



ENTERPRISE LICENSE AGREEMENT
(E119GM 06/2009)

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

Agreement No. 2011ELA7527

This Enterprise License Agreement including the documents listed below (collectively, "Agreement" or "ELA") is between **Pinellas County**, a political subdivision of the State of Florida ("County"), with its main offices located at 400 S. Fort Harrison Avenue, Second Floor, Clearwater, FL 33756-5113, and **Environmental Systems Research Institute, Inc.**, a California corporation authorized to do business in Florida ("Esri"), and is effective as of the later date of the signatures below when signed by both parties ("Effective Date"). This Agreement provides for the licensing and deployment of certain Esri Software, delivery of ELA maintenance, and provision of Esri International User Conference registrations and any additional services as specified herein.

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

1. Enterprise License Agreement signature page(s), E119GM
2. Enterprise License Terms and Conditions, E512GM, including:
 - Appendix A, Software and Deployment Schedule
 - Appendix B, ELA Fee Schedule
 - Appendix C, County Annual Deployment Report
 - Appendix D, ELA Points of Contact
 - Appendix E, Tier 1 Help Desk Authorized Individuals
 - Appendix F, Eligible Agencies
 - Appendix G, Licensee's Authorized Users
 - Appendix H, Eligible Agency Acknowledgement Statement
3. License Agreement—Agreement No. 2012MLA7527, incorporates the below listed documents:
 - General License Terms and Conditions, E200M 4/19/2010
 - Esri Exhibit 1, Scope of Use, E300Note: Licensee is defined on first page of item 2 above.
4. Esri Enterprise Advantage Program Addendum, Agreement No. 2011EAP7527

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

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

ACCEPTED AND AGREED:

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners

By: Kenneth T. Welch
Authorized Signature

Printed Name: KENNETH T. WELCH

Title: Vice Chair

Date: 4-24-12

ATTEST:
KEN BURKE, CLERK OF THE CIRCUIT COURT

By: [Signature]
Deputy Clerk

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)

By: [Signature]
Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Domestic Contracts

Date: April 12, 2012

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Chief Assistant County Attorney

ARTICLE 1—DEFINITIONS

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

- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the Enterprise License Software (and its related keycodes/registration files), or its having been redistributed, by County, during the term of this ELA for installation and use by Licensees.
- "ELA Fee" means the fee set forth in Appendix B, ELA Fee Schedule.
- "ELA Maintenance" means Tier 2 Support, hot fixes, updates, and patches provided by Esri for Enterprise License Software and Rolled-In Software.
- "Eligible Agencies" means the government entities (e.g., city, district, utility, board, or municipality) that are identified in Appendix F as eligible to participate under this ELA.
- "Enterprise License Software" means the Software (which includes Data, Web Services, and Documentation provided with the particular item as separately licensed) identified in Table A-1 and Table A-2 of Appendix A, Software and Deployment Schedule. Enterprise License Software does not include unit-priced item(s) or Esri technology that may be embedded in third-party products purchased by Licensee.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" means the General License Terms and Conditions (E200M) and Exhibit 1, Scope of Use (E300), referenced on the signature page of this ELA.
- "Licensee" means the County and all of the departments, offices, agencies, and entities that constitute Pinellas County Government described as Authorized Users in Appendix G. For avoidance of doubt, the definition of Licensee will not include consultants or contractors or Eligible Agencies.
- "Rolled-In Software" means Software of the same type as Enterprise License Software that Licensee acquired for use prior to the Effective Date that is current on paid maintenance (as shown in Esri's customer service records) and that receives ELA Maintenance during the term of the ELA.
- "Technical Support" means a process to resolve reported Incidents through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Software, Data, Web Services, or Documentation corrections or modifications specified in the most current applicable Esri U.S. Software Maintenance Program.
- "Tier 1 Help Desk" means County point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in its attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. Licensee's use of the Enterprise License Software and Rolled-In Software is subject to the License Agreement and any additional terms set forth in this Article 2 and in Article 3 below.

Prior to any Eligible Agency accessing and using map images and data in accordance with Section 3.1.c herein, County shall provide each such Eligible Agency with a copy of the License Agreement and flow down Article 2, Sections 2.1, 2.2, 2.3 and Article 3 of this ELA.

County represents and warrants that each Eligible Agency will agree to be bound by the terms of this ELA by executing the Eligible Agency Acknowledgment Statement attached hereto as Appendix H.

2.2 Beta License. Beta licenses are not available under this ELA as Enterprise License Software. Beta Software, Beta Data, Beta Documentation, and Beta Web Services, if requested and provided, will be licensed separately and individually under the terms of the License Agreement (see Beta License in Section 3.2 of the General License Terms and Conditions—E200M) only. No other benefits, grants, or rights provided in this ELA shall apply or be provided/granted.

2.3 Consultant and Contractor Access. Section 3.4, Consultant Access, of the General License Terms and Conditions—E200M in the License Agreement is modified to add the following restriction: Access to and use of any Enterprise License Software is restricted to use by consultants and contractors for the sole benefit of Licensee while (i) working on-site at Licensee's facilities; (ii) remotely accessing or using Enterprise License Software from Licensee's on-site computers or

machines; or (iii) remotely accessing or using Enterprise License Software from a third party's computers or machines under contract to Licensee. Licensee shall require consultant or contractor to discontinue access to and use of Enterprise License Software upon completion of work for Licensee.

2.4 County Responsibility. County shall remain primarily responsible to Esri for compliance with the terms and conditions of this ELA.

ARTICLE 3—SCOPE OF USE

There are Additional Permitted Uses, Uses Not Permitted, and Additional Restrictions for County and Licensee incorporated into this ELA. The Permitted Uses and Uses Not Permitted sections (4.1 and 4.2) of the General License Terms and Conditions portion of the License Agreement are modified to include the additional terms in Sections 3.1 and 3.2 below:

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

- a. For the term of the ELA, County may copy and Deploy the Enterprise License Software to Licensee's Authorized Users as set out in Appendix G up to the quantities of licenses granted in Appendix A. No other Licensee or Eligible Agency has a right to copy (except as permitted in the License Agreement) or Deploy the Enterprise License Software.
- b. Licensees may use, copy, reproduce, publish, publicly display, or redistribute map images derived from Esri branded Data in hard-copy or static, electronic formats (i.e., gif, tif, etc.) to the general public and third parties, provided that Licensee affixes an attribution statement to the map images acknowledging Esri or its licensors as the source of the portion(s) of such Data displayed, printed, or plotted. The Esri branded Data shall not be used separately from Esri Software.
- c. Each Eligible Agency may access and use map images and data derived from Esri Server Software / Extensions, ArcGIS Engine Runtime Deployments, and ArcGIS Engine Runtime Extensions as identified in Table-A-1, Appendix A, on a County hosted GIS website. The granting of this access and use, including the conditions thereto and the termination thereof, shall be determined by the County in its sole discretion. This access and use is included in the ELA fee paid by the County as set out in Appendix B. Access and use by an Eligible Agency as authorized herein shall not constitute a commercial application service provider or service bureau, as long as the County does not charge Eligible Agencies for access to the site by selling data, pay-per-view, subscription fees, or similar means. The County may impose charges on Eligible Agencies for map development and data input, as well as incremental hardware, licensing, and maintenance fees necessary to accommodate an Eligible Agency, and all Eligible Agencies shall be required by the County to approve an Eligible Agency Acknowledgement Statement attached hereto as Appendix H. Nothing contained herein shall in any way either prevent Eligible Agencies from licensing or acquiring Esri Software, Data, Documentation, Web Services or products directly from Esri, or affect or alter any current or future license or agreement between Esri and any Eligible Agency.
- d. Section 4.1.a. of the License Agreement is amended to provide that for the term of the ELA, Licensee may install and store ELA Software, Data, and Documentation on electronic storage device(s) that are owned, leased, licensed, and supported by the Licensee and its contractors, vendors, and cloud service providers, including, without limitation, on an unlimited number of servers and operating systems, without regard to the number of CPUs, cores, virtual instances, partitions, multiplexing, or locations and sites necessary to provide for disaster recovery and business continuity requirements.
- e. Notwithstanding the foregoing, any Software, Data, Documentation or Web Service that is not subject to, or licensed by, the County pursuant this ELA shall not be characterized as ELA Software, and shall be licensed under the terms and conditions of the License Agreement, at Esri's then current commercial pricing.

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

- a. County shall not transfer, redistribute, or Deploy the Enterprise License Software outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any.
- b. Licensee shall not use the Enterprise License Software outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any. Any such export will be subject to U.S. Export Control Regulation requirements of the License Agreement.

- c. Licensee shall not transfer, redistribute, or assign Enterprise License Software to any third party without prior Esri written permission.

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

ARTICLE 4—MAINTENANCE

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

a. Tier 1 Support Provided by County

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

b. Tier 2 Support Provided by Esri

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

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

5.1 Purchase Orders, Delivery, and Deployment

- a. County shall issue a purchase order upon execution of the ELA and annually thereafter in accordance with the fee schedule in Appendix B. These fees will be due and payable within forty-five (45) days of the anniversary date of the ELA, with the initial payment due within forty-five (45) days of execution of the ELA. Payments shall be made in accordance with Section 218.70, et seq., Florida Statutes, the "Florida Local Government Prompt Payment Act."
- b. Upon receipt of the initial purchase order from County, Esri shall authorize County to download Enterprise License Software listed in Appendix A, and deploy the Enterprise License Software as provided in Section 5.3 herein.

Delivery of updates/new versions of Enterprise License Software will be made in the same manner. If requested by County, Esri will deliver a limited number of sets of backup media as provided in Appendix B to the ship-to address identified in Appendix D, ELA Points of Contact, FOB destination with shipping charges prepaid. County may purchase additional backup media sets at the prices in effect at the time of purchase. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. County acknowledges that Esri has a right to invoice, and County agrees to pay any applicable such sales or use tax associated with receipt of tangible media. The County is a tax exempt entity.

- c. Esri shall provide registration/authorization numbers or access codes, as applicable, to activate the nondestructive copy protection program that enables the Enterprise License Software to operate or allow access.
- d. County shall track the Deployment status of Enterprise License Software.

5.2 Purchase Order Requirements

- a. Any purchase orders issued by County will reference, incorporate, and be subject to the terms and conditions of this ELA. No additional, conflicting, or different terms contained in a purchase order or ordering document will be binding. All orders and deliveries pertaining to this ELA will be processed through County's centralized point of contact.
- b. The following information will be included in each purchase order:
 - (1) Esri customer number and the ship-to address as identified in Appendix D.
 - (2) Purchase order number.
 - (3) On the face of the purchase order, print the following statement: "Governed by and subject to Enterprise License Agreement No. 2011ELA7527."

5.3 Deployment Right

- a. **General.** In consideration of the payment to Esri of the license and technical support fees as provided in this ELA, for a period of Four (4) years from the effective date of this ELA (the "Deployment Period"), the County will have the right to deploy the Enterprise License Software listed in Appendix A, Table A-1, to Authorized Users, and provide access to Eligible Agencies described in Appendix F, provided that the County is in compliance with the ELA and License Agreement.
- b. **Annual Report of Deployments.** Within thirty (30) days after the end of the term of this ELA, or the termination of the ELA, whichever occurs first, the County shall provide a written report, as set forth in Appendix C, to Esri detailing all Deployments made. The report will be subject to audit by an authorized representative of Esri at its sole cost and expense.

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

ARTICLE 6—POINTS OF CONTACT; NOTICES

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

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

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

To: County
As listed in Appendix D

ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

7.1 Term. The term of the ELA will be for the period listed in Appendix B, commencing on the Effective Date unless this ELA is terminated earlier as provided herein.

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

7.3 Termination of a Particular Eligible Agency. The license rights of a particular Eligible Agency may be terminated for material breach, which does not terminate this ELA with County or other Eligible Agencies. The breaching Eligible Agency will be given a period of ten (10) days from date of written notice to cure any material breach. Upon the termination of the Eligible Agency, any licenses for Deployments provided to Eligible Agency will also terminate. County shall reasonably cooperate with Esri in termination of an Eligible Agency in material breach of this ELA. There will be no reduction in the ELA Fee if an Eligible Agency's rights are terminated. The terminated Eligible Agency will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this ELA.

7.4 License Terms, Use upon Expiration of ELA Term, and Maintenance.

- a. Upon full payment of the ELA Fee and expiration of this ELA, the License Agreement will survive, and Licensee may continue to use in perpetuity the Deployed Enterprise License Software and Rolled-In Software in accordance with the terms and conditions set forth in the License Agreement and the terms and conditions of this ELA. County shall not Deploy additional copies of the Enterprise License Software beyond the quantities documented in accordance with Section 5.3 herein.
- b. Option to extend ELA with no additional deployments: Upon expiration of the initial four-year term, County shall have two one-year options to extend the term of the ELA, with no additional Deployments as set forth in Appendix B. Said options include Esri Maintenance for all Rolled-In Software and Enterprise License Software Deployed during the Deployment Period, but do not include maintenance on any Software purchased and Deployed independent of the ELA.

ARTICLE 8—CONFIDENTIALITY

8.1 Esri Confidential Information. All Esri Confidential Information as defined herein received by the County will be held in trust and confidence from the date of disclosure. Discussions involving such Confidential Information shall be limited to the members of the County's staff and the County's contractors who require such information in the performance of this ELA or the License Agreement. Esri shall be solely responsible for taking any and all action it deems necessary to protect its Confidential Information except as provided herein. Esri acknowledges that the County is subject to public records laws, including but not limited to Chapter 119, Florida Statutes, and that any of the County's obligations under this Section may be superseded by its obligations under the requirements of said laws. For the purposes of this ELA and the License Agreement, "Confidential Information" means any Esri information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes (unless otherwise determined to be a public record by applicable Florida law), and any data processing software exempt from the public records laws as provided in Chapter 119, Florida Statutes. To the extent permitted by applicable law, the following constitutes a trade secret as defined by Chapter 688, Florida Statutes: all information contained in, embodied in (in any media whatsoever) or relating to Esri's inventions, ideas, creations, works of authorship, works of visual art, manuals, operating data, test results, product or service literature, product or service concepts, process data, specification data, software, research and development information and data, including, without limitation, information relating to the design documents, release notes, database layouts, algorithms, techniques, processes, systems designs, source code, and screen shots of the Enterprise License Software or Rolled-In Software. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes a public record; (b) becomes available to the County on a non-confidential basis

from a source other than Esri, which is not prohibited from disclosing such information by obligation to Esri; (c) is known by the County prior to its receipt from Esri without any obligation or confidentiality with respect thereto; or (d) is developed by the County independently of any disclosures made by Esri.

County shall inform Esri of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requestor, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

County shall use no less than the degree of care to protect this information as it uses to protect its own confidential information or third-party information of similar nature.

ARTICLE 9—RELATIONSHIP OF THE PARTIES

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

ARTICLE 10—FORCE MAJEURE

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

ARTICLE 11—GIS STANDARD

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

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

ARTICLE 12—ADMINISTRATIVE REQUIREMENTS

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

12.2 Conversion of Enterprise License Software—Limited Quantity or unit-priced item. Newer or updated Enterprise License Software may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under a site or enterprise license. Esri reserves the right to exclude such newer or updated versions of the Enterprise License Software from the list of items eligible to be Deployed in unlimited quantities. Such items can be made available to County on a limited quantity basis or as unit-priced item(s). In such event, Licensee may continue to use the older (previous) version Deployed, and Esri will provide Technical Support in accordance with the Esri Product Life Cycle Support Policy.

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

12.4 Successor Products. If Esri makes successor products available ("new software") that includes substantially similar functionality and features as Enterprise Licensed Software or Rolled-In Software purchased by the County ("old software"), Esri will provide a migration path from the old software to the new software and the right to use the new software under the License Agreement and this ELA at no charge provided that: (i) the County is current on Technical Support for the old software; (ii) this right shall only apply to new software that is available in production release status on the operating systems identified by the County at the time of the request; and (iii) Esri is currently making available, at no charge, such migration path from the old software to the new software to its other supported customers.

ARTICLE 13—GENERAL PROVISIONS

13.1 The General Provisions and Limitations of Liability of the License Agreement will apply to the entire ELA. If there is a conflict among any of the other terms and conditions in the various documents, the order of descending precedence will be as follows: (1) E119GM Signature Page, (2) E512GM ELA Terms and Conditions, (3) E300 Scope of Use, and (4) E200M General License Terms and Conditions. In the event this ELA includes Enterprise Advantage Program, the terms and conditions of the Enterprise Advantage Program Addendum will take precedence over the provision of the ELA with respect to the Enterprise Advantage Program. Except as otherwise expressly provided herein, any amendment or Addendum to this ELA must be in writing and signed by an authorized representative of each party.

13.2 Survival of Certain ELA Clauses. The provisions of Sections 7.3, 7.4, and 12.4 and Articles 1, 2, 3, 8, and 14 of this Enterprise License Terms and Conditions document (E512) will survive the expiration or termination of this ELA.

**APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE**

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

**Table A-1
Enterprise License Software—Unlimited Quantities**

Item	Total Qty./Seats to Be Deployed
Desktop Software (Single and Concurrent Use)	
ArcView	Unlimited
ArcEditor	Unlimited
ArcInfo	Unlimited
Desktop Extension Software (Single and Concurrent Use)	
3D Analyst, Spatial Analyst, Network Analyst, Geostatistical Analyst, ArcGIS ArcScan, ArcGIS Publisher, Maplex for ArcGIS, ArcGIS Schematics, and ArcGIS Workflow Manager	Unlimited
Server Software / Extensions	
ArcGIS Server Workgroup and Enterprise (Advanced, Standard and Basic) / Extensions—3D, Schematics, Geostatistical, Network, Image, Spatial and ArcGIS Workflow Manager	Unlimited
ArcGIS Engine Runtime Deployments	Unlimited
ArcGIS Engine Runtime Extensions	
Spatial, 3D, Network, Geodatabase Update, Schematics and Maplex	Unlimited
Esri Mapping and Charting—Esri Production Mapping	Unlimited

**Table A-2
Enterprise License Software—Limited Quantities**

Item	Total Qty./Seats to Be Deployed
Esri Development Network (EDN)	Six (6) annual subscriptions
ArcGIS On-Line for Organizations	When this product is made commercially available, a quantity shall be established and set forth via an amendment to this ELA

**APPENDIX B
ELA FEE SCHEDULE**

The ELA Fee is \$ 1,872,000.00. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance, Esri International User Conference registrations, Training, and Esri Enterprise Advantage Program (EEAP).

	Year 1	Year 2	Year 3	Year 4	ELA Fee
Payments	<i>\$936,000.00</i>	<i>N/A</i>	<i>\$468,000.00</i>	<i>\$468,000.00</i>	<i>\$1,872,000.00</i>
Training & EEAP*	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>N/A</i>

Annual options to extend ELA with no additional Software Deployments:

	Option Year 5	Option Year 6
Payments	<i>\$294,150.00</i>	<i>\$294,150.00</i>

Annual options include maintenance only on all Rolled-in Software and Enterprise Software Deployed under the ELA. ArcGIS Online for Organizations is excluded from these two annual options.

For the four years following the conclusion of Option Year 6, Esri standard maintenance pricing shall increase no more than 4% annually, provided that maintenance pricing shall not fall below GSA pricing at any given time.

***Training**

An Esri training consultant will work with Pinellas County to develop an agency-wide training plan. The training plan will allow Pinellas County to educate employees on the latest technology.

This Training Pass will provide Pinellas County with training days according to the following schedule:

- Year 1—150 days
- Year 2—100 days
- Year 3—50 days
- Year 4—50 days

These training days can be applied to Client Site training, Instructor Led training (either at an Esri facility or Online classroom) and Virtual Campus Annual User Licenses for our self-led web courses. Days that are not used will roll over to the next year of the ELA, or if the ELA has expired, Pinellas County may extend unused training days per the extension fee in effect at the time.

Esri Enterprise Advantage Program (EEAP)

One (1) annual subscription to the EEAP program including the following components per year for three years:

- up to 100 hours of Technical Advisory time
- Annual 1 day Planning Session
- Quarterly Enterprise Webcasts
- 100 Learning and Services credits.

This program will provide Pinellas County with an assigned technical advisor, annual GIS strategy and account reviews, and Learning and Services Credits for general consulting services support, training and/or Premium Support. Unused Learning and Services Credits expire six months after expiration of the ELA. Any activities proposed to be completed under the EEAP would be subject to review and approval by Esri to ensure alignment with the intent of the EEAP.

Number of Esri International User Conference Registrations per Year	Ten (10)
Number of Tier 1 Help Desk Individuals	Twelve (12)
Number of Sets of Backup Media, if Requested	Two (2)
Term of ELA pursuant to Section 7.1	Four (4) years

APPENDIX D

ELA POINTS OF CONTACT

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

1. Esri point of contact for order processing issues:

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

2. Esri contact for Tier 2 Support issues:

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

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

Name: Gregory Carro
E-mail: gcarro@pinellascounty.org
Phone: 727.464.3384

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

County Office: 315 Court Street, Clearwater, Florida 33756
Name: David James
Address: 315 Court Street, Clearwater, Florida 33756

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

County Office: 315 Court Street, Clearwater, Florida 33756
Name: David James
Address: 315 Court Street, Clearwater, Florida 3375

APPENDIX E

TIER 1 HELP DESK AUTHORIZED INDIVIDUALS

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

1. Name: Michael Dawson
Address: 315 Court Street, Clearwater, Florida 33756
Phone: 727.464.4581
E-mail: mdawson@pinellascounty.org
2. Name: Carol Ginski
Address: 315 Court Street, Clearwater, Florida 33756
Phone: 727.464.5675
E-mail: cginski@pinellascounty.org
3. Name: Jason Griffin
Address: 315 Court Street, Clearwater, Florida 33756
Phone: 727.453.3613
E-mail: jgriffin@pinellascounty.org
4. Name: Curt Nielsen
Address: 315 Court Street, Clearwater, Florida 33756
Phone: 727.453.3397
E-mail: cnielsen@pcpao.org
5. Name: Lori Shearer
Address: 315 Court Street, Clearwater, Florida 33756
Phone: 727.464.3515
E-mail: lshearer@pcpao.org
6. Name: Jim Armstrong
Address: 315 Court Street, Clearwater, Florida 33756
Phone: 727.464.3831
E-mail: jarmstrong@pcpao.org

APPENDIX F

ELIGIBLE AGENCIES

1. Town of Belleair
2. City of Belleair Beach
3. City of Belleair Bluffs
4. Town of Belleair Shore
5. City of Clearwater
6. City of Dunedin
7. City of Gulfport
8. City of Indian Rocks Beach
9. Town of Indian Shores
10. Town of Kenneth City
11. City of Largo
12. City of Madeira Beach
13. Town of North Redington Beach
14. City of Oldsmar
15. City of Pinellas Park
16. Town of Redington Beach
17. Town of Redington Shores
18. City of Safety Harbor
19. City of St. Pete Beach
20. City of St. Petersburg
21. City of Seminole
22. City of South Pasadena
23. City of Tarpon Springs
24. City of Treasure Island
25. The Pinellas Suncoast Transit Authority
26. The Juvenile Welfare Board
27. The Pinellas County School Board

APPENDIX G

LICENSEE'S AUTHORIZED USERS

County includes those entities, governmental units, organizations, appointing authorities, officials, officers and employees of the entities listed herein and comprising County government, including the Board of County Commissioners and its current and future departments, boards, commissions, and agencies; the Pinellas County Clerk of the Circuit Court; the Pinellas County Property Appraiser; the Pinellas County Sheriff; the Pinellas County Supervisor of Elections; the Pinellas County Tax Collector; the Sixth Judicial Circuit, including the Courts, State Attorney and Public Defender; special districts, boards, commissions, committees, and agencies including the Educational Facilities Authority, Health Facilities Authority, Housing Finance Authority, Industrial Development Authority d/b/a the Economic Development Authority, Disaster Advisory Committee, Emergency Medical Services Advisory Council, Emergency Medical Services Authority, Fire Protection Authority, Medical Control Board, Affirmative Action Committee, Pinellas County Public Employees Relations Commission (PERC), Sheriff's Civil Service Board, Unified Personnel Board, Public Safety Coordinating Council, Substance Abuse Advisory Board, Health and Human Services Coordinating Council, Historical Commission, Historical Preservation Advisory Board, Parks & Conservation Resources Board, Board of Adjustment, Building Board of Examining, Adjustments and Appeals, Electrical Board for Examining, Adjustments and Appeals, Gas Board for Examining, Adjustments and Appeals, Local Planning Agency, Metropolitan Planning Organization, Plumbing and Mechanical Board for Examining, Adjustments and Appeals, Swimming Pool Board for Examining, Adjustments and Appeals, Business Technology Services Board, Election Canvassing Board, Noise Abatement Task Force, Pre-Qualification Committee, Solid Waste Technical Management Committee, Tourist Development Council, Tampa Bay 211, Sunstar; and any successor, merged or replacement entities, governmental units, organizations, appointing authorities, officials, officers, and employees of the foregoing.

APPENDIX H

ELIGIBLE AGENCY ACKNOWLEDGEMENT STATEMENT

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

ELIGIBLE AGENCY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri"), having an address at 380 New York Street, Redlands, CA 92373 and [___insert prior to signing ELA___] ("**County**"), have entered into an Enterprise License Agreement (ELA) identified as Agreement No. [insert ELA number here], for licensing certain Esri Software, Data, Web Services, and Documentation and for the provision of maintenance and [insert other items here if applicable]. Esri has authorized specific Eligible Agencies designated by the County to access and use Enterprise License Software during the term of the ELA. Use of the Enterprise License Software is subject to the terms of the License Agreement contained in the ELA and the additional requirements below. "Enterprise License Software" means the Software (including Data, Web Services and Documentation provided with the particular item) identified in Table A-1 and Table A-2 of Appendix A, Software and Deployment Schedule, of the ELA.

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

- (1) Beta licenses are not available during the term of the ELA. Therefore, Section 3.2, Beta License, of the General License Terms and Conditions—E200M in the License Agreement is prohibited from being used during the term of the ELA.
- (2) Section 3.4, Consultant Access, of the General License Terms and Conditions—E200M in the License Agreement is modified to add the following restriction: Access to and use of any Enterprise License Software is restricted to use by consultants and contractors for the sole benefit of Eligible Agency while (i) working on-site at Eligible Agency's facilities; (ii) remotely accessing or using Enterprise License Software from Eligible Agency's on-site computers or machines; or (iii) remotely accessing or using Enterprise License Software from a third party's computers or machines under contract to Eligible Agency. Eligible Agency shall require consultant or contractor to discontinue access to and use of Enterprise License Software upon completion of work for Eligible Agency.
- (3) Eligible Agency remains subject to US Export Control Regulation requirements as outlined in the License Agreement.
- (4) Transfer, redistribution, or assignment of Enterprise License Software to any third party without Esri's written permission is prohibited.
- (5) Use of the Enterprise License Software is restricted to use within < ___ County insert Eligible Agency country location ___ >.
- (6) During the term of the ELA, licenses Deployed by County may be terminated if County or Eligible Agency is in material breach.
- (7) Upon expiration of County ELA, the License Agreement will survive, and Eligible Agency may continue to use both the Enterprise License Software in accordance with the terms and conditions set forth in the License Agreement.

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

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

ACCEPTED AND AGREED:

(Eligible Agency)

Signature: _____

Printed Name: _____

Title: _____

Date: _____



MASTER LICENSE AGREEMENT

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

Agreement No. 2012MLA7527

This Master License Agreement ("License Agreement") is between the licensee printed below ("Licensee") and Environmental Systems Research Institute, Inc. ("Esri"). The License Agreement includes (i) this signature page, (ii) the General License Terms and Conditions, and (iii) the Exhibit 1 listed below. The parties acknowledge that they have read and understood this License Agreement and agree to be bound by the terms and conditions hereof.

This License Agreement may be executed in duplicate by the parties. An executed License Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by any party. Duplicates are valid and binding even if an original paper document bearing each party's original signature is not delivered. This License Agreement may also be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

This License Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements (including Esri Agreement No. 2006MLA999), understandings, and arrangements between the parties relating to such subject matter, and any terms on Licensee's purchase order. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by an authorized representative of each party.

ACCEPTED AND AGREED:

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners

By: Kenneth T. Welch
Authorized Signature

Printed Name: KENNETH T. WELCH

Title: VICE CHAIR

Date: 4-24-12

ATTEST:
KEN BURKE, CLERK OF THE CIRCUIT COURT

By: Kenneth D. Gray
Deputy Clerk

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)

By: Chris Johnson
Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Domestic Contracts

Date: April 12, 2012

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Chief Assistant County Attorney

Licensee Contact Information

Contact: David James

Telephone: 727-453-3626 (office), 727-259-9049 (cell)

Address: 315 Court Street

Fax: _____

City, State, ZIP: Clearwater, Florida 33756

E-mail: djames@pinellascounty.org

General License Terms and Conditions E200M

Esri Exhibit 1 E300



GENERAL LICENSE TERMS AND CONDITIONS
(E200M 04/19/2010)

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

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and
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8.4 In no event shall the indemnification set forth in this Article 8 apply to any Samples, Beta, or evaluation software delivered hereunder.

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

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Orders. Updates or released new Software, Data, Web Services, and Documentation may require additional or differing terms for use. New or updated Software, Data, Web Services, and Documentation shall be governed by the then-current Esri License Agreement terms and conditions (including Exhibit 1-Scope of Use), provided however that Articles 4, 6, 7, 8 and 9, and Sections 4.2, 6.1, 6.5, 6.6, 7.1, 8.2, 9.1, 9.3, & 9.10 as amended in this Agreement, shall apply to then-current versions of the General License Terms and Conditions (or Esri's License Agreement included with the deliverable). Updated versions of the license terms and conditions will be available on Esri's Web site, included with a quote, or included with the deliverable Software, Data, Web Services, or Documentation.

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9.3 Taxes and Fees, Shipping Charges. Except as otherwise provided for in the ELA, license fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

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

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

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**EXHIBIT 1
SCOPE OF USE
(E300 02/27/2012)**

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

The scope of use for the Software, Data, and Web Services identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Runtime (1, 15, 18, 33, 35, and 59)
- ArcGIS Runtime SDK (1, 15, 18, 33, 35, and 60)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS for INSPIRE (7, 8, 33, and 35)
 - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, and 35)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (1 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, and 45)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)
- Esri Business Analyst Server
 - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
 - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 36, 39, 40, and 45)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Business Analyst Server Developer (Canadian Edition) (3, 6, 25, 33, 35, 36, and 51)
- Esri CityEngine (either 1 or 2 and 44)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri File Geodatabase API (47)
- Esri Maps for IBM Cognos (5 and either 49 or 53)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Portal for ArcGIS (5, 6, 31, 33, 61, 62, and 63)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Esri Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)
- Esri Business Analyst Online Mobile (1, 6, 25, 33, 48, 56, 57, and 58)
- Esri Community Analyst (6, 25, 33, 48, 56, 57, and 58)
- Esri MapStudio (6, 25, 33, 34, 35, and 56)
- Esri Redistricting Online (6, 25, 33, 34, and 35)

Data

- Data with ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Business Analyst (Canadian Edition) Data (either 1 or 2 and 6, 21, 25, 33, 36, and 45)
- Esri Business Analyst Data (either 1 or 2 and 21, 25, 33, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) Data (either 3, 4, or 5 and 21, 25, 33, 36, and 45)
- Esri Business Analyst Server Data (either 3, 4, or 5 and 21, 25, 33, 45, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook•America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

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**ENTERPRISE ADVANTAGE PROGRAM (EAP)
ENTERPRISE LICENSE AGREEMENT (ELA)
ADDENDUM (E125M-ELA)**

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

EAP Agreement No. 2011EAP7527

This Enterprise Advantage Program (EAP) Enterprise License Agreement (ELA) Addendum is composed of this page and the related Terms and Conditions contained in Articles 1 through 12 below. This EAP ELA Addendum adds additional terms and conditions to the ELA with respect to the EAP.

Esri offers an Enterprise Advantage Program to Licensees that are implementing or have implemented a geographic information system (GIS) enterprise solution based on Esri technology. Licensee agrees to contract with Esri for and Esri agrees to provide Licensee with certain enhanced consulting services, training, and support available under the Enterprise Advantage Program for the authorized Licensee location as described herein. The Enterprise Advantage Program is not designed for Esri to provide project-specific professional services (e.g., application or database development for solutions or applications).

All Licensee contact regarding EAP activities shall be through the point of contact identified below.

**Authorized EAP Contact Information
(to be completed by Licensee)**

Contact: David James

Telephone: 727-453-3626 (office), 727-259-9049 (cell)

Address: 315 Court Street

Fax: _____

City, State, ZIP: Clearwater, Florida 33756

E-mail: djames@pinellascounty.org

This EAP ELA Addendum supersedes any previous agreements or understandings related to the Enterprise Advantage Program. All other terms and conditions of the ELA and any preceding addenda will remain in full force and effect.

ARTICLE 1—DEFINITIONS

Capitalized terms that have not been defined in this EAP ELA Addendum 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, Web Services, 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 ELA Addendum.

"PSS" means Premium Support Services.

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

"Term" means the initial term of this EAP ELA Addendum.

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

ARTICLE 2—ENTERPRISE ADVANTAGE PROGRAM

2.1 Enterprise Advantage Program Description. The Enterprise Advantage Program 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 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 ELA Addendum. 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 Credit 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 Limited	15 credits = 5 Incidents
Annual Premium Support Limited	22 credits = 10 Incidents
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

Note: Offerings above may be added or removed from time to time in conformance with the EAP requirements.

- (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 ELA Addendum expires (exclusive of termination for default), any unused credits will expire six (6) months after the expiration of this EAP ELA Addendum; 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. *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.
- b. *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.
- c. *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.
- d. *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 shall be applicable to all Licensee course participants and for all of Esri's Software, Data, Web 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 ELA Addendum.

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. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT THE ENTERPRISE ADVANTAGE PROGRAM OR ANY WORK PRODUCT PROVIDED HEREUNDER WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. WORK PRODUCT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

ARTICLE 5—LIMITATION OF LIABILITY

5.1 Disclaimer of Certain Types of Liability. ESRI IS NOT LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS EAP ELA ADDENDUM OR USE OF THE WORK PRODUCT, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

5.2 General Limitation of Liability. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER FOR DIRECT DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE EAP PROGRAM.

5.3 Applicability of Disclaimers and Limitations. The parties agree that Esri has set its prices and entered into this EAP ELA Addendum in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk

between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 6—COMPENSATION

6.1 The fees for the initial term of the EAP are included in the ELA Fees. 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 forty-five (45) calendar days of receipt of invoice, in accordance with Section 218.70 et seq., Florida Statutes, the "Florida Local Government Prompt Payment Act."

6.2 Pricing for new or additional Esri service offerings will be in accordance with Esri's most current price schedule at the time of purchase.

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.

ARTICLE 7—TERM AND TERMINATION

7.1 The Term of this EAP ELA Addendum shall run concurrent with the term of the ELA.

7.2 Either party may elect not to renew the EAP ELA Addendum for its sole convenience at the end of any term upon thirty (30) days' written notice to the other party, in which event the EAP shall expire.

7.3 Either party may terminate this EAP ELA Addendum for a material breach that is not cured within ten (10) days after written notice to the other party or for bankruptcy or insolvency of the other party.

7.4 Upon termination or expiration of this EAP ELA Addendum

- a. Except when termination results from nonrenewal, 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 ELA Addendum.
- 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.

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 ELA Addendum. 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 ELA Addendum. Within sixty (60) days of termination of this EAP ELA Addendum, 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 ELA Addendum 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 ELA Addendum 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 Addendum 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 (P.L. 106-102) (15 U.S.C. 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 ELA Addendum.

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 ELA Addendum.

9.3 Premium Support Description. PSS shall provide (1) a designated Premium Support Coordinator ("PSC"), (2) limited or 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 ELA Addendum 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 Standard 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.

The number of Incidents a Licensee may open is dependent on the number of Premium Support Incidents purchased, that is, either unlimited, limited to five (5), or limited to ten (10) Incidents. Unused Incidents purchased as a block of five (5) or ten (10) Incidents will carry over in the case of a renewal of the EAP.

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.
- 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 Addendum. 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 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 ELA Addendum, 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 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 Addendum 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.

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, 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 ELA Addendum and shall take other necessary steps to protect Esri's or its licensor's intellectual property rights.

12.2 Nonsolicitation of Contractor Personnel. Licensee shall not solicit for hire any Esri employee who is associated with efforts called for under this EAP ELA Addendum during the term and for a period of one (1) year thereafter. In the event the foregoing provision is breached, Licensee shall pay Esri liquidated damages for recruiting and training costs equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision.

12.3 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release Software, Data, Web Services, or Documentation, in whole or in part, to (i) any US embargoed country (or to a national or resident of any US embargoed country); (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity where such export or reexport violates any US export control laws or regulations including, but not limited to, the terms of any export license or license exemption and any amendments and supplemental additions to US export laws as they may occur from time to time.