.

THE LIMITED WARRANTY SET FORTH ABOVE, IS IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE, DATA, AND RELATED MATERIALS WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS.

Contractor uses commercially reasonable efforts to check Software against known viruses at the time of manufacture using commercially available antivirus software, but cautions Licensee to use and update virus definitions with its own antivirus software whenever it loads new software on its system.

10.0 WARRANTY PASS-THROUGH

To the extent Contractor is permitted, Contractor shall pass through to County to the fullest extent possible all rights and remedies, including any applicable warranty or indemnity, from or offered by any manufacturer of any Third Party Software product provided under this Agreement.

11.0 INTELLECTUAL PROPERTY WARRANTY

11.1 Contractor warrants that:

(a) This Agreement and the Software licensed or acquired herein are not subject to any liens, encumbrances, or pledges, and are not subordinate to any right or claim of any third party, including Contractor's creditors as of the Effective Date of this Agreement, except for third party licensors' rights.

12.0 EXHIBIT B, SECTION 62 CONTRACT HIRING

12.1 The terms and conditions of Section 62 Contract Hiring found in Exhibit B Additional Terms & Conditions - Social Programs (Section 62) are subject to the following terms and conditions:

To the extent compliance with Section 62 does not conflict with federal and state laws and regulations, Contractor may cooperate with County in providing consideration to County employees and GAIN/GROW participants identified in Section 62, provided County and GAIN/GROW supply Contractor with all necessary information, notice, and process administration regarding employees and participants.

[Section numbers 13.0 is reserved.]

-END OF BASE DOCUMENT-

**EXHIBIT A
(ADDITIONAL TERMS & CONDITIONS - ADMINISTRATION)**

14.0 DELIVERY AND RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of the Software products loaded on CDs or other computer media, until such items are delivered to County as evidenced by County's signature on delivery documents. Shipping charges shall be prepaid by Contractor and added to County's invoice.

15.0 INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, (Indemnified Parties") from and against any and all liability, including but not limited to, demands, claims, actions, reasonable fees, costs, and expenses (including attorney and expert witness fees), arising out of any action or claim for bodily injury, death or property damage (except for databases not subject to a reasonable backup program) brought against any of the Indemnified Parties to the extent arising from the negligent acts, omissions or willful misconduct by Contractor, its subcontractors or their respective directors, officers, employees or agents.

16.0 INSURANCE

16.1 Insurance Programs

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Section 16. Such insurance shall be primary to and not contributing (except for Workers' Compensation, Employers' Liability and Professional Liability Insurance) with any other insurance or self-insurance programs maintained by County, where liability arises out of, or results from, the acts, omissions, negligence or willful misconduct of Contractor or its subcontractors, and such coverage shall be provided and maintained at Contractor's own expense.

16.2 Insurance Coverage Requirements

16.2.1 General Liability Insurance (written on standard Acord format) with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

16.2.2 Automobile Liability Insurance with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all owned, hired, and "non-owned" vehicles, or coverage for "any auto."

16.2.3 Workers' Compensation and Employers' Liability Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident	Statutory Dollar Limits
Disease - Policy Limit	Statutory Dollar Limits
Disease - Each Employee	Statutory Dollar Limits

16.2.4 Professional Liability (Errors and Omissions): Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate.

16.3 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to: Purchasing & Contract Services, 1100 N. Eastern Ave., Rm. G115, Los Angeles, CA 90063 prior to commencing services under this Agreement. Such certificates or other evidence shall:

16.3.1 Specifically identify this Agreement;

16.3.2 Clearly evidence all coverage required in this Agreement;

16.3.3 Contain the express condition that County, subject to Contractor's reasonable efforts, is to be given written notice by mail at least thirty (30) days in advance of cancellation (10 day notice of cancellation for non-payment of premium) for all policies evidenced on the certificate of insurance, provided that no such notice is required if Contractor buys a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this paragraph; and

16.3.4 Esri will provide a certificate of insurance confirming that the County of Los Angeles, its Special Districts, its officials, officers and employees, be an additional insured on Commercial General Liability Policy but only with respect to liability arising out of Contractor's operations.

16.4 Insurer Financial Ratings

Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII or similar rating by a reputable rating agency, unless otherwise approved by County.

16.5 Failure to Maintain Coverage

Failure by Contractor to maintain the required insurance, or to provide certificates of insurance coverage described above, shall constitute a material breach of the contract, upon which County may immediately terminate or suspend this Agreement, and pursue any remedies to which it is entitled by law.

17.0 INVOICES AND PAYMENTS

17.1 Approval of Invoices

All invoices submitted by the Contractor will be paid in accordance with Paragraphs 17.5 Discrepancies and 17.6 Payments of this Exhibit A. Any additional or different terms included with an order shall require approval by Contractor via a written modification to this Agreement to be binding.

17.2 Invoices

17.2.1 Each invoice submitted by Contractor shall state:

- A. The identifying Purchase Order number;
- B. Software and/or Services, Consulting Services or EAP for which payment is claimed;
- D. Any applicable withhold amount for payments claimed or reversals thereof; and
- E. Any applicable credits due County under the terms of this Agreement or reversals thereof.

17.2.2 Contractor shall invoice County for all Software and/or Services, Consulting Services or EAP provided under this Agreement pursuant to the terms of this Agreement. All invoices shall be subject to Paragraph 17.1, Approval of Invoices. All invoices under this Agreement shall be submitted to the bill-to address indicated on the applicable Purchase Order. County will pay Contractor's invoices only for Software products and Services ordered and Accepted by County. Consulting Services invoices shall be provided in accordance with Exhibit C-4 Implementation Services Time and Materials Addendum, Article 4 Compensation. EAP invoices shall be provided in accordance with Exhibit C-3 Enterprise Advantage Program Agreement (E125M), Article 6 Compensation.

17.3 Transportation Charges

Contractor shall bear the full risk of loss due to total or partial destruction of the Software products loaded on CDs or other computer media, until such items are delivered to Customer. All transportation and related insurance charges for shipment of Software shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, any and all transportation and related insurance charges. Shipping charges shall be prepaid by Contractor and added to County's invoice.

17.4 Sales and Use Tax

The fees set forth in the Schedule do not include applicable California and other state and local sales/use taxes on all Software products procured by County pursuant to or otherwise due as a result of this Agreement. All California and other state and local sales/use taxes shall be added to the invoice when applicable. Contractor shall be solely liable and responsible for any and all California and other state and local sales/use taxes billed by Contractor to County and subsequently paid by County to Contractor in accordance with this Agreement. In the event Contractor fails or is not required to remit California or any other state or local sales/use tax and such taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all unremitted tax amounts paid by County. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

17.5 Discrepancies

In the event discrepancies are found during the invoice review as provided in Paragraph 17.2.2 above, County's Project Manager, or his/her designee, will pay the undisputed portion of an invoice and will notify Contractor of such discrepancies and submit a list of disputed charges as soon as practicable, but no later than within thirty (30) days from (i) the later of receipt of such invoice by County or receipt of Software with the receiving report, for Software invoices, and (ii) the later of receipt of such invoice by County, for Services, Consulting Services and/or EAP. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges as soon as practicable, but no later than within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. "Discrepancies" as used in this Section 17 shall mean the details on the invoice or the receiving report which do not conform to the Purchase Order.

If no notice of invoice discrepancies is received by Contractor within thirty (30) days from the date of County's receipt of the invoice, the invoice shall be deemed undisputed and qualified for payment in its entirety and County's written approval discussed in Paragraph 17.1, Approval of Invoices, shall be deemed completed.

17.6 Payments

Unless otherwise specified herein, payment to Contractor shall be made in accordance with the terms set forth herein, provided Contractor is not in default under any provision of this Agreement. County shall pay all invoice amounts to Contractor within thirty (30) calendar days of receipt of invoices provided that for Software and Services only, the Software and Services have been accepted. Unless otherwise specified herein, all payment obligations are non-cancelable, non-refundable and non-contingent.

17.7 Contractor's Right to Withhold Performance

Notwithstanding any other provision of this Agreement, Contractor reserves the right to withhold performance of any obligations under another agreement with County, in the event of County's nonpayment when due of any amounts due hereunder, provided that such nonpayment is not due to County disputing an invoicing in accordance with Paragraph 17.5, Discrepancies. Contractor shall provide County with at least thirty (30) days written notice of such nonpayment before any performance is withheld hereunder.

18.0 GRATUITOUS WORK

Contractor agrees that Software Licenses or Services provided by Contractor outside of this Agreement are deemed gratuitous, and Contractor shall have no claim regarding such Software Licenses or Services, unless the parties have executed a separate agreement for the purchases. Upon receiving reasonable notice that a Software License provided by Contractor is outside of this Agreement and there is no separate agreement for the purchase, County shall promptly return the purchase to Esri and remove the software from its systems.

Contractor agrees to provide Consulting Services to the County pursuant to the terms and conditions of this Agreement.

19.0 CHANGE NOTICES AND AMENDMENTS

19.1 Except as otherwise provided in this Agreement, no representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures required under this Section 19.

19.2 Facsimile Transmissions

Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on any Change Notices prepared pursuant to this Section 19, or on any Amendments to this Agreement, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to such Change Notices or Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

20.0 ADMINISTRATION OF AGREEMENT - COUNTY

20.1 County's Project Director

20.1.1 County's Project Director for this Agreement shall be County's Purchasing Agent or his/her designee.

20.1.2 County will notify Contractor in writing of any change in the name or address of County's Project Director.

20.1.3 County's Project Director will be responsible for ensuring that the objectives of this Agreement are met.

20.2 County's Project Manager

20.2.1 County's Project Manager shall be the following person, or his/her designee:

Section Manager, Technology Acquisitions
Purchasing Division, Internal Services Department
Los Angeles County
1100 N. Eastern Ave. – Room G115
Los Angeles, CA 90063

20.2.2 County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

20.2.2 County will notify Contractor in writing of any changes in the name or address of County's Project Manager.

20.3 Approval of Orders

All orders for Software, Services, Consulting Services and EAP provided by Contractor under this Agreement must be authorized on a Purchase Order issued by County. In no event shall County be liable or responsible for any payments prior to its issuance of such Purchase Order.

21.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

21.1 Contractor's Account Manager

Contractor's Account Manager shall be the following person who shall be a full-time employee of Contractor:

Jonathan Corbridge
380 New York Street
Redlands, CA 92373
909-793-2853, Ext : 2058

21.1.2 Contractor's Account Manager shall be the Contractor point of contact responsible for Contractor's compliance with this Agreement.

21.1.3 Contractor's Account Manager shall meet and confer with County's Project Manager on a regular basis to review project progress and discuss project coordination. Such meetings shall be conducted at a time and place convenient to County's Project Manager.

21.2 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

21.3 Reports by Contractor

21.3.1 Quarterly Reports

In order to control expenditures and to ensure the reporting of all goods and services provided by Contractor, Contractor shall provide County's Project Manager, with a copy to County's Project Director, written quarterly reports, which shall include, at a minimum, the following information:

- A. Period covered by the report,
- B. Software Licenses licensed during the reporting period,
- C. Maintenance ordered during the reporting period,
- D. Changes in the Software product line and/or Services,
- E. EAP ordered during the reporting period.

22.0 RESERVED

23.0 RESERVED

24.0 DISCLOSURE OF INFORMATION NON-PUBLICATION

24.1 Each party shall not disclose any details in connection with this Agreement, including but not limited to any of its terms or conditions or any circumstances which occur during the performance of this Agreement to any party except as may be otherwise provided herein or required by law.

24.2 However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:

24.2.1 Contractor shall develop all publicity material in a professional manner.

24.2.2 During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Manager.

24.2.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales that it has been awarded this Agreement with County, provided that the requirements of this Section 24 shall apply.

25.0 RESERVED

26.0 FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement if its failure to perform arises out of, and only, power outages, fires, floods, earthquakes, explosions, epidemics, quarantine restrictions, other natural occurrences, strikes or freight embargoes, war, terrorist act, cyberattack or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency such that in every such case the failure to perform must be beyond the reasonable control of the non-performing party and without any fault or negligence of the non-performing party. The non-performing party shall give prompt written notice to the other party.

Where the making of payments is prevented, restricted or interfered with by a force majeure event as stated above, County shall give Contractor prompt written notice and shall use best efforts to make payment as soon as practicable.

27.0 RESERVED

28.0 RESERVED

29.0 INDEPENDENT CONTRACTOR STATUS

29.1 This Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

29.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing work on behalf of Contractor.

29.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements which are made known to Contractor and mutually agreed prior to commencement of any onsite work.

30.0 RESERVED

31.0 RESERVED

32.0 GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. For claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

33.0 WAIVER

No breach of any provision hereof can be waived unless in writing. No waiver by County or Contractor of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County or Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

34.0 AUTHORIZATION WARRANTY

Contractor and County warrant that the person executing this Agreement or any Amendment thereto pursuant to Section 19, Change Notices and Amendments, on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

35.0 RESERVED

36.0 RESERVED

37.0 VALIDITY AND SEVERABILITY

37.1 Validity

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

37.2 Severability

In a final judgment and after the exhaustion of any appellate rights, if a court of competent jurisdictions has found that any provision here is invalid or void, such provision shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

38.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses. Notices shall be deemed given (i) at the time of signed receipt or refusal of receipt, in the case of hand delivery; and (ii) three (3) days after deposit in the United States mail, in the case of mail. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

If to County:

- (1) Manager, Technology Acquisitions Section
Internal Services Department
1100 North Eastern Avenue, Room G115
Los Angeles, CA 90063

If to Contractor:

Environmental Systems Research Institute, Inc
Krista Moreno
380 New York Street
Redlands, CA 92373

39.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

40.0 NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

41.0 SECTION AND PARAGRAPH HEADINGS

Section and paragraph headings (headings) are for convenience only and shall not be used in construing or interpreting this Agreement. Notwithstanding the forgoing, the title controls, if there is a conflict between the title and the number of the heading.

42.0 SURVIVAL

Unless otherwise specified herein, the provisions in the following Sections shall survive the expiration or termination of this Agreement.

From the base document:

5.0 Software License

From Exhibit A (Additional Terms & Conditions - Administration):

15.0 Indemnification

24.0 Disclosure of Information

From Exhibit B (Additional Terms & Conditions - Social Programs):

57.0 Compliance with Applicable Law

58.0 Fair Labor Standards

59.0 Compliance with Civil Rights Laws

61.0 Employment Eligibility Verification

65.0 Federal Access to Records

67.0 No Third Party Beneficiaries

80.0 Governing Law, Jurisdiction, and Venue

81.0 Validity

43.0 NOTICE OF DELAYS

Exception as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

44.0 COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit reasonably and accurately find that County's dollar liability for such work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or deducted from any amounts due to Contractor from County, as determined by County. If such audit finds the County's dollar liability for such work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

[Section numbers 45.0 - 49.0 are reserved.]

-END OF EXHIBIT A-

EXHIBIT B
(ADDITIONAL TERMS & CONDITIONS - SOCIAL PROGRAMS)

50.0 TERMINATION FOR IMPROPER CONSIDERATION

50.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

50.2 Where Contractor has reasonable belief to conclude that a County officer or employee has attempted to solicit or has solicited Contractor with an improper consideration, Contractor shall immediately report any such attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

50.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

51.0 TERMINATION FOR GRATUITIES

County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

52.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

53.0 RECORDS AND AUDITS

53.1 Contractor will, upon a fifteen (15) day request, permit the County to examine or audit contract related records and books at Contractor's corporate headquarters in Redlands, CA during normal

business hours. The audit right in the preceding sentence does not extend to general and administrative overhead and profit percentages.

53.3 Failure on the part of Contractor to comply with any of the provisions of this Section 53 shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement.

54.0 WARRANTY AGAINST CONTINGENT FEES

54.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

54.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

55.0 RESERVED

56.0 CONFLICT OF INTEREST

56.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by Contractor or have any other direct financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

56.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement which are applicable to it as a Software and Services provider. Contractor warrants that it is not now aware of any facts which do create an unlawful conflict of interest for Contractor. If a party hereafter becomes aware of any facts, which might reasonably be expected to create an unlawful conflict of interest for it, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

57.0 COMPLIANCE WITH APPLICABLE LAWS

57.1 Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines and directives, which apply to this Agreement and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with such rules, regulations, ordinances, guidelines and directives following written notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.

57.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all third party claims (including but not limited to claims, demands,

damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees) (“Claims”) arising from or related to any violation on the part of Contractor, its employees, agents or subcontractors of any such laws, rules, regulations, ordinances, guidelines or directives. Any legal defense pursuant to Contractor’s indemnification obligations under this Section 57 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

County will provide reasonably prompt notice of any Claim, tender the defense of such Claim to Contractor, and provide reasonable assistance to Contractor for any such Claim upon Contractor’s request and at Contractor’s expense.

58.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, and employees from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys’ fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and in the Federal Fair Labor Standards Act, for work performed by Contractor’s employees for which County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

59.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

59.1 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

59.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of the Contractor’s EEO Certification attached as Exhibit H.

59.3 Contractor shall ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

59.4 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.

59.5 Contractor herein certifies, and will re-certify upon County request no more frequently than once per year, that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws including, but not limited to:

1. Title VII, Civil Rights Act of 1964;
2. Section 504, Rehabilitation Act of 1973;
3. Age Discrimination Act of 1975;
4. Title IX, Education Amendments of 1973, as applicable; and
5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B,

and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.

59.6 If provisions of this Section 59 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Section 27 of this Agreement, or for convenience under Section 28 of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

60.0 RESTRICTIONS ON LOBBYING

60.1 Federal Funds Projects

If any Federal funds are to be used to pay for any portion of Contractor's work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

60.2 County Projects

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County's option, either for material breach under Section 27 of this Agreement, or for convenience under Section 28 of this Agreement.

61.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 61.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).
- 61.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.
- 61.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

62.0 CONTRACT HIRING

62.1 Consideration of Hiring County Employees Targeted for Layoffs

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the work set forth herein, Contractor shall give reasonable consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement.

62.2 Consideration of GAIN/GROW Program Participants for Employment

Should Contractor require additional or replacement personnel after the Effective Date, Contractor may give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor may interview qualified candidates. County will refer GAIN participants by job category to Contractor.

62.3 Prohibition against Inducement and Persuasion

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

63.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

If required by applicable law, Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income

Credit under the Federal income tax laws. Such notice shall be provided, in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

64.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

64.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

64.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

64.3 Non-responsible Contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

64.4 Contractor Hearing Board

64.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

64.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

64.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 64.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 64.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 64.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

65.0 FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

66.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and Subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations,

accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, if required by law, in duplicate, to Internal Services Department, Purchasing, Attention:

Manager, Technology Acquisitions Section
Internal Services Department
1100 North Eastern Avenue, Room G115
Los Angeles, CA 90063

67.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

Contractor reserves the right to prohibit the purchase of licenses under this Agreement where such license includes a person or entity acquiring rights as a third party beneficiary.

68.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely as mutually agreed.

69.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

69.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

69.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

70.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, will be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal

business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager.

71.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services, Consulting Services and/or EAP related work hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable County's Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

72.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the applicable County's Project Manager, and County's Director of Internal Services Department, in their discretion.

73.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

74.0 SAFELY SURRENDERED BABY LAW

74.1 As required by applicable law, Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <http://babysafela.org> for printing purposes.

74.2 Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

75.0 RECYCLED PAPER

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in this Project.

76.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

76.1 Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.020 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated herein.

76.2 Written Employee Jury Service Policy

76.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

76.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12 month period under one or more County contracts or subcontract. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

76.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program's definition of "Contractor" and/or Contractor continues to qualify for an exception to the Program.

76.2.4 Contractor' violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

77.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT

COMPLIANCE PROGRAM

- 77.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 77.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor shall comply with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1073.5 relating to employment reporting for its employees, and shall fully comply with all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- 77.3 Failure to comply with such state and federal reporting requirements, or failure to fully implement such lawfully served Orders or Notices, constitutes a default under the contract, and failure to cure the default within 90 days of notice by the County shall subject the contract to termination. Furthermore Contractor's failure to comply with these requirements may be cause for debarment.

78.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

79.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 78.0 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

80.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the

State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

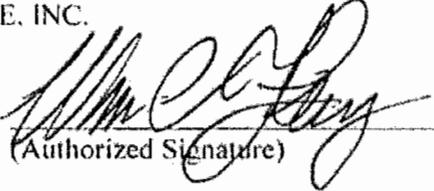
81.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

IN WITNESS WHERE OF, the parties enter into this Agreement as the Effective Date.

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.

COUNTY OF LOS ANGELES

By: 
(Authorized Signature)

By: 
(Authorized Signature)

Name: William C. Fleming
(Please Print)

Name: Karen Buehler
(Please Print)

Title: Managing Business Attorney

Title: Principal Contract Analyst

Date: August 15, 2013

Date: August 19, 2013

-END OF EXHIBIT B-



**EXHIBIT C-1
CONTRACTOR MPA STATE AND LOCAL
TERMS AND CONDITIONS
(E500 11/20/2012)**

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

ARTICLE 1—DEFINITIONS

All definitions in other parts of the MPA shall have the same meaning in this Esri MPA Terms and Conditions. In addition, the following definitions apply to this MPA:

- a. **"Authorized Entity"** means an agency, department, division, or political subdivision of the County authorized to order and acquire Products or related services under this MPA.
- b. **"License Agreement"** means the Esri contract 2013MLA6865 comprised of General License Terms and Conditions (E200) and Attachment 1—Scope of Use (E300).
- c. **"Licensee"** means the County.
- d. **"Products"** means Software, Data, Online Services, and Documentation.

ARTICLE 2—TERM OF AGREEMENT

Licensee's right to purchase under this MPA shall remain in effect for two (2) years from the effective date (the last date of execution) unless terminated earlier as set forth in Article 5—Termination; Cancellation. The term may be extended upon mutual written agreement. The term of any Product licenses ordered through this MPA shall be as stated in the License Agreement.

ARTICLE 3—PRODUCT OFFERINGS

3.1 Discontinued and New Items. Esri may, at its sole discretion, discontinue offering any Products and services included in this MPA upon the submittal of an updated MPA Price List. Esri may, at its sole discretion, offer new Products, services, or larger quantity discount pricing by the submittal of an updated MPA Price List.

3.2 License Agreement. Esri may require additional or different license terms prior to the use of new Products or services. Esri shall provide written notice of such additional or different license terms and that such additional terms shall be available on Esri's website, included with a quote, or included with the deliverable Products and found at <http://www.esri.com/legal>. The additional or different license terms shall become part of shall become part of this MPA upon (i) ordering Products or services subject to the written notice or (ii) thirty (30) days after Licensee's receipt of the written notice, whichever is sooner.

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

The license grant and permitted uses specified in Article 3 and Article 4 of the License Agreement are restricted to use within the United States of America, its possessions, and territories. For Internet mapping software, the server must be located within the United States of America, its possessions, and territories.

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination

- a. **Termination for Convenience.** This MPA may be terminated by either party upon forty-five (45) days' written notice. Esri, at its sole election, may terminate the right of any Authorized Entity to participate in this MPA in accordance with this provision without terminating this MPA with respect to County or any other Authorized Entity.
- b. **Termination for Material Breach.** Without prejudice to any other right or remedy available, this MPA may be terminated for material breach, provided the breaching party is given thirty (30) days' written notice. Termination of this MPA shall be effective upon written notice to Licensee if Licensee discloses any trade secret or other information proprietary to Esri in breach of this Agreement.
- c. **Licensee Obligations upon Termination.** On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. After termination, Licensee shall no longer be permitted to place orders under this Agreement.



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d. License Survival. Upon expiration of this MPA or voluntary termination of this Agreement, Licensee may continue to retain and use such licensed Products in accordance with the License Agreement. Licensee may then directly and separately contract for software maintenance.

5.2 Cancellation of an Order. Purchase orders, other than for the initial purchase, may be canceled by Licensee in whole or in part, upon forty-five (45) days' written notice to Esri. There will be no cancellation charge for canceled Products unless such Products have been delivered. If the Products have been shipped, the cancellation will require Licensee payment of return shipping costs. There are no refunds for cancellation of a subscription or maintenance if the term for the subscription or maintenance has started.

ARTICLE 6—NO MINIMUM PURCHASE

Licensee does not guarantee to purchase any certain quantity under this Agreement.

ARTICLE 7—ORDERS

7.1 Licensee Purchase Orders. Licensee shall issue purchase orders to Esri for the Products, or services, based on the pricing specified in this Agreement. The terms and conditions of County of Los Angeles Agreement No. MA-IS-1340254 shall govern all orders issued by Licensee.

7.2 Purchase Order Requirements. The following information shall be included in each purchase order:

- a. Place of delivery, and the end-user name and contact information
- b. Purchase order number
- c. Primary site for maintenance if primary maintenance is *not* ordered
- d. Quantity, description, and unit price
- e. On the face of the purchase order, print the following statement: "Subject to County of Los Angeles Agreement No. MA-IS-1340254 (2013MPA6865)."

7.3 Additional Quotes. Licensee may request a quote for any new or unlisted Products, or services, and issue a purchase order under this Agreement.

7.4 Authorized Entity. An Authorized Entity may order or acquire Products, services, or maintenance subject to this Agreement. Authorized Entities will be required to assent to the terms of this Agreement. Esri shall not fill any purchase orders that do not adequately provide the information identified in Section 7.2.

7.5 Authorization Code Request. To activate software subject to a License Manager, Licensee will be provided a code through Esri's Customer Service Department.

ARTICLE 8—ESRI AUTHORIZED RESELLER ORDERS

8.1 Criteria to Order from Reseller. Licensee may purchase certain software from an authorized Esri reseller under the terms of this MPA if the following requirements are satisfied:

- a. The quotation for software and the selection of the Esri reseller must comply with all applicable state and local public procurement laws and regulations;
- b. The Esri reseller must be a member of the Esri Business Partner Program in good standing at the time the Esri reseller places the order with Esri and be authorized to provide the software ordered as defined at Esri website <http://gis.esri.com/partners/index.html>. Select "Resellers" to view the authorized resellers and the Software they are authorized to provide; and
- c. The Licensee purchase order forwarded by the reseller to Esri must list the information requested in Section 7.2, the Esri reseller name, and the Software MPA pricing [Reseller must use MPA pricing to use this Agreement.].



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8.2 Order Process. If all conditions of sale under this MPA are met, Esri will accept the order and the authorized reseller will receive a sales commission. Esri will deliver the software directly to Licensee, invoice, and receive payment for any such order. If Esri does not accept the order, Licensee may enter into a direct transaction with the Esri reseller, and the order will not be processed under this Agreement.

8.3 Esri Reseller List. Upon request, the Esri regional office will provide Licensee with a list of authorized Esri resellers in good standing that do business in Licensee's state.

ARTICLE 9—PRICING

9.1 Pricing. Esri will provide Products, maintenance, and support specified at the prices incorporated into this Agreement.

a. **Taxes and Fees, Freight Charges.** The specified prices stated in the incorporated Esri Price List are exclusive of shipping, installation, and applicable state, local, value-added, or other taxes (other than income taxes payable by Esri). Shipping, installation, and applicable state, local, value-added, or other taxes are prepaid and added to the invoice. Delivery or receipt of Esri products on tangible media could cause prior and future license fees to be subject to taxes. County acknowledges that Esri has a right to invoice, and County agrees to pay any such sales or use tax associated with receipt of tangible media.

b. **Updating Price List.** Esri may update the MPA Price List no more than once each year upon notice to County in accordance with Section 19 (Change Notices and Amendments), to reflect the changes to Contractor's Software product line and/or Services. Notwithstanding the prior sentence, Esri reserves the right to update pricing via email notice to County on any product that falls below Esri's then current GSA price for that item.

9.2 Enterprise Advantage Program (EAP). The Enterprise Advantage Program (E125M) comprises the applicable terms for the EAP provided under this MPA.

9.3 Consulting Services/Implementation Services. The Implementation Services Time and Materials Addendum (G363CM) comprises the applicable terms for any such Consulting Services performed under this MPA.

ARTICLE 10—MAINTENANCE

Esri will provide maintenance, comprised of updates and technical support as specified in the latest software maintenance program found on the Esri website at <http://esri.com/legal/maintenance>.

Maintenance is generally offered on an annual basis. Upon expiration of any complimentary maintenance year or any subsequent maintenance term, Licensee may issue a purchase order under this MPA for renewal of maintenance at the terms and pricing then in effect. Upon acceptance of an Esri quotation, the purchase order shall be issued in advance or no later than concurrent with the present maintenance term. If an optional maintenance term lapses, Licensee must pay reinstatement fees equivalent to back maintenance fees calculated from the date of discontinuance to reinstate maintenance.

ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

11.1 Terms of Compensation. Products will be invoiced one hundred percent (100%) upon delivery or supply of download codes. Online services will be invoiced one hundred percent (100%) upon issuance of authorization codes. Software and implementation services, as applicable, will be invoiced upon completion.

11.2 Acceptance. Unless rejected in writing, acceptance of any delivery of Products and hardware shall be presumed to have occurred upon download or not later than fifteen (15) days after delivery by Esri. Acceptance of online services occurs upon



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issuance of authorization codes. If Esri installation is ordered, acceptance occurs upon completion of Esri software installation and testing, unless rejected in writing.

11.3 Rejection of Order. Esri may reject any purchase order if Licensee fails or refuses to pay any license or service fee due and payable.

ARTICLE 12—RESERVED

ARTICLE 13—GENERAL PROVISIONS

13.1 Order of Precedence. The terms and conditions of the County of Los Angeles Agreement No. MA-IS-1340254 General Provisions and Limitations of Liability provisions of the License Agreement shall apply to the entire MPA unless specifically stated otherwise and are supplemented by the provisions set forth in this Article 13. In the event of a conflict between the terms of documents in this MPA, the documents will have the following precedence: (i) the County of Los Angeles Agreement No. MA-IS-1340254; (ii) Esri MPA Terms and Conditions (E500), (iii) the License Agreement 2013MLA6865, (iv) Enterprise Advantage Program (E125M), (v) Implementation Services Time and Materials Addendum (G363CM), (vi) MPA Price List, and (vii) Contractor Time and Materials Rate Schedule.

13.2 Legal Notice. Legal notice required or contemplated by either party must be delivered in person or by courier, express mail, facsimile, or postage-prepaid certified or registered airmail addressed to the party for whom it is intended at the address specified herein. Either party may change its address by giving prompt written notice to the other party of the change.

Licensee Contact:

See signature page (E111)

Esri Contact:

Manager, Contracts and Legal Services
Esri
380 New York Street
Redlands, CA 92373-8100
Phone: 909-793-2853
Fax: 909-307-3020

ARTICLE 14—RESERVED

ARTICLE 15—FORCE MAJEURE

If the performance of any obligation under this MPA 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.



EXHIBIT C-2 GENERAL LICENSE TERMS AND CONDITIONS (E200 12/17/2012)

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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 Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing access to Software through a website or Internet web application that enables third parties to access and use a Licensee-developed application that uses Software, for example, by charging a subscription, service, or any other form of transaction fee or by generating more than incidental advertising revenue.
- d. "Content" has the meaning provided in [Addendum 3](#).
- 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. "Documentation" means all user reference documentation that is delivered with the Software.
- h. "Online Services" means any Internet-based geospatial system, including applications and associated APIs, but excluding Data or Content, hosted by Esri or its licensors, for storing, managing, publishing, and using maps, data, and other information.
- i. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- j. "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this License Agreement.
- k. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- l. "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>).
- m. "Software" means all or any portion of Esri's proprietary software technology, excluding Data, 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.
- n. "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.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Esri and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this License Agreement including the right to change and improve Products.

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 applicable or identified, until terminated in accordance with



EXHIBIT C-2 GENERAL LICENSE TERMS AND CONDITIONS (E200 12/17/2012)

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Article 5. In addition to the Scope of Use in Article 4, Attachment 1—Scope of Use (E300) applies to specific Products. Addendum 1, Addendum 2, Addendum 3, and Addendum 4 collectively comprise Attachment 1—Scope of Use (E300) and are also available at <http://www.esri.com/legal/software-license>.

- 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.
- d. *Limited Use Programs*. Terms of use for noncommercial, nonprofit, educational, or other limited-use programs are set forth in [Addendum 4](#), 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);
 2. Make archival copies and routine computer backups;
 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. *Commercial Application Service Provider Use*. Provided that Licensee (i) is 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 or (ii) acquires a Commercial ASP Use subscription license, Licensee may use the Software for Commercial ASP Use. However, Licensee may not provide third parties with direct access to Esri Software so that the third parties may use the Software directly, develop their own GIS applications, or create their own solutions in conjunction with the Software.
- 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.
- d. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors: "Portions of this document include intellectual property of Esri and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Esri and its licensors. All rights reserved."
- e. *Font Components*. While the software is running, Licensee may use its fonts to display and print content. Licensee may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts and (ii) temporarily download them to a printer or other output device to print content.
- f. *Consultant or Contractor Access*. Subject to Section 3.1, Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor



EXHIBIT C-2 GENERAL LICENSE TERMS AND CONDITIONS (E200 12/17/2012)

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discontinues Product use upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited.

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;
- b. Use for Commercial ASP Use or service bureau purposes;
- 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. Store, cache, use, upload, redistribute, or sublicense Content or otherwise use Products in violation of Esri's or a third party's 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
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ARTICLE 5—TERM AND TERMINATION

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<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) ▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1) ▪ NAVTEQ Traffic Data (11; Addendum 1, Note 1) ▪ ArcLogistics Data (2) 	<ul style="list-style-type: none"> ▪ Data Appliance for ArcGIS (3) ▪ Business Analyst/Location Analytics Data (4, 10) ▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) ▪ Data and Maps for ArcGIS (6) ▪ Address Coder Data (7, 10) ▪ Sourcebook•America Data (8, 10) ▪ MapStudio Data (9)
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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:
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 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
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 - 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; StreetMap Premium for ArcGIS for Transportation Analytics; 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, ArcGIS for Transportation Analytics, 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:



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 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/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 for North America with the North America collection of the Data Appliance for ArcGIS. 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/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf.
 - c. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - d. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/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. 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.
 - b. 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](#).
 - c. 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.



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- d. NAVTEQ data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf.
 - e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes demographic, consumer, business, and Tapestry Segmentation datasets. Subject to the terms of the License Agreement and this Addendum 2, Licensee may use the Esri Data for any business purpose.
 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/redistribution-rights>, 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. *Address Coder Data*: This Data is included with Address Coder and is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Address Coder.
 8. *Sourcebook•America Data*: This Data is included with Sourcebook•America and provided for Licensee's internal business use solely in connection with Licensee's authorized use of Sourcebook•America.
 9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - 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.
 10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
 11. *ArcGIS for Transportation Analytics—NAVTEQ traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:



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- b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
- c. NAVTEQ traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
- d. NAVTEQ traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method.**
- e. NAVTEQ traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
- f. NAVTEQ traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of NAVTEQ traffic data.



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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, if any. This Addendum 3 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 3:

- a. "Anonymous Users" means individuals that do not qualify as Named Users but have limited access to Online Services.
- b. "API" means application programming interface.
- c. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- d. "Content" means Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- e. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- f. "Named Users" means Licensee's employees; agents; consultants; contractors; or, for Education Plan 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. Named Users have access to features of Online Services that are not accessible to Anonymous Users. Named Users' access to features of Online Services may be constrained by Named Users type as defined for specific Online Services and as described in the applicable Ordering Document or other product documentation.
- g. "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 Online Services.
- h. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- i. "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 excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
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ARTICLE 2—USE OF ONLINE SERVICES

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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 and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that enables access to Online Services 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.

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ARTICLE 3—TERM AND TERMINATION

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

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3.2 Subscription Rate Changes. 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.

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

Esri may establish limits on the Online Services available to Licensee. 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. Esri reserves the right to suspend Licensee's account when consumption reaches one hundred percent (100%) of the Service Credits allocated to Licensee's subscription. Licensee's access to the account will be restored immediately upon the completion of Licensee's purchase transaction for additional Service Credits for the subscription account.

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

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

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and 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.

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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; Addendum 2, Note 1; Addendum 2, Note 6)▪ Business Analyst Online (3; Addendum 2, Note 1; Addendum 2, Note 4)▪ Business Analyst Online Mobile (3; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)	<ul style="list-style-type: none">▪ Community Analyst (3; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)▪ Redistricting Online (2; Addendum 2, Note 1)▪ MapStudio (2a; 4; Addendum 2, Note 1; Addendum 2, Note 9)
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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 Plan account for Licensee's internal use.
 - b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow Anonymous Users to access 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:
 - i. Licensee is also permitted to:
 - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; or
 - (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
 - (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).



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- (b) 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).
 - (c) 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) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NPO/NGO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Education Plan accounts, and NPO/NGO use of ArcGIS Online Organization 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.
- e. ArcGIS Online Public Plan accounts:
- i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
 - ii. Public Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online Organization, Education, NGO/NPO, or ELA Plans.
- f. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
- This restriction does not apply to education institutions that are permitted to license ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
- g. The terms "Online ELA account," "Organization Plan account," "Public Plan account," and "Education Plan" account refer to different types of ArcGIS Online accounts.
2. Terms of Use for ArcGIS Online Content and Task Services:
- a. The following ArcGIS Online Content and Task Services are not subject to ArcGIS Online Organization Plan 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.
 - i. *Map Services, Imagery Services, and Geometry Services:* Licensee may put these services to any use consistent with these terms of 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://links.esri.com/agol/transactiondef>.



ATTACHMENT I SCOPE OF USE (E300 12/07/2012)

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- ii. *Standard Task Services* (available at <http://tasks.arcgisonline.com>): Licensee may put these services to any use consistent with these terms of use, subject to the following:
 - *Standard Geocoding Services*: Licensee may use these services for search capabilities only, and results may not be stored for later use. Whenever results are stored for later use, a subscription is required.
 - *Standard Routing Services*: Licensee is subject to a limit of five thousand (5,000) routing requests (as defined in the Documentation) during any twelve (12)-month period.
- iii. *Subscription Task Services* (available at <http://premiumtasks.arcgisonline.com>): 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. Licensee may store results for later use.
- iv. *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.

The following ArcGIS Online Service is subject to ArcGIS Online Organization Plan fee-based Service Credit consumption usage:

ArcGIS Online World Geocoding Service (available at <http://geocode.arcgis.com>): Licensee may use this service for search capabilities at no cost, but results may not be stored for later use. Upon Licensee's payment for an ArcGIS Online subscription or Service Credits, Licensee may batch geocode and store results for later use.

3. 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.
4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in [Addendum 2, Note 1](#).
5. 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).



EXHIBIT C-3 ENTERPRISE ADVANTAGE PROGRAM AGREEMENT (E125M 09/20/2012)

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ARTICLE 1—DEFINITIONS

Capitalized terms that have not been defined in this EAP Agreement shall have the meaning found in the applicable Esri license agreement.

"Incident" means a communication via telephone or e-mail by Licensee to Support Services regarding technical problems with Software, Data, or Documentation.

"Map Data" means any digital dataset(s), including geographic data, vector data coordinates, raster data, or associated tabular attributes supplied or used in the performance of this EAP Agreement.

"PSS" means Premium Support Services.

"Renewal Period" means any one (1)-year extension of this EAP Agreement.

"Secure Formats" means object code, executable code, or similar formats.

"Term" means the initial term of this EAP Agreement.

"Work Product" means reports, documented analysis, sample code, prototype/unsupported code, or technical memorandums provided under this EAP Agreement.

ARTICLE 2—ENTERPRISE ADVANTAGE PROGRAM

2.1 Enterprise Advantage Program Description. The Enterprise Advantage Program is provided on an order-by-order, annual subscription basis. EAP is a menu of services, training, and support that provides Licensee with the flexibility to select components that best meet its needs. The Enterprise Advantage Program components include the following:

- a. *Technical Advisor.* An Esri Technical Advisor who has expertise in Esri GIS software capabilities and has the ability to analyze and assess optimal solutions in the context of GIS enterprise implementation will be assigned to Licensee. Licensee will receive up to the number of ordered Technical Advisor hours. Licensee may elect to retain additional Technical Advisor Services for a supplemental price. Technical Advisors are not substitutes for services provided by Esri Support Services or Professional Services. Licensee will continue to contact Esri Support Services as the first point of contact for all technical support inquiries. If a custom application or other services are required, Licensee will need to enter into an agreement for use of Esri Professional Services. If Licensee requests the Technical Advisor to come to Licensee's site, Licensee will pay reasonable travel costs. The Technical Advisor in coordination with the Account Manager shall
 - (1) Advise Licensee on GIS strategies, architectures, and product selection;
 - (2) Advise Licensee on training needs, available business partner solutions, consulting support requirements, and business case development;
 - (3) Act as Licensee's technical advocate in dealing with Esri;
 - (4) Participate in annual account reviews; and
 - (5) Serve as point of escalation if Licensee is not satisfied with the resolution of an incident through Esri Support Services.
- b. *Annual Account Review.* Licensee may attend a one (1)-day annual GIS strategy and account review with Licensee's Account Manager and Technical Advisor at Esri headquarters in Redlands, California. Key Esri technical and industry specialists may also attend the review to answer questions and discuss Licensee's ideas and suggestions regarding Esri software and support strategies. Licensee is responsible for its own travel expenses. As an option to



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hosting the review in Redlands, Esri may conduct the review at the appropriate Esri regional office as mutually agreed, and Esri's Redlands staff will have the option to participate either by telephone or by webcast.

c. *Learning and Services Credits*

- (1) Licensee will receive the number of ordered Learning and Services Credits. Licensee may use the credits toward any combination of consulting services support, training, premium support, or related travel expenses as described below.
- (2) Licensee may order, for an additional price, additional Learning and Services Credits either (i) as a block of fifty (50) credits or (ii) as a block of one hundred (100) credits, not to exceed a total of two hundred (200) credits during the Term or each Renewal Period of this EAP Agreement. If Licensee requests additional Learning and Services Credits over and above the initial two hundred (200) credits provided for in this paragraph, Licensee must order Learning and Services Credits along with additional Technical Advisor Services.
- (3) Learning and Services Credits may be exchanged as follows:

Technical Consulting Services Support consisting of review of technology strategy, systems design, prototyping, and other general technical consulting services support activities (Any project-related activities requiring a deliverable other than consulting time will be scoped, budgeted, and scheduled through a separate agreement.)	1 credit = 2 hours
Annual Premium Support Unlimited	75 credits = Unlimited Incidents
Instructor-Led Training (one [1] person at an Esri Facility) or Virtual Classroom	1 credit = 1 day
Client Site or Private Esri Site Training Event (for up to twelve [12] people)	9 credits = 1 day
Additional Student	0.75 credits = 1 day
Coaching Services (for up to fifteen [15] people)	9 credits = 1 day
Virtual Campus Annual User License	1 credit = 480 Virtual Campus dollars
Related Esri travel and per diem expenses	as quoted

- (4) Unused Learning and Services Credits may be carried over to future years as long as Licensee remains an Esri Enterprise Advantage Program member. If this EAP Agreement expires (exclusive of termination for default), any unused credits will expire six (6) months after the expiration of this EAP Agreement; however, the Technical Advisor Services will not be available during this post-Term period.
- (5) Esri will provide EAP Contact with a monthly report outlining usage of Enterprise Advantage Program Learning and Services Credits to date.

d. *Exclusive Enterprise Webcast.* Esri will provide an e-mail invitation to the EAP Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.

2.2 Learning and Services Credit Use

- a. *Current on Maintenance.* Licensee must remain current on standard maintenance during the term of this EAP Agreement. Standard maintenance is described at <http://www.esri.com/legal>, which may be changed from time to time.
- b. *Authorization of Credit Use.* Licensee will contact its Account Manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit to Licensee a Learning and Services Credit estimate by e-mail for confirmation and authorization for use of the credits.



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- c. *Travel and Per Diem.* Any Esri travel and per diem will be quoted separately. Licensee may direct Esri to use credits for travel and per diem as stated in Enterprise Advantage Program Description, Section 2.1 above, or Licensee will issue a purchase order and Esri will invoice Licensee for the travel and per diem expenses as described below in Article 6.
- d. *Notification of Consumed Credits.* Esri will notify Licensee in the event the authorized Learning and Services Credits are consumed prior to completion of the requested work. Licensee may elect to direct use of additional credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to discontinue work when the authorized credits are consumed.
- e. *Review of Proposed Activities.* Any activities proposed to be completed under the Enterprise Advantage Program will be subject to review and approval by Esri to ensure alignment with the intent of the program.

2.3 Defense or Military Application. At the time the Learning and Services Credits are requested or before any services are provided by the Technical Advisor, Licensee will inform Esri if any of the requested services, consulting, training, or support provided by Esri is directly related to a defense article or for a military application.

ARTICLE 3—LICENSE GRANT

3.1 Training. The terms of the Esri License Agreement (2013MLA6865) shall be applicable to all Licensee course participants and for all of Esri's Software, Data, Online Services, and Documentation licensed for use in any training course to be conducted. Esri may issue temporary Software licenses when there is an insufficient number of Software licenses available at Licensee's training facility. Upon conclusion of the training event, Licensee shall uninstall the temporary Software licenses and return to Esri any media provided.

3.2 Work Product. Esri hereby grants to Licensee a nonexclusive, royalty-free license in the Work Product to use in connection with Licensee's authorized use of the Software and Data for support of which the Work Product was supplied.

3.3 PSS. The terms and conditions of the License Agreement for the affected Software will govern any updates, patches, hot fixes, or software provided under this EAP Agreement.

ARTICLE 4—WARRANTIES AND DISCLAIMERS

4.1 Warranties and Disclaimers

- a. All services, training, and Work Products will be provided in a professional and workerlike manner.
- b. Esri warrants for a period of thirty (30) days after delivery of the services that the services will conform to professional and technical standards of the software industry.
- c. *Map Data Disclaimer.* Map Data may contain some nonconformities, defects, errors, or omissions. MAP DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the Map Data will meet Licensee's needs or expectations, that the use of the Map Data will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on the Map Data and Licensee should always verify actual Map Data.

4.2 General Disclaimer. Section 6.4 General Disclaimer found in Esri contract 2013MLA6865 shall apply to this EAP Agreement to the same extent applicable to Esri Software, Data, Online Services, and Documentation.

ARTICLE 5—LIMITATION OF LIABILITY

The following limitations of liability found in Esri License Agreement 2013MLA6865 shall apply to this EAP Agreement to the same extent applicable to Software, Data, Online Services, and Documentation.

- 7.1 Disclaimer of Certain Types of Liability.
- 7.2 General Limitation of Liability.



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7.3 Applicability of Disclaimers and Limitations.

ARTICLE 6—COMPENSATION

6.1 The fees for the initial term of an EAP subscription are set forth in the MPA Price List. Esri shall invoice Licensee as quoted for the Enterprise Advantage Program upon receipt of Licensee's order and annually in advance. Fees for additional Learning and Services Credits or Technical Advisor Services will be invoiced upon receipt of Licensee's order. Licensee shall pay Esri within thirty (30) calendar days of receipt of invoice.

6.2 Pricing for annual program renewals and new or additional Esri service offerings will be in accordance with the MPA Price List at the time of purchase or renewal.

6.3 Licensee may elect to use Learning and Services Credits for actual travel expenses of Esri employees plus a standard burden, or to be invoiced at the actual cost for travel expenses plus a standard burden. Meals will be charged on a per diem basis. Esri travel will be in accordance with the Federal Travel Regulation (FTR) limits.

ARTICLE 7—TERM AND TERMINATION

7.1 The Term of each EAP subscription order shall be one (1) year beginning on the date on which Licensee's purchase order is processed. EAP is provided on an order-by-order basis. If Licensee is currently covered by Standard Maintenance for all its Software, Licensee may order, on an annual basis, EAP subject to the terms and conditions of this EAP Agreement. The Term of each EAP order shall begin on the date on which Licensee's purchase order is processed. Prior to the end of the Term, Esri may provide Licensee with a quotation for an additional one (1) year Renewal Period. If Licensee accepts the quote, Esri will submit an invoice to Licensee for the quoted annual Enterprise Advantage Program price and this EAP Agreement will automatically extend for the Renewal Period.

7.2 Licensee may terminate this an EAP subscription at any time without cause or may simply choose not to renew the Enterprise Advantage Agreement relationship.

7.3 Licensee may terminate this EAP Agreement for Esri's breach of a material term upon thirty (30) days' notice to Esri and opportunity to cure. If termination is due solely to Esri's failure to perform a material term of this EAP Agreement, Esri will refund a prorated share of amounts paid to Esri equal to the credits not used by Licensee.

7.4 Esri may terminate this agreement for Licensee's breach of a material term upon thirty (30) days' notice to Licensee and opportunity to cure, or terminate this EAP Agreement in the event of termination or expiration of the Enterprise Advantage Agreement relationship as set forth in that Enterprise Advantage Agreement. In such event, Esri is not obligated to refund any amounts paid for credits not used.

7.5 Upon termination or expiration of this EAP Agreement

- a. Except when termination results from non-renewal, all outstanding Learning and Services Credits shall be subject to cancellation, acceptance, or rejection at the sole discretion of Esri.
- b. In the event of termination for a material breach, the due dates of all invoices for amounts owed by Licensee to Esri shall be accelerated automatically so that such amounts become due and payable on the effective date of termination, regardless of the payment term provisions set forth in this EAP Agreement.
- c. Except where a provision specifically provides otherwise, any cause of action or claim of one (1) party accrued to or to accrue because of any breach or default of the other party and any accrued license rights shall survive to the degree necessary to permit their complete fulfillment or discharge.



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ARTICLE 8—CONFIDENTIALITY

8.1 Confidential Information. It may be necessary for Esri or Licensee to disclose to the other party certain confidential information under this EAP Agreement. The access code or password for the PSS website, information disclosed at review sessions, and any Work Product are confidential information of Esri. Licensee data contained in the Esri PSS website database is confidential information of Licensee. Each party shall use the confidential information described above only for exchanging information needed to provide the PSS contemplated by this EAP Agreement. Within sixty (60) days of termination of this EAP Agreement, each party shall return or destroy and provide a certification of destruction of the confidential information of the other party.

8.2 Work Product

- a. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Work Product delivered only in Secure Formats. For Work Product delivered in source code or other human-readable formats, Licensee will have met its obligations under this EAP Agreement if its disclosure of Work Product is limited to such items in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Work Product is withheld from such disclosure, and the person or entity in receipt of such Work Product similarly agrees not to perform such acts or allow others to do so.
- b. Except as provided in the preceding paragraph, Licensee shall not disclose the Work Product to employees or third parties without the advance written consent of Esri. However, Licensee may, without such consent, make such disclosures to employees to the extent reasonably required to allow Licensee to use the Software or Data in a manner authorized under applicable licenses.
- c. The disclosures permitted under this section shall not relieve Licensee of its obligation to maintain the Work Product in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Work Product to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this EAP Agreement and obtain their agreement to be bound by them.

8.3 Excluded Confidential Information. Licensee shall not provide to Esri or disclose to the instructor any data or information that is personally identified information (PII), including, but not limited to, GLBA or HIPAA type data or information, or critical infrastructure information (CII) from the US Department of Homeland Security. Notwithstanding anything in this Agreement to the contrary, Esri retains the right to refuse acceptance of any nonpublic personal information (NPI) or customer information regardless of the form of disclosure. Esri will only accept receipt of information from Licensee that comports with the exceptions set forth in Subsections 4(B) and 4(C)(ii) of Section 509 of the Gramm-Leach-Bliley Act (PL 106-102) (15 USC Section 6809) and implementing regulations thereof.

8.4 Other Exchange of Confidential Information. Any other exchange of confidential information between the parties shall require execution of a nondisclosure agreement signed between the parties separate from this EAP Agreement.

ARTICLE 9—PREMIUM SUPPORT SERVICES TERMS AND CONDITIONS

9.1 Premium Support Services. Should the Licensee choose to use Learning and Services Credits for PSS, the terms of this Article 9 shall also apply.

9.2 Premium Support Availability. Licensee may use Learning and Services Credits for PSS (annually) for any product covered under Esri's standard maintenance subscription, provided that Licensee is current on maintenance for applicable Esri Software. Esri shall provide PSS for the Term of the EAP Agreement.



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9.3 Premium Support Description. PSS shall provide (1) a designated Premium Support Coordinator ("PSC"); (2) unlimited telephone and e-mail support accessible to Licensee twenty-four hours per day, seven days per week, three hundred sixty-five days per year (24/7/365); (3) Priority Incident Management; and (4) other additional enhanced support and services.

9.4 Premium Support Coordinator. Esri shall assign a PSC to Licensee. The assigned PSC shall work directly with Licensee's Authorized Contact ("LAC") and shall oversee all of Licensee's Premium Support Incidents. Licensee may select up to two (2) individuals to report Premium Support Incidents to Support Services and work directly with PSC regarding all such Incidents.

The PSC shall

- a. Be familiar with Licensee's GIS software architecture and infrastructure to perform the scope of support pursuant to this Article 9;
- b. Verify that all open Premium Support Incidents of Licensee are prioritized above Incidents opened pursuant to standard maintenance;
- c. Work closely with Senior Support Analysts toward the resolution of all open Premium Support Incidents; and
- d. Provide LAC with a daily status update on all open Premium Support Incidents or as agreed upon by PSC and Licensee.

Esri may replace PSC during the Term of the EAP Agreement with a written notification to Licensee.

9.5 Telephone and E-mail Support. Esri shall provide support to Licensee for Software by telephone or e-mail and shall include the following:

- a. LAC may open an Incident by calling Support Services or logging the Incidents via the PSS website. An e-mail acknowledgment shall be sent to LAC for a new Incident logged via the PSS website. The assigned PSC shall use commercially reasonable efforts to call or send an e-mail response within one (1) hour of receipt of a new Incident to notify Licensee that the logged Premium Support Incident is in the initial stage of review;
- b. LAC shall have the ability to log Premium Support Incidents via the telephone. Incidents logged in this manner will receive personalized messaging and Priority Incident Management; and
- c. PSC shall be available to LAC from 5:00 a.m. to 5:00 p.m., Pacific time, Monday through Friday, except on Esri holidays. In the event that PSC is not available during such time, LAC's telephone calls and e-mails will be routed to a Senior Support Analyst who can assist LAC. PSC will be notified of the Incident. Telephone calls and e-mails during all other times (after hours, weekends, and Esri holidays) will be routed to Senior Support Analysts.

9.6 Priority Incident Management. Priority Incident Management shall include the following:

- a. Premium Support Incidents reported by LAC will be given priority handling after the initial Premium Support Incident is created and documented;
- b. Software defects affecting Licensee will be a priority for discussion of the User Advocacy Group; and
- c. For identified Software defects that are approved for an out-of-cycle hot fix or patch, PSC shall assist in presenting the hot fix or patch to LAC and verify that the delivered hot fix or patch addresses the reported issue.

9.7 Other Additional Enhanced Support and Services. Esri shall provide additional offerings to Licensee as a part of PSS, which include, but are not limited to, the following:

- a. *Premium Support Website Access.* LAC shall have access to the PSS website. LAC shall have the ability to log and track the status and completion of all identified Premium Support Incidents on this website. LAC may log and view their Incidents and access other PSS-related tools and information through this website.
- b. *System/Environment Profile.* Through the PSS website, Licensee shall have access to an Esri database to enter and maintain data regarding Licensee's equipment, applications, and skill sets associated with Esri technology.



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- c. *PSS Software Alert Newsletter.* Esri shall provide to Licensee a news bulletin that discusses key current issues in Software being investigated by Esri.
- d. *Quarterly Teleconference Meeting.* Esri and Licensee shall conduct a quarterly teleconference meeting to discuss Licensee's Premium Support Incidents. Esri shall make available the assigned Account Manager, PSC, Premium Support Manager, and other Esri staff as deemed necessary by Esri.

Details of all PSS offerings can be found at www.esri.com/services/pss/components.html.

9.8 PSS Restrictions and Exclusions

- a. *Excluded Software.* PSS is not available for third-party software. Esri is not responsible for errors attributable to third-party software used in conjunction with or built upon Software.
- b. *English Language.* All communications will be conducted in the English language except by agreement of both parties.
- c. *Acknowledgment.* Licensee acknowledges and agrees that the report of an error or defect of any Software is not a guarantee that it can or will be corrected. At Esri's sole discretion, Software is corrected on a priority basis and is subject to release schedules determined by Esri.
- d. *Hardware Support.* Esri does not provide support for hardware, including but not limited to, graphics cards, monitors, plotters, graphics printers, digitizers, and modems, except to answer questions regarding how standard, supported devices interface with Software.
- e. *Exceptions to PSS.* The following are not covered by PSS:
 - i) Any problem resulting from Licensee's misuse, improper use, unauthorized modification, or damage of the Software or Licensee's combining or merging the Software with any hardware or software not supplied or identified as compatible by Esri;
 - ii) Any problem resulting from third party hardware or software;
 - iii) Errors in any version of the Software other than the officially supported version of Software; and
 - iv) Any on-site support or implementation services on-site or otherwise, including, but not limited to, those provided by Esri Professional Services or any third party.

ARTICLE 10—CONSULTING SERVICES SUPPORT TERMS AND CONDITIONS

10.1 Consulting Services Support. Should Licensee choose to use Learning and Services Credits for consulting services support, the terms of this Article 10 shall also apply.

10.2 Patents and Inventions

- a. Each party shall retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors (hereinafter called "Inventors") during the term of this Agreement. The parties shall jointly own any Invention(s) made or conceived jointly by Inventors from both parties. With respect to such Inventions of Licensee relating to the Software, Licensee hereby grants and agrees to grant to Esri an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use.
- b. Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.
- c. A joint owner ("Assigning Owner") electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such its rights in such Inventions to the other joint owner ("Beneficial Owner") as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting



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such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.

- d. Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party which is hereby given to Esri for Inventions relating to the Software and shall otherwise not be unreasonably withheld by either party.

10.3 Ownership. Except as specifically granted in this EAP Agreement, Esri or its licensors own and retain all right, title, and interest in the Work Product.

ARTICLE 11—TRAINING TERMS AND CONDITIONS

11.1 Training. Should Licensee choose to use Learning and Services Credits for training or coaching services, the terms of this Article 11 shall also apply.

11.2 Training Location. Training may be conducted at Licensee's site, at an Esri Learning Center or via the web.

11.3 Course Descriptions. The Esri Software training courses to be conducted, their location, the dates during which the courses are to be conducted, the number of participants, and registration requirements are set forth in the *Esri Training* catalog located on the Esri training website (<http://training.esri.com>). All courses shall be conducted in substantial conformity with the course descriptions outlined on the Esri training website. Esri reserves the right to modify course content when necessary due to Software technical capabilities or limitations. Licensee may utilize coaching services immediately before or immediately following an Esri training course to familiarize Licensee's student with the software or to review and practice course concepts with an instructor's guidance.

11.4 Esri's Responsibilities

- a. Esri shall provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Students") on scheduled dates. Esri will provide each student with a course manual, where applicable.
- b. Esri will confirm Learning Center training event scheduled dates approximately ten (10) business days prior to the training event start date.
- c. Esri will confirm Licensee Site training events upon receipt of completed Client-Site Training Request Form and intended payment method.

11.5 Licensee's Responsibilities

- a. Licensee must ensure the protection of Esri's copyrights. Licensee shall not copy or distribute, or permit a third party to copy or distribute, any of Esri's training material(s).
- b. Licensee is not authorized to resell seats to an Esri training event unless explicitly authorized in writing by Esri.
- c. Licensee must ensure that all Students have received confirmation from Esri to participate in an Esri training event. An unregistered Student is not permitted to view or participate in a Virtual Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
- d. Licensee must confirm that all registered Students meet the applicable minimum prerequisites for the applicable training event set forth on Esri's training website.
- e. Licensee must submit registration with a confirmed payment commitment at least seven (7) business days before the training event start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- f. US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially



EXHIBIT C-3 ENTERPRISE ADVANTAGE PROGRAM AGREEMENT (E125M 09/20/2012)

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

Designated Nationals List, US Commerce Department's Denied Persons/Entity List). To meet these export requirements, Licensee must submit to the Esri Training Event Assistant a list of the names of Students who are to attend any training event. Licensee must submit the list of Student names to Esri at least three (3) business days before the training event start date. Any Student whose name is found on any of the various US Government Denied Persons lists will not be permitted to attend training.

- g. Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export licensing requirements, course scheduling changes, or cancellations.
- h. Licensee must provide written notice to Esri's Customer Service at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of such change(s) prior to the training event start date.
- i. Students may not use audio or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.
- j. Licensee is responsible to ensure that it adheres to the course, facility, and equipment as well as Internet bandwidth and connectivity requirements for Esri Training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- k. Where the Esri Mobile Lab equipment is utilized at Licensee's domestic site, the following terms apply:
 - Upon receipt, Licensee must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant.
 - Licensee must keep the Mobile Lab equipment in a secure, locked area between training event sessions.
 - Licensee must ensure that only registered Students use the Mobile Lab equipment.
 - Licensee is responsible for any and all loss of, damage to, or theft of the Mobile Lab equipment while in Licensee's possession.
 - Licensee warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law.
 - The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Licensee by written notice. Licensee hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
 - Licensee shall make the Mobile Lab equipment available for freight pickup immediately upon conclusion of the Esri training event.

11.6 Cancellation and Rescheduling Policy

Individual Student Seats

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service is notified three (3) business days in advance of the training event start date. Should a Student substitution occur without three (3) business days' notification, an additional, nonrefundable transfer and data processing fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center training event to another one (1) time at no additional charge provided Esri's Customer Service is notified three (3) business days in advance of the training event start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a training event provided Esri's Customer Service is notified three (3) business days in advance. If three (3) business days' notification is not provided, Student may be charged the full Student Seat fee.



**EXHIBIT C-3
ENTERPRISE ADVANTAGE PROGRAM
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Client Site/Private Class/Coaching Services (Training Event)

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service is notified three (3) business days in advance of the training event start date.
- A training event may be rescheduled by the Licensee provided Esri's Customer Service is notified three (3) business days in advance of the training event start date. If appropriate notice of rescheduling is provided, Licensee is responsible for reasonable travel expenses and shipping costs.
- A training event may be canceled by the Licensee provided Esri's Customer Service is notified three (3) business days in advance of the training event start date. If appropriate notice of cancellation is provided, Licensee is responsible for any reasonable travel expenses and shipping costs. If a training event is canceled without appropriate notice, Licensee is responsible for the full training event fee.

If cancellation of a training event is necessary due to Force Majeure as described in Article 12 below, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Licensee at least three (3) business days before the scheduled date.

ARTICLE 12—GENERAL PROVISIONS

12.1 Intellectual Property Rights Attribution. Licensee shall retain any copyright, patent, or trademark notices on all items licensed under this EAP Agreement and shall take other necessary steps to protect Esri's or its licensor's intellectual property rights.

12.2 No Implied Waivers. The provisions of Article 9.4 No Implied Waivers of Exhibit C-2 General License Terms and Conditions (E200) - Esri contract 2013MLA6865 apply to this EAP Agreement.

12.3 Severability. The provisions of Article 9.5 Severability of Exhibit C-2 General License Terms and Conditions (E200) - Esri contract 2013MLA6865 shall apply to this EAP Agreement.

12.4 Reserved.

12.5 Reserved.

12.6 Nonsolicitation of Contractor Personnel. The provisions of Section 62.3 Prohibition against Inducement and Persuasion of Exhibit B (Additional Terms & Conditions – Social Programs) shall apply to this EAP Agreement.

12.7 Reserved.

12.8 UCC Inapplicability. Any services provided under this EAP Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

12.9 Assignment and Delegation. Esri may, in whole or in part, assign any of its rights or delegate any performance under this EAP Agreement, provided that Esri shall remain responsible for the performance it delegates. This EAP Agreement binds and benefits successors or assigns permitted under this Section 12.9.



**EXHIBIT C-3
ENTERPRISE ADVANTAGE PROGRAM
AGREEMENT (E125M 09/20/2012)**

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12.10 Export Control Regulations. The provisions of Section 9.2 Export Control Regulations found in Exhibit C-2 General License Terms and Conditions (E200) - Esri contract 2013MLA6865 shall apply to this EAP Agreement Software, Data, Online Services, and Documentation.

12.11 Headers. Headers are for convenience only and are not to be used in the interpretation of this EAP Agreement.



**EXHIBIT C-4
IMPLEMENTATION SERVICES
TIME AND MATERIALS ADDENDUM
(G363CM 02/01/2012)**

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

1. DEFINITIONS

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

"Map Data" means any digital dataset(s) including geographic, vector data, coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of this Addendum.

"Services" means consulting support being performed by Esri on a time and materials basis in exchange for compensation from Customer.

"Services Output" means any work product produced by Esri as a result of Services provided under this Addendum. Services Output can include, but is not limited to, reports, training materials, and custom software code.

2. OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Addendum, Esri owns and retains all rights, title, and interest in Services Output. Subject to the terms and conditions in this Addendum, Esri hereby grants to Customer a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce Services Output in connection with Customer's authorized use of Esri's COTS Software.

3. PATENTS AND INVENTIONS

Esri and Customer shall retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors ("Inventors") during the term of this Addendum. Esri and Customer shall jointly own any Inventions made or conceived jointly by Inventors from both parties. Where Inventions are jointly owned, each joint owner shall share equally the costs of acquiring protection for the Inventions and furnish the other joint owner with assistance reasonably required for acquiring protection. Neither Esri nor Customer may license, transfer, or sell its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld.

4. COMPENSATION

Services will be performed and invoiced on a time and materials basis. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month. Other direct costs (ODCs), such as travel-related expenses, will be invoiced at actual cost plus Esri's discounted fifteen percent (15%) general and administrative burden. Meals and incidental expenses will be invoiced on a per diem basis in accordance with the most current Federal Travel Regulations. Esri's payment terms are net thirty (30) days. If Customer's credit history has not been established, Esri reserves the right to require full or partial prepayment.

Esri may reallocate authorized funding between contracted activities, labor categories, and ODCs as necessary to facilitate the work requirements, provided the overall authorized funding is not exceeded. In the event that Esri reaches the not-to-exceed funding limit, Customer may increase the order funding to allow additional work to be performed, or direct Esri to stop work without further obligation or liability. If Services are required beyond the period of performance stated in the original proposal or resultant order, Esri reserves the right to escalate labor rates up to five percent (5%) per calendar year.



**EXHIBIT C-4
IMPLEMENTATION SERVICES
TIME AND MATERIALS ADDENDUM
(G363CM 02/01/2012)**

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

5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of ninety (90) days from the date of performance that Services will conform substantially to the professional and technical standards of the software industry. If Services do not substantially conform to these standards, Customer may require Esri to reperform Services at no additional cost to Customer. Services Output is provided as is without warranty of any kind.

Disclaimer of Warranties

WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS AND THIS ADDENDUM EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY MAP DATA. MAP DATA MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CUSTOMER'S NEEDS OR EXPECTATIONS. CUSTOMER SHOULD NOT RELY ON ANY MAP DATA UNLESS CUSTOMER HAS VERIFIED MAP DATA AGAINST ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

6. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

IN NO EVENT SHALL ESRI BE LIABLE TO CUSTOMER FOR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS ADDENDUM, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ESRI'S TOTAL CUMULATIVE LIABILITY UNDER THIS ADDENDUM, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES UNDER THIS ADDENDUM FROM WHICH THE LIABILITY DIRECTLY AROSE.

7. CONFIDENTIALITY

Services Output is Esri confidential information, and Customer shall preserve and protect the confidentiality of Services Output. Customer agrees not to reverse engineer or decompile custom software delivered in object code, executable code, or similar formats (collectively, "Secure Formats"). For custom software delivered in source code or other human-readable formats, Customer shall have met its obligations under this Addendum if its disclosure of custom software is limited to custom software in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling the custom software is withheld from such disclosure, and the person or entity in receipt of the custom software similarly agrees not to perform the prohibited acts described above or allow others to do so.

Except as provided in the preceding paragraph, Customer shall not disclose Services Output to third parties without the advance written consent of Esri. Customer may make disclosures to Customer's employees to the extent reasonably required to allow Customer to use Services Output in a manner authorized under the applicable software licenses. Before disclosing all or any portion of Services Output to employees or third parties as permitted in the preceding sentence, Customer shall inform its employees or third parties of the obligations in this Addendum and obtain their agreement to be bound by them.



**EXHIBIT C-4
IMPLEMENTATION SERVICES
TIME AND MATERIALS ADDENDUM
(G363CM 02/01/2012)**

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

8. EXPORT CONTROLS

The provisions of Section 9.2 Export Control Regulations of Exhibit C-2 General License Terms and Conditions (E200) - Esri contract 2013MLA6865 shall apply to Services Output provided pursuant to this Addendum.

9. GENERAL PROVISIONS

9.1 Nonsolicitation. The provisions of Section 62.3 Prohibition against Inducement and Persuasion of Exhibit B (Additional Terms & Conditions – Social Programs) shall apply to this Addendum.

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

9.3 UCC Inapplicability. Services provided under this Addendum will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of UCC.

9.4 Order of Precedence. In the event of a conflict between the terms and conditions in any Customer ordering document and this MPA, the documents will have the following precedence: (i) the County of Los Angeles Agreement No. MA-IS-1340254; (ii) this Implementation Services Time and Materials Addendum (G363CM); (iii) Customer ordering document if accepted by Esri in writing.

9.5 Equitable Relief. The provisions of Article 9.8 Equitable Relief of Exhibit C-2 General License Terms and Conditions (E200) - Esri contract 2013MLA6865 shall apply to this Addendum.

9.6 Governing Law. This Addendum shall be governed by and construed in accordance with the laws of the State of California without reference to its conflict of laws principles.



**EXHIBIT D
ESRI MPA PRICE LIST
(E418M 01/22/2013)**

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

General Information and Disclaimers

1. The following Software items and related products are offered to Licensee and its qualified agencies for use only within the United States of America and its possessions and territories.
2. The listed prices are exclusive of shipping, handling, and any applicable taxes. Delivery terms are FOB Redlands, California. Shipping and handling will be prepaid and charged back, that is, included in the invoice as a separate item. If desired, shipping and handling charges can be quoted to the customer prior to the placement of the order. Your Esri sales representative can provide a specific quote including applicable shipping and handling charges.
3. Eligible customers may at any time request a specific quote based on this contract from an Esri sales representative. When selecting items from this contract without assistance from an Esri sales representative, be aware of the following general rules:
 - (a) Volume pricing applies on a per-order and per-item basis unless otherwise indicated. The listed prices must be multiplied by the order quantity to determine the total price for any given order.
 - (b) Some products have prerequisites and interdependencies so that one may not be purchased, or may not be functional, without prior or simultaneous purchase of another product. For example, Software upgrades can only be licensed by customers who have already acquired the corresponding earlier version of the Software, and extension Software is only functional in combination with the corresponding core Software. If you have questions regarding your configuration, please contact your Esri representative for additional information.
 - (c) System requirements and platform support vary from item to item. If in doubt whether your system will support a desired item, please contact your Esri sales representative for additional information.
 - (d) Some items are not offered to all potential customers. For example, certain Software upgrades are only offered to customers who have acquired the most recent versions of the Software, and local government licenses are only offered to local government customers.
 - (e) Customer must provide adequate facilities for client site training. Certain other restrictions apply. See the Learning Center On-Site training information at Esri's website (<http://training.esri.com/gateway/index.cfm?fa=trainingOptions.clientSite>) for details.
 - (f) Esri site training requires a completed registration application form from each student, which is processed on a first-come, first-served basis. We recommend that you submit this registration information at least one (1) month prior to the start date of your class. See the Learning Center registration information at Esri's website (http://training.esri.com/gateway/index.cfm?fa=support.howtoregister_ilt) for details.
 - (g) Training will be provided in accordance with the policies defined under Training at www.esri.com. Training prices are subject to annual escalation, not to exceed a seven and one-half percent (7.5%) increase in January of each year.
4. Support services are defined at Esri's website (www.esri.com) within the user support section. Particular attention should be paid to the fact that some Esri Software comes with complimentary maintenance for the first year and other Software features different support plans.
5. New Software releases for most Software products are provided exclusively through maintenance programs. In these cases, Software upgrades are not sold separately.



**EXHIBIT D
ESRI MPA PRICE LIST
(E418M 01/22/2013)**

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

**COUNTY OF LOS ANGELES
MPA Pricelist - E418M1Q13**

Section	Description	Price
1	ArcGIS for Desktop Concurrent Use Licenses	
	ArcGIS for Desktop Advanced Concurrent Use License	\$8,415.00
	ArcGIS for Desktop Standard Concurrent Use License	\$5,950.00
	ArcGIS for Desktop Basic Concurrent Use License	\$2,975.00
1	ArcGIS for Desktop Concurrent Use Licenses Maintenance	
	Primary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License (primary 1st, 11th, 21st, 31st...)	\$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License (secondary 2-10, 12-20...)	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$700.00
	Secondary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$500.00
1	ArcGIS Extensions for Desktop Concurrent Use Licenses	
	ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$2,125.00
	ArcGIS 3D Analyst for Desktop Concurrent Use License	\$2,125.00
	ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$2,125.00
	ArcGIS Publisher for Desktop Concurrent Use License	\$2,125.00
	ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$2,125.00
	ArcGIS Data Interoperability for Desktop Concurrent Use License	\$2,125.00
	ArcGIS Network Analyst for Desktop Concurrent Use License	\$2,125.00
	ArcGIS Schematics for Desktop Concurrent Use License	\$2,125.00
	ArcGIS Workflow Manager for Desktop Concurrent Use License	\$2,125.00
	ArcGIS Data Reviewer for Desktop Concurrent Use License	\$2,125.00
1	ArcGIS Extensions for Desktop Concurrent Use Licenses Maintenance	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$500.00



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

	Secondary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$200.00
1	ArcGIS for Desktop Single Use Licenses	
	ArcGIS for Desktop Advanced Single Use License	\$8,415.00
	ArcGIS for Desktop Standard Single Use License	\$5,950.00
	ArcGIS for Desktop Basic Single Use Unkeyed License	\$1,275.00
	ArcGIS for Desktop Basic Single Use Keyed License	\$1,275.00
1	ArcGIS for Desktop Single Use Licenses Maintenance	
	Primary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,500.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$2,100.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$1,800.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$400.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$300.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$900.00
1	ArcGIS Extensions for Desktop Advanced Single Use Licenses	
	ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$2,125.00
	ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$2,125.00
	ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$2,125.00
	ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$2,125.00
	ArcGIS Network Analyst for Desktop Advanced Single Use License	\$2,125.00
	ArcGIS Schematics for Desktop Advanced Single Use License	\$2,125.00
	ArcGIS Publisher for Desktop Advanced Single Use License	\$2,125.00
	ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$2,125.00
	ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$2,125.00
	ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$2,125.00
1	ArcGIS Extensions for Desktop Single Use Licenses	
	ArcGIS Spatial Analyst for Desktop Single Use License	\$2,125.00
	ArcGIS 3D Analyst for Desktop Single Use License	\$2,125.00
	ArcGIS Geostatistical Analyst for Desktop Single Use License	\$2,125.00
	ArcGIS Publisher for Desktop Single Use License	\$2,125.00
	ArcGIS Tracking Analyst for Desktop Single Use License	\$2,125.00



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	ArcGIS Data Interoperability for Desktop Single Use License	\$2,125.00
	ArcGIS Network Analyst for Desktop Single Use License	\$2,125.00
	ArcGIS Schematics for Desktop Single Use License	\$2,125.00
	ArcGIS Workflow Manager for Desktop Single Use License	\$2,125.00
	ArcGIS Data Reviewer for Desktop Single Use License	\$2,125.00
1	ArcGIS Extensions for Desktop Advanced Single Use Licenses Maintenance	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$200.00
1	ArcGIS Upgrades	
	ArcGIS for Desktop Basic Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,700.00
1	Upgrade from One ArcGIS Product to Another	
	ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,675.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,675.00



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	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,140.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,140.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$2,975.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,440.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,440.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,465.00
1	Esri Roads and Highways	
	Esri Roads and Highways for Desktop Advanced Concurrent Use License	\$8,500.00
	Esri Roads and Highways for Desktop Advanced Single Use License	\$8,500.00
	Esri Roads and Highways for Desktop Standard Concurrent Use License	\$8,500.00
	Esri Roads and Highways for Desktop Standard Single Use License	\$8,500.00
	Annual Maintenance for Esri Roads and Highways for Desktop Concurrent Use License	\$2,500.00
3	Esri CityEngine	
	Esri CityEngine Advanced Concurrent Use License	\$3,400.00
	Esri CityEngine Advanced Single Use License	\$3,400.00
	Esri CityEngine Basic Single Use License	\$425.00
	Primary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$675.00
	Primary Maintenance for Esri CityEngine Advanced Single Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Single Use License	\$675.00
	Primary Maintenance for Esri CityEngine Basic Single Use License	\$100.00
	Secondary Maintenance for Esri CityEngine Basic Single Use License	\$85.00
3	Esri CityEngine Product Upgrades	
	Esri CityEngine Advanced Concurrent Use or Single Use License Upgrade from Basic Single Use License	\$2,975.00
4	ArcGIS Engine Licenses	
	ArcGIS Engine Single Use License	\$425.00
	ArcGIS Engine Concurrent Use License	\$1,063.00
	ArcGIS Engine Concurrent Use License Upgrade from ArcGIS Engine Single Use License	\$725.00
	Annual Maintenance for ArcGIS Engine Single Use License (without extensions)	\$100.00
	Annual Maintenance for ArcGIS Engine Single Use License (with one or more extensions)	\$400.00
	Primary Maintenance for ArcGIS Engine Concurrent Use License	\$250.00
	Secondary Maintenance for ArcGIS Engine Concurrent Use License	\$185.00
4	ArcGIS Extensions for Engine Single Use Licenses	
	ArcGIS 3D Analyst for Engine Single Use License	\$850.00
	ArcGIS Spatial Analyst for Engine Single Use License	\$850.00
	ArcGIS Geodatabase Update for Engine Single Use License	\$850.00
	ArcGIS Network Analyst for Engine Single Use License	\$850.00
	ArcGIS Schematics for Engine Single Use License	\$850.00
	ArcGIS Tracking Analyst for Engine Single Use License	\$850.00



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	ArcGIS Data Interoperability for Engine Single Use License	\$850.00
4	ArcGIS Extensions for Engine Concurrent Use Licenses	
	ArcGIS 3D Analyst for Engine Concurrent Use License	\$850.00
	ArcGIS Spatial Analyst for Engine Concurrent Use License	\$850.00
	ArcGIS Geodatabase Update for Engine Concurrent Use License	\$850.00
	ArcGIS Network Analyst for Engine Concurrent Use License	\$850.00
	ArcGIS Schematics for Engine Concurrent Use License	\$850.00
	ArcGIS Tracking Analyst for Engine Concurrent Use License	\$850.00
	ArcGIS Data Interoperability for Engine Concurrent Use License	\$850.00
4	ArcGIS Extensions for Engine Maintenance	
	Primary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$150.00
4	ArcGIS Runtime	
	ArcGIS Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$4,836.00
	Annual Maintenance for ArcGIS Runtime Standard 25-Pack Single Use Deployment License	\$1,000.00
4	ArcGIS Extensions for ArcGIS Runtime	
	ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,672.00
	ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,672.00
	ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,672.00
	Annual Maintenance for ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
	Annual Maintenance for ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
	Annual Maintenance for ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
5	ArcGIS for Server Enterprise	
5	ArcGIS for Server Enterprise Advanced	
	ArcGIS for Server Enterprise Advanced (up to four cores)	\$34,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores)	\$10,000.00
	ArcGIS for Server Enterprise Advanced (additional cores)	\$8,500.00



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	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores)	\$2,500.00
5	ArcGIS for Server Enterprise Standard	
	ArcGIS for Server Enterprise Standard (up to four cores)	\$17,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores)	\$5,000.00
	ArcGIS for Server Enterprise Standard (additional cores)	\$4,250.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores)	\$1,250.00
5	ArcGIS for Server Enterprise Basic	
	ArcGIS for Server Enterprise Basic (up to four cores)	\$8,500.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores)	\$3,000.00
	ArcGIS for Server Enterprise Basic (additional cores)	\$2,125.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores)	\$750.00
5	ArcGIS for Server Workgroup Advanced	
	ArcGIS for Server Workgroup Advanced (up to two cores)	\$8,500.00
	Annual Maintenance for ArcGIS for Server Workgroup Advanced (up to two cores)	\$2,500.00
	ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	\$4,250.00
	Annual Maintenance for ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	\$1,250.00
5	ArcGIS for Server Workgroup Standard	
	ArcGIS for Server Workgroup Standard (up to two cores)	\$4,250.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (up to two cores)	\$1,250.00
	ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	\$2,125.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	\$625.00
5	ArcGIS for Server Workgroup Basic	
	ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$4,250.00
	Annual Maintenance for ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$1,250.00
5	ArcGIS Extensions for Server Enterprise Advanced	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	\$8,500.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	\$2,125.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	\$8,500.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	\$2,125.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	\$8,500.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	\$2,125.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores)	\$8,500.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores)	\$2,125.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	\$8,500.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores)	\$2,125.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	\$625.00



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Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	\$2,500.00
Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	\$625.00
Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	\$2,500.00
Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	\$625.00
Annual Maintenance for Data Reviewer for Server Enterprise Advanced (up to four cores)	\$2,500.00
Annual Maintenance for Data Reviewer for Server Enterprise Advanced (additional cores)	\$625.00
Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	\$2,500.00
Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores)	\$625.00
5 ArcGIS Extensions for Server Enterprise Standard	
ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	\$8,500.00
ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	\$2,125.00
ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	\$8,500.00
ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	\$2,125.00
ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	\$8,500.00
ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	\$2,125.00
ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	\$8,500.00
ArcGIS Image Extension for Server Enterprise Standard (additional cores)	\$2,125.00
ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	\$8,500.00
ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	\$2,125.00
Esri Roads and Highways for Server Enterprise Standard (up to four cores)	\$8,500.00
Esri Roads and Highways for Server Enterprise Standard (additional cores)	\$2,125.00
Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	\$2,500.00
Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	\$625.00
Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	\$2,500.00
Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	\$625.00
Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	\$2,500.00
Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	\$625.00
Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	\$2,500.00
Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores)	\$625.00
Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	\$2,500.00
Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	\$625.00



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	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores)	\$625.00
5	ArcGIS Extensions for Server Workgroup Advanced	
	ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	\$4,250.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	\$4,250.00
	ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	\$4,250.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	\$4,250.00
	Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	\$4,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
5	ArcGIS Extensions for Server Workgroup Standard	
	ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	\$4,250.00
	ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	\$4,250.00
	ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	\$4,250.00
	ArcGIS Image Extension for Server Workgroup Standard (maximum four cores) License	\$4,250.00
	ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	\$4,250.00
	Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	\$4,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for Image Extension for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	\$1,250.00
5	ArcGIS for Server Upgrades	
5	ArcGIS for Server Upgrades—Enterprise to Enterprise	
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$8,500.00



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	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$25,500.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$17,000.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores)	\$2,125.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	\$6,375.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	\$4,250.00
5	ArcGIS for Server Upgrades—Workgroup to Workgroup	
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Standard (up to four cores)	\$4,250.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Advanced (up to four cores)	\$12,750.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (up to two cores)	\$4,250.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (additional cores)	\$2,125.00
5	ArcGIS for Server Upgrades—Workgroup to Enterprise	
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Basic (up to four cores)	\$4,250.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$12,750.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$29,750.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$8,500.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$25,500.00
	ArcGIS for Server Workgroup Advanced Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$17,000.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$12,750.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$29,750.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$8,500.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$25,500.00
5	ArcGIS for Server Enterprise Staging Server	
5	ArcGIS for Server Enterprise Advanced Staging Server	
	ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$19,344.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$5,000.00
	ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$4,836.00



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	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$1,250.00
5	ArcGIS for Server Enterprise Standard Staging Server	
	ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$9,672.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$2,500.00
	ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$2,418.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$625.00
5	ArcGIS for Server Enterprise Basic Staging Server	
	ArcGIS for Server Enterprise Basic (up to four cores) Staging Server	\$4,836.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores) Staging Server	\$1,500.00
	ArcGIS for Server Enterprise Basic (additional cores) Staging Server	\$1,209.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores) Staging Server	\$375.00
5	ArcGIS Extensions for Server Enterprise Staging Server	
5	ArcGIS Extensions for Server Enterprise Advanced Staging Server	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00



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	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
5	ArcGIS Extensions for Server Enterprise Standard Staging Server	
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server	\$4,836.00
	ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	\$1,209.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	\$4,836.00
	ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	\$1,209.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	\$4,836.00
	ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	\$1,209.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	\$4,836.00
	ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	\$1,209.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	\$4,836.00
	ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	\$1,209.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	\$4,836.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	\$1,209.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00



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	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	\$313.00
5	ArcGIS for Server Staging Server Upgrades	
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$4,250.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$12,750.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$8,500.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$1,063.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$3,188.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$2,125.00
5	ArcGIS for Server Enterprise Term Licenses	
	ArcGIS for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$4,700.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$12,000.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$24,000.00
	ArcGIS for Server Enterprise Standard (up to four cores) 30-Day Term License	\$2,300.00
	ArcGIS for Server Enterprise Standard (up to four cores) 90-Day Term License	\$6,000.00
	ArcGIS for Server Enterprise Standard (up to four cores) 365-Day Term License	\$12,000.00
	ArcGIS for Server Enterprise Basic (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS for Server Enterprise Basic (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS for Server Enterprise Basic (up to four cores) 365-Day Term License	\$6,000.00
5	ArcGIS for Server Workgroup Term Licenses	
	ArcGIS for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$2,300.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$6,000.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$12,000.00
	ArcGIS for Server Workgroup Standard (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS for Server Workgroup Standard (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS for Server Workgroup Standard (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 30-Day Term License	\$600.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 90-Day Term License	\$1,500.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 365-Day Term License	\$3,000.00
5	ArcGIS Extensions for Server Enterprise Term Licenses	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$3,000.00



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ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$6,000.00
ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,200.00
ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$3,000.00
ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$6,000.00
ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,200.00
ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$3,000.00
ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$6,000.00
Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,200.00
Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$3,000.00
Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$6,000.00
ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,200.00
ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 90-Day Term License	\$3,000.00
ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 365-Day Term License	\$6,000.00
ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,200.00
ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 90-Day Term License	\$3,000.00
ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 365-Day Term License	\$6,000.00
ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,200.00
ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 90-Day Term License	\$3,000.00
ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 365-Day Term License	\$6,000.00
ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,200.00
ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 90-Day Term License	\$3,000.00
ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 365-Day Term License	\$6,000.00
ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,200.00
ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 90-Day Term License	\$3,000.00
ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 365-Day Term License	\$6,000.00



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

Esri Roads and Highways for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,200.00
Esri Roads and Highways for Server Enterprise Standard (up to four cores) 90-Day Term License	\$3,000.00
Esri Roads and Highways for Server Enterprise Standard (up to four cores) 365-Day Term License	\$6,000.00
5 ArcGIS Extensions for Server Workgroup Term Licenses	
ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00
ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$3,000.00
ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00
ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$3,000.00
ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00
ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$3,000.00
ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00
ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$3,000.00
Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00
Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$3,000.00
ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 30-Day Term License	\$600.00
ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,500.00
ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 365-Day Term License	\$3,000.00
ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 30-Day Term License	\$600.00
ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,500.00
ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 365-Day Term License	\$3,000.00



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	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 365-Day Term License	\$3,000.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 30-Day Term License	\$600.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,500.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 365-Day Term License	\$3,000.00
6	Esri Tracking Server	
	Esri Tracking Server (up to two cores)	\$9,672.00
	Esri Tracking Server (additional cores)	\$4,836.00
	Annual Maintenance for Esri Tracking Server (up to two cores)	\$2,500.00
	Annual Maintenance for Esri Tracking Server (additional cores)	\$1,250.00
6	Esri Tracking Server Staging Server	
	Esri Tracking Server Staging Server (up to two cores)	\$4,836.00
	Esri Tracking Server Staging Server (additional cores)	\$2,418.00
	Annual Maintenance for Esri Tracking Server Staging Server (up to two cores)	\$1,250.00
	Annual Maintenance for Esri Tracking Server Staging Server (additional cores)	\$625.00
8	Location Analytics	
8	Esri Business Analyst for Desktop—Single Use Licenses	
	Esri Business Analyst for Desktop Basic National Single Use License	\$15,721.00
	Esri Business Analyst for Desktop Basic Regional Single Use License	\$11,471.00
	Esri Business Analyst for Desktop Basic State Single Use License	\$7,221.00
8	Esri Business Analyst for Desktop—Concurrent Use Licenses	
	Esri Business Analyst for Desktop Basic National Concurrent Use License	\$15,721.00
	Esri Business Analyst for Desktop Basic Regional Concurrent Use License	\$11,471.00
	Esri Business Analyst for Desktop Basic State Concurrent Use License	\$7,221.00
	Annual Maintenance for Esri Business Analyst for Desktop Basic National License	\$14,795.00
	Annual Maintenance for Esri Business Analyst for Desktop Basic Regional License	\$10,795.00
	Annual Maintenance for Esri Business Analyst for Desktop Basic State License	\$6,795.00
8	Esri Business Analyst for Desktop Standard—Concurrent Use Licenses	
	Esri Business Analyst for Desktop Standard National Concurrent Use License	\$34,846.00



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	Esri Business Analyst for Desktop Standard Regional Concurrent Use License	\$25,067.00
	Esri Business Analyst for Desktop Standard State Concurrent Use License	\$15,644.00
8	Esri Business Analyst for Desktop Standard—Single Use Licenses	
	Esri Business Analyst for Desktop Standard National Single Use License	\$34,846.00
	Esri Business Analyst for Desktop Standard Regional Single Use License	\$25,067.00
	Esri Business Analyst for Desktop Standard State Single Use License	\$15,644.00
8	Annual Maintenance for Esri Business Analyst for Desktop Standard—Concurrent Use and Single Use Licenses	
	Annual Maintenance for Esri Business Analyst for Desktop Standard National License	\$32,795.00
	Annual Maintenance for Esri Business Analyst for Desktop Standard Regional License	\$23,590.00
	Annual Maintenance for Esri Business Analyst for Desktop Standard State License	\$14,720.00
8	Esri Business Analyst Desktop Canadian Edition	
	Esri Business Analyst Desktop Basic Canadian Edition Standard Dataset National Single Use License	\$27,923.00
	Esri Business Analyst Desktop Basic Canadian Edition Standard Dataset National Concurrent Use License	\$27,923.00
	Esri Business Analyst Desktop Basic Canadian Edition Enhanced Dataset National Single Use License	\$42,458.00
	Esri Business Analyst Desktop Basic Canadian Edition Enhanced Dataset National Concurrent Use License	\$42,458.00
	Annual Maintenance for Esri Business Analyst Desktop Basic Canadian Edition Standard Dataset National License	\$26,280.00
	Annual Maintenance for Esri Business Analyst Desktop Basic Canadian Edition Enhanced Dataset National License	\$39,960.00
8	Esri Business Analyst for Server	
8	Esri Business Analyst for Server Enterprise Advanced	
	Esri Business Analyst for Server Enterprise Advanced (up to four cores)	\$127,500.00
	Esri Business Analyst for Server Enterprise Advanced (additional cores)	\$31,875.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (up to four cores)	\$100,000.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (additional cores)	\$25,000.00
8	Esri Business Analyst for Server Workgroup Advanced	
	Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$63,750.00
	Annual Maintenance for Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$50,000.00
8	Esri Business Analyst for Server—Staging Server	
	Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	\$36,270.00
	Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	\$9,068.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	\$25,000.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	\$6,250.00
8	Esri Business Analyst Online	
	Esri Business Analyst Online Basic—Single-User Subscription	\$846.00



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	Esri Business Analyst Online Basic—3-User Subscription	\$1,371.00
	Esri Business Analyst Online Basic—5-User Subscription	\$1,829.00
	Esri Business Analyst Online Basic—10-User Subscription	\$2,746.00
	Esri Business Analyst Online Standard—Single-User Subscription	\$2,121.00
	Esri Business Analyst Online Standard—3-User Subscription	\$3,479.00
	Esri Business Analyst Online Standard—5-User Subscription	\$4,580.00
	Esri Business Analyst Online Standard—10-User Subscription	\$6,872.00
	Esri Business Analyst Online Standard Plus—Single-User Subscription	\$3,396.00
	Esri Business Analyst Online Standard Plus—3-User Subscription	\$5,496.00
	Esri Business Analyst Online Standard Plus—5-User Subscription	\$7,330.00
	Esri Business Analyst Online Standard Plus—10-User Subscription	\$10,997.00
8	Esri Business Analyst Online API	
	Esri Business Analyst Online API Basic Subscription	\$846.00
	Esri Business Analyst Online API Standard Subscription	\$2,121.00
	Esri Business Analyst Online API Standard Plus Subscription	\$3,396.00
8	Esri Community Analyst	
	Esri Community Analyst Basic—Single-User Subscription	\$846.00
	Esri Community Analyst Basic—3-User Subscription	\$1,371.00
	Esri Community Analyst Basic—5-User Subscription	\$1,829.00
	Esri Community Analyst Basic—10-User Subscription	\$2,746.00
	Esri Community Analyst Standard—Single-User Subscription	\$2,121.00
	Esri Community Analyst Standard—3-User Subscription	\$3,479.00
	Esri Community Analyst Standard—5-User Subscription	\$4,580.00
	Esri Community Analyst Standard—10-User Subscription	\$6,872.00
	Esri Community Analyst Standard Plus—Single-User Subscription	\$3,396.00
	Esri Community Analyst Standard Plus—3-User Subscription	\$5,496.00
	Esri Community Analyst Standard Plus—5-User Subscription	\$7,330.00
	Esri Community Analyst Standard Plus—10-User Subscription	\$10,997.00
8	Esri Community Analyst API	
	Esri Community Analyst API Basic Subscription	\$846.00
	Esri Community Analyst API Standard Subscription	\$2,121.00
	Esri Community Analyst API Standard Plus Subscription	\$3,396.00
8	Esri Maps for IBM Cognos	
	Esri Maps for IBM Cognos 25-User License	\$17,329.00
	Esri Maps for IBM Cognos 50-User License	\$25,994.00
	Esri Maps for IBM Cognos 100-User License	\$48,954.00
	Esri Maps for IBM Cognos 250-User License	\$83,396.00
	Esri Maps for IBM Cognos 500-User License	\$123,469.00
	Esri Maps for IBM Cognos 1,000-User License	\$194,951.00
	Esri Maps for IBM Cognos 2,500-User License	\$357,411.00
	Esri Maps for IBM Cognos 5,000-User License	\$519,870.00
	Annual Maintenance for Esri Maps for IBM Cognos 25-User License	\$5,000.00
	Annual Maintenance for Esri Maps for IBM Cognos 50-User License	\$7,500.00
	Annual Maintenance for Esri Maps for IBM Cognos 100-User License	\$14,125.00
	Annual Maintenance for Esri Maps for IBM Cognos 250-User License	\$24,063.00
	Annual Maintenance for Esri Maps for IBM Cognos 500-User License	\$35,625.00



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

	Annual Maintenance for Esri Maps for IBM Cognos 1,000-User License	\$56,250.00
	Annual Maintenance for Esri Maps for IBM Cognos 2,500-User License	\$103,125.00
	Annual Maintenance for Esri Maps for IBM Cognos 5,000-User License	\$150,000.00
8	Esri Maps for IBM Cognos Additional User Packs	
	Esri Maps for IBM Cognos 25-User License—Additional 10 Pack	\$6,932.00
	Esri Maps for IBM Cognos 50-User License—Additional 10 Pack	\$5,199.00
	Esri Maps for IBM Cognos 100-User License—Additional 10 Pack	\$4,895.00
	Esri Maps for IBM Cognos 250-User License—Additional 10 Pack	\$3,336.00
	Esri Maps for IBM Cognos 500-User License—Additional 10 Pack	\$2,469.00
	Esri Maps for IBM Cognos 500-User License—Additional 100 Pack	\$24,694.00
	Esri Maps for IBM Cognos 1,000-User License—Additional 100 Pack	\$19,495.00
	Esri Maps for IBM Cognos 2,500-User License—Additional 100 Pack	\$14,296.00
	Esri Maps for IBM Cognos 5,000-User License—Additional 100 Pack	\$10,397.00
8	Esri Maps for IBM Cognos Additional User Packs Annual Maintenance	
	Annual Maintenance for Esri Maps for IBM Cognos 25-User License—Additional 10 Pack	\$2,000.00
	Annual Maintenance for Esri Maps for IBM Cognos 50-User License—Additional 10 Pack	\$1,500.00
	Annual Maintenance for Esri Maps for IBM Cognos 100-User License—Additional 10 Pack	\$1,413.00
	Annual Maintenance for Esri Maps for IBM Cognos 250-User License—Additional 10 Pack	\$963.00
	Annual Maintenance for Esri Maps for IBM Cognos 500-User License—Additional 10 Pack	\$713.00
	Annual Maintenance for Esri Maps for IBM Cognos 500-User License—Additional 100 Pack	\$7,125.00
	Annual Maintenance for Esri Maps for IBM Cognos 1,000-User License—Additional 100 Pack	\$5,625.00
	Annual Maintenance for Esri Maps for IBM Cognos 2,500-User License—Additional 100 Pack	\$4,125.00
	Annual Maintenance for Esri Maps for IBM Cognos 5,000-User License—Additional 100 Pack	\$3,000.00
9	ArcGIS for Transportation Analytics	
9	ArcGIS for Transportation Analytics with North America Datasets	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	\$75,442.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	\$92,851.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	\$214,718.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	\$412,027.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	\$800,842.00
9	ArcGIS for Transportation Analytics with US and Canada Datasets	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	\$62,868.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	\$77,376.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	\$178,932.00



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	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	\$343,356.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	\$667,368.00
9	ArcGIS for Transportation Analytics—Additional 50-pack Assets Licenses	
	ArcGIS for Transportation Analytics—Level 1 Additional 50 Assets	\$6,287.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50 Assets	\$3,869.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50 Assets	\$3,579.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50 Assets	\$3,434.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50 Assets	\$3,337.00
9	ArcGIS for Transportation Analytics with Esri Navigator Add-on	
	ArcGIS for Transportation Analytics with Esri Navigator—Level 1 Additional 50 Assets	\$2,902.00
	ArcGIS for Transportation Analytics with Esri Navigator—Level 2 Additional 50 Assets	\$2,660.00
	ArcGIS for Transportation Analytics with Esri Navigator—Level 3 Additional 50 Assets	\$2,418.00
	ArcGIS for Transportation Analytics with Esri Navigator—Level 4 Additional 50 Assets	\$2,176.00
	ArcGIS for Transportation Analytics with Esri Navigator—Level 5 Additional 50 Assets	\$1,934.00
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50 Assets	\$1,548.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50 Assets	\$1,451.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50 Assets	\$1,306.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50 Assets	\$1,161.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50 Assets	\$1,016.00
10	ArcLogistics Desktop	
	ArcLogistics Single Use License	\$6,800.00
	Annual Maintenance for ArcLogistics Single Use License	\$1,600.00
	ArcLogistics TomTom Street Data North America Single Use License	\$2,200.00
	ArcLogistics NAVTEQ Street Data North America Single Use License	\$2,200.00
	ArcLogistics TomTom Street Data Europe Single Use License	\$2,200.00
	ArcLogistics NAVTEQ Street Data Europe Single Use License	\$2,200.00
	Annual Maintenance for ArcLogistics TomTom Street Data North America Single Use License	\$1,600.00
	Annual Maintenance for ArcLogistics NAVTEQ Street Data North America Single Use License	\$1,600.00
	Annual Maintenance for ArcLogistics TomTom Street Data Europe Single Use License	\$1,600.00
	Annual Maintenance for ArcLogistics NAVTEQ Street Data Europe Single Use License	\$1,600.00
10	ArcLogistics Navigator	
	ArcLogistics Navigator Single Use License (5-pack bundle)	\$850.00
	ArcLogistics Navigator NAVTEQ North America Data Single Use License (5-pack bundle)	\$400.00
	ArcLogistics Navigator NAVTEQ Europe Data Single Use License (5-pack bundle)	\$600.00
	ArcLogistics Navigator TomTom North America Data Single Use License (5-pack bundle)	\$400.00
	ArcLogistics Navigator TomTom Atlas Europe Data Single Use License (5-pack bundle)	\$600.00
	Annual Maintenance for ArcLogistics Navigator Single Use License (5-pack bundle)	\$200.00



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	Annual Maintenance for ArcLogistics Navigator NAVTEQ North America Data Single Use License (5-pack bundle)	\$300.00
	Annual Maintenance for ArcLogistics Navigator NAVTEQ Europe Data Single Use License (5-pack bundle)	\$500.00
	Annual Maintenance for ArcLogistics Navigator TomTom North America Data Single Use License (5-pack bundle)	\$300.00
	Annual Maintenance for ArcLogistics Navigator TomTom Europe Data Single Use License (5-pack bundle)	\$500.00
11	Address Coder	
	Address Coder Standard National (per user license)	\$7,650.00
	Address Coder Standard Regional (per user license)	\$5,525.00
	Address Coder Standard State (per user license)	\$3,060.00
	Annual Maintenance for Address Coder Standard National (per user license)	\$7,200.00
	Annual Maintenance for Address Coder Standard Regional (per user license)	\$5,200.00
	Annual Maintenance for Address Coder Standard State (per user license)	\$2,880.00
	Address Coder Premium National (per user license)	\$12,750.00
	Address Coder Premium Regional (per user license)	\$8,925.00
	Address Coder Premium State (per user license)	\$5,100.00
	Annual Maintenance for Address Coder Premium National (per user license)	\$12,000.00
	Annual Maintenance for Address Coder Premium Regional (per user license)	\$8,400.00
	Annual Maintenance for Address Coder Premium State (per user license)	\$4,800.00
	Tapestry Add-on National (per user license)	\$8,160.00
	Tapestry Add-on Regional (per user license)	\$4,896.00
	Tapestry Add-on State (per user license)	\$3,264.00
	Annual Maintenance for Tapestry Add-on National (per user license)	\$7,680.00
	Annual Maintenance for Tapestry Add-on Regional (per user license)	\$4,608.00
	Annual Maintenance for Tapestry Add-on State (per user license)	\$3,072.00
12	Other Software	
12	Esri Mapping and Charting	
	Esri Production Mapping Concurrent Use License	\$8,665.00
	Esri Production Mapping Single Use License	\$8,665.00
	Annual Maintenance for Esri Production Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Production Mapping Single Use License	\$2,500.00
	Esri Defense Mapping Concurrent Use License	\$8,665.00
	Esri Defense Mapping Single Use License	\$8,665.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Defense Mapping Single Use License	\$2,500.00
	ArcGIS for Aviation: Airports Concurrent Use License	\$4,332.00
	ArcGIS for Aviation: Airports Single Use License	\$4,332.00
	Annual Maintenance for ArcGIS for Aviation: Airports Concurrent Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Aviation: Airports Single Use License	\$1,250.00
	ArcGIS for Aviation: Charting Concurrent Use License	\$8,665.00
	ArcGIS for Aviation: Charting Single Use License	\$8,665.00
	Annual Maintenance for ArcGIS for Aviation: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Aviation: Charting Single Use License	\$2,500.00
	ArcGIS for Maritime: Charting Concurrent Use License	\$8,665.00



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	ArcGIS for Maritime: Charting Single Use License	\$8,665.00
	Annual Maintenance for ArcGIS for Maritime: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Charting Single Use License	\$2,500.00
	ArcGIS for Maritime: Bathymetry Concurrent Use License	\$4,332.00
	ArcGIS for Maritime: Bathymetry Single Use License	\$4,332.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Concurrent Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Single Use License	\$1,250.00
12	Esri Mapping and Charting Solutions Bundles	
	Esri Defense Mapping Bundle Single Use License	\$24,650.00
	Esri Defense Mapping Bundle Concurrent Use License	\$24,650.00
	Annual Maintenance for Esri Defense Mapping Bundle Single Use License	\$6,500.00
	Annual Maintenance for Esri Defense Mapping Bundle Concurrent Use License	\$6,500.00
	ArcGIS for Aviation: Airports Bundle Single Use License	\$8,925.00
	ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$8,925.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Single Use License	\$2,850.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$2,750.00
	ArcGIS for Aviation: Charting Bundle Single Use License	\$17,425.00
	ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$17,425.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Single Use License	\$6,500.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$6,500.00
	ArcGIS for Maritime: Charting Bundle Single Use License	\$15,895.00
	ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$15,895.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Single Use License	\$6,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$6,000.00
	ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$10,625.00
	ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$10,625.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Single Use	\$3,350.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Concurrent Use	\$3,250.00
13	Mobile GIS	
13	ArcPad	
	ArcPad Single Use License	\$595.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data	\$595.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data	\$595.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data	\$595.00
	Annual Maintenance for ArcPad Single Use License	\$250.00
	ArcPad Single Use License Upgrade	\$242.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data Upgrade	\$242.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data Upgrade	\$242.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data Upgrade	\$242.00
13	ArcGIS for Windows Mobile	



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	ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	\$1,275.00
	Annual Maintenance for ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	\$300.00
	ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	\$12,750.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	\$3,000.00
	ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	\$1,275.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	\$300.00
	ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	\$1,275.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	\$300.00
13	StreetMap for Windows Mobile	
13	StreetMap for Windows Mobile 5-Pack Bundles	
	StreetMap for Windows Mobile for ArcGIS for Desktop NAVTEQ North America Street Data 5-Pack Single Use Term License	\$400.00
	StreetMap for Windows Mobile for ArcGIS for Desktop NAVTEQ Europe Street Data 5-Pack Single Use Term License	\$600.00
	StreetMap for Windows Mobile for ArcGIS for Server Workgroup Advanced NAVTEQ North America Street Data 5-Pack Term License	\$400.00
	StreetMap for Windows Mobile for ArcGIS for Server Workgroup Advanced NAVTEQ Europe Street Data 5-Pack Term License	\$600.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Standard NAVTEQ North America Street Data 5-Pack Term License	\$400.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Standard NAVTEQ Europe Street Data 5-Pack Term License	\$600.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Advanced NAVTEQ North America Street Data 5-Pack Term License	\$400.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Advanced NAVTEQ Europe Street Data 5-Pack Term License	\$600.00
13	StreetMap for Windows Mobile 50-Pack Bundles	
	StreetMap for Windows Mobile for ArcGIS for Server Workgroup Advanced NAVTEQ North America Street Data 50-Pack Term License	\$3,800.00
	StreetMap for Windows Mobile for ArcGIS for Server Workgroup Advanced NAVTEQ Europe Street Data 50-Pack Term License	\$5,700.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Standard NAVTEQ North America Street Data 50-Pack Term License	\$3,800.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Standard NAVTEQ Europe Street Data 50-Pack Term License	\$5,700.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Advanced NAVTEQ North America Street Data 50-Pack Term License	\$3,800.00



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

	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Advanced NAVTEQ Europe Street Data 50-Pack Term License	\$3,800.00
14	Esri Developer Network	
14	Esri Developer Network (EDN) Standard Annual Subscriptions	
	EDN Standard Term License	\$1,451.00
	EDN Standard with ArcGIS for Desktop Basic Single Use Term License	\$1,934.00
	EDN Standard with ArcGIS for Desktop Standard Single Use Term License	\$2,902.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use Term License	\$3,869.00
14	EDN Advanced Annual Subscriptions	
	EDN Advanced Single Use Term License	\$3,869.00
	EDN Advanced with ArcGIS for Desktop Standard Single Use Term License	\$5,320.00
	EDN Advanced with ArcGIS for Desktop Advanced Single Use Term License	\$6,287.00
14	For Current EDN Subscribers	
	EDN Standard Optional Add-on Software ArcGIS for Desktop Basic Single Use Term License	\$484.00
	EDN Standard Optional Add-on Software ArcGIS for Desktop Standard Single Use Term License	\$1,451.00
	EDN Standard Optional Add-on Software ArcGIS for Desktop Advanced Single Use Term License	\$2,418.00
	EDN Advanced Optional Add-on Software ArcGIS for Desktop Standard Single Use Term License	\$1,451.00
	EDN Advanced Optional Add-on Software ArcGIS for Desktop Advanced Single Use Term License	\$2,418.00
14	EDN Software Upgrades	
	EDN Standard with ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic License	\$967.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,934.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard License	\$967.00
	EDN Advanced with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use License	\$967.00
	EDN Advanced with ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,451.00
	EDN Advanced with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$2,418.00
	EDN Advanced Single Use License Upgrade from EDN Standard Single Use License	\$2,418.00
	EDN Advanced with ArcGIS for Desktop Standard License Upgrade from EDN Standard with ArcGIS for Desktop Basic License	\$3,385.00
14	EDN Other	
	Technical Support (10 calls) for EDN	\$2,000.00
	Instructor-Led Training (5 days) for EDN	\$2,200.00
15	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure	
15	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—365-Day Term Licenses	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$40,000.00



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	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$30,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—365-Day Term License	\$25,000.00
15	ArcGIS Extensions for Server Enterprise with Virtual Cloud Infrastructure—365-Day Term Licenses	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
15	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—90-Day Term Licenses	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$12,500.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$10,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—90-Day Term License	\$8,500.00
15	ArcGIS Extensions for Server Enterprise with Cloud Infrastructure—90-Day Term Licenses	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
15	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—30-Day Term Licenses	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$5,000.00



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	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$4,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—30-Day Term License	\$3,000.00
15	ArcGIS Extensions for Server Enterprise with Virtual Cloud Infrastructure—30-Day Term Licenses	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
15	Portal for ArcGIS	
	Portal for ArcGIS - Up to 100 Users License	\$70,000.00
	Portal for ArcGIS - Up to 250 Users License	\$150,000.00
	Portal for ArcGIS - Up to 500 Users License	\$250,000.00
	Portal for ArcGIS - Up to 1,000 Users License	\$440,000.00
	Annual Maintenance for Portal for ArcGIS - Up to 100 Users License	\$17,500.00
	Annual Maintenance for Portal for ArcGIS - Up to 250 Users License	\$37,500.00
	Annual Maintenance for Portal for ArcGIS - Up to 500 Users License	\$62,500.00
	Annual Maintenance for Portal for ArcGIS - Up to 1,000 Users License	\$110,000.00
	Additional Server Licenses	\$4,000.00
15	Portal for ArcGIS - Term Licensing	
	Portal for ArcGIS - Up to 100 Users Annual Term License	\$17,500.00
	Portal for ArcGIS - Up to 250 Users Annual Term License	\$37,500.00
	Portal for ArcGIS - Up to 500 Users Annual Term License	\$62,500.00
	Portal for ArcGIS - Up to 1,000 Users Annual Term License	\$110,000.00
17	Online Services	
17	ArcGIS Online Organization Plans	
	ArcGIS Online Level 1 Plan—Includes up to 5 named users and 2,500 credits	\$2,500.00
	ArcGIS Online Additional User 5-Pack for Level 1 Plan	\$2,500.00
	ArcGIS Online Level 2 Plan—Includes up to 50 named users and 10,000 credits	\$10,000.00
	ArcGIS Online Additional User 5-Pack for Level 2 Plan	\$1,000.00
	ArcGIS Online Level 3 Plan—Includes up to 100 named users and 17,500 credits	\$17,500.00
	ArcGIS Online Additional User 5-Pack for Level 3 Plan	\$875.00
	ArcGIS Online Level 4 Plan—Includes up to 250 named users and 37,500 credits	\$37,500.00
	ArcGIS Online Additional User 5-Pack for Level 4 Plan	\$750.00
	ArcGIS Online Level 5 Plan—Includes up to 500 named users and 62,500 credits	\$62,500.00



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	ArcGIS Online Additional User 5-Pack for Level 5 Plan	\$625.00
	ArcGIS Online Level 6 Plan—Includes up to 1,000 named users and 110,000 credits	\$110,000.00
	ArcGIS Online Additional User 5-Pack for Level 6 Plan	\$550.00
	ArcGIS Online Additional Service Credits—Block of 1,000	\$100.00
17	Esri Redistricting Online	
	Esri Redistricting Online—12 Months	\$4,500.00
	Esri Redistricting Online—24 Months	\$8,325.00
	Esri Redistricting Online—36 Months	\$11,475.00
18	Professional Services Packages	
18	Jumpstart Packages	
	ArcGIS for Server Jumpstart 3-Day Option (up to 2 servers)	\$8,500.00
	ArcGIS for Server Jumpstart 4-Day Option (up to 4 servers)	\$10,700.00
	Portal for ArcGIS Jumpstart (9 days)	\$30,000.00
	ArcGIS Online Jumpstart (3 days)	\$8,500.00
18	Esri Enterprise Advantage Program	
	Esri Enterprise Advantage Program (EEAP)	\$75,000.00
	Additional EEAP Technical Advisor Services	\$21,000.00
	Additional EEAP 100 Learning and Service Credits	\$47,000.00
	Additional EEAP 50 Learning and Service Credits	\$23,500.00
20	StreetMap Premium for ArcGIS North America NAVTEQ Data	
20	StreetMap Premium for ArcGIS NAVTEQ Data—United States	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$3,000.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$7,500.00
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$37,500.00
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$15,000.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—North America (United States, Canada, and Mexico)	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)	\$12,000.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$30,000.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	\$150,000.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$60,000.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—State	
	State—Full Use (per single use ArcGIS for Desktop user/per year)	\$2,000.00
	State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$5,000.00



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	State—Full Use (per ArcGIS for Server Enterprise/per year)	\$25,000.00
	State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$10,000.00
	State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,000.00
	State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,500.00
	State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$12,500.00
	State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$5,000.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Canada	
	Canada—Full Use (per single use ArcGIS for Desktop user/per year)	\$4,800.00
	Canada—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$12,000.00
	Canada—Full Use (per ArcGIS for Server Enterprise/per year)	\$60,000.00
	Canada—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$24,000.00
	Canada—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$2,400.00
	Canada—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$6,000.00
	Canada—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$30,000.00
	Canada—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$12,000.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Province	
	Province—Full Use (per single use ArcGIS for Desktop user/per year)	\$2,000.00
	Province—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$5,000.00
	Province—Full Use (per ArcGIS for Server Enterprise/per year)	\$25,000.00
	Province—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$10,000.00
	Province—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,000.00
	Province—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,500.00
	Province—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$12,500.00
	Province—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$5,000.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Europe	
	Europe—Full Use (per single use ArcGIS for Desktop user/per year)	\$12,600.00
	Europe—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$31,500.00
	Europe—Full Use (per ArcGIS for Server Enterprise/per year)	\$157,500.00
	Europe—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$63,000.00
	Europe—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$6,300.00
	Europe—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$15,750.00
	Europe—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$78,750.00
	Europe—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$31,500.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Small Country in Europe	
	Small Country—Full Use (per single use ArcGIS for Desktop user/per year)	\$2,700.00
	Small Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$6,750.00
	Small Country—Full Use (per ArcGIS for Server Enterprise/per year)	\$33,750.00
	Small Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$13,500.00
	Small Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,350.00
	Small Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$3,375.00
	Small Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$16,875.00



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	Small Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$6,750.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Large Country in Europe	
	Large Country—Full Use (per single use ArcGIS for Desktop user/per year)	\$4,500.00
	Large Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$11,250.00
	Large Country—Full Use (per ArcGIS for Server Enterprise/per year)	\$56,250.00
	Large Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$22,500.00
	Large Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$2,250.00
	Large Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$5,625.00
	Large Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$28,125.00
	Large Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$11,250.00
	Large Country—Full Use (per single use ArcGIS for Desktop user/per year)	\$4,500.00
	Large Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$11,250.00
	Large Country—Full Use (per ArcGIS for Server Enterprise/per year)	\$56,250.00
	Large Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$22,500.00
	Large Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$2,250.00
	Large Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$5,625.00
	Large Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$28,125.00
	Large Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$11,250.00

EXHIBIT E CONTRACTOR TIME AND MATERIALS RATE SCHEDULE

Effective January 1, 2013

Hourly time and materials labor rates have been provided for each labor category for calendar year 2013. The hourly labor rates for services that are performed after 2013 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

GIS Technical Specialist/Engineer (S1)

Hourly Rate: \$190

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2)

Hourly Rate: \$245

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in Esri COTS software products; web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

Senior GIS System/Software Architect (S3)

Hourly Rate: \$301

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1)

Hourly Rate: \$231

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and

EXHIBIT E CONTRACTOR TIME AND MATERIALS RATE SCHEDULE

physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2)

Hourly Rate: \$291

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3)

Hourly Rate: \$384

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

GIS Database Specialist/Analyst (DB)

Hourly Rate: \$160

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.

EXHIBITS F – J

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K	Reserved	12

Reserved

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. This certification only applies to Consulting Services provided pursuant to Exhibit C-4, Implementation Services Time and Materials Addendum while on County premises. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME: Environmental Systems Research Institute, Inc. Contract No: MA-IS-1340254 (Esri Contract No.: 2013MPA6865)

1. GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain Consulting Services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide Consulting Services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

2. CONFIDENTIALITY AGREEMENT:

a. Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all confidential data and information in its possession, especially data and information concerning criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information described in paragraph "c" of this Confidentiality Agreement below. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

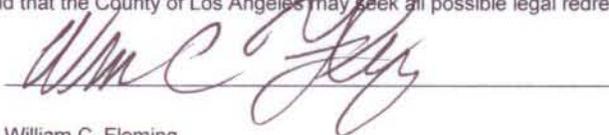
b. Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

c. Contractor and Contractor's Staff agree to keep confidential all criminal, and welfare recipient records, and all other data and information identified in writing as confidential pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

d. The County and Contractor do not intend to exchange or share protected health information, as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), of persons receiving services from the County. Contractor is not a Business Associate of the County, as defined under HIPAA. Should the County and Contractor desire to exchange such protected health information, then County and Contractor may do so only after entering into a signed written amendment to this agreement covering the exchange.

e. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____



DATE: 08/15/2013

PRINTED NAME: William C. Fleming

POSITION: Managing Business Attorney

CONTRACTOR'S EEO CERTIFICATION

Environmental Systems Research Institute, Inc

Contractor Name

380 New York Street, Redlands, California 92373

Address

95-2775732

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
- 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

William C. Fleming, Managing Business Attorney

Authorized Official's Printed Name and Title



Authorized Official's Signature

August 15, 2013
Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Reserved