



DU PAGE COUNTY

Technology Committee

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, December 2, 2025

11:00 AM

Room 3500B

1. CALL TO ORDER

11:00 AM meeting was called to order by Chair Covert at 11:00 AM.

2. ROLL CALL

Conor McCarthy was present as a representative for Bob Berlin, State's Attorney.
Guillermo Franco was present as a representative for Liz Chaplin, County Recorder.
Chad Pierce was present as a representative for Jean Kaczmarek, County Clerk.
Paul Hinds was present as a representative for Gwen Henry, County Treasurer.

PRESENT	Berlin, Chaplin, Childress, Covert, Eckhoff, Henry, Kaczmarek, Martinez, and White
ABSENT	Lukas, and Yoo
REMOTE	Galassi

3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

Chair Covert made the following remarks:

I want to thank Jim Watson, a senior mainframe programmer in our IT department, for all his efforts on the mainframe shutdown project, especially as he approaches his retirement this Friday. He has dedicated over 38 years to serving DuPage County with skill, commitment, and a friendly attitude. Jim considered retiring earlier, but chose to stay until the mainframe was fully shut down-an act of genuine dedication as a public servant. Thank you so much, Jim.

As a reminder, the IT department will host Insights & Innovations Day in DuPage County on Wednesday, December 17, at the 421-building auditorium. The DuPage I&I (Insights & Innovations) event aims to bring together municipal, county, and state leaders to explore practical, forward-looking solutions through technology, focusing on AI, automation, intranet updates, and community engagement. Please register if you are interested in participating.

MOTION TO ALLOW FOR REMOTE PARTICIPATION

Member Childress moved, seconded by Member White, to allow remote participation. All ayes. Motion carried.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-2903](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, November 18, 2025

Attachments: [2025-11-18 Technology Minutes](#)

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Bill White

6. INTERGOVERNMENTAL AGREEMENTS

6.A. [TE-R-0004-25](#)

Intergovernmental Agreement between the County of DuPage ("County") and the Tri-State Fire Protection District ("District") to permit County staff to perform GIS services.

Attachments: [GIS - Tri-State Fire Protection District Shared Svcs IGA - Exhibit A](#)
[GIS - Tri-State Fire Protection District Shared Svcs IGA - Scope](#)
[GIS - Tri-State Fire Protection District Shared Svcs IGA - Scope Attachment A](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Bill White

7. PROCUREMENT REQUISITIONS

7.A. [TE-P-0026-25](#)

Recommendation for the approval of a contract purchase order to Environmental Systems Research Institute, Inc. (ESRI), for professional services for GIS support and training for the ESRI Enterprise Advantage Program, for Information Technology - GIS Division, for the period of January 17, 2026 through January 16, 2027, for a contract total amount of \$119,400. Exempt from bidding per 55 ILCS 5/5-1022(c) not suitable for competitive bids - Sole Source. This product and service is only available from the provider, ESRI, Inc.

Attachments: [ESRI \(EEAP\) - PRCC 2026](#)
[ESRI \(EEAP\) - Quote # Q-561279](#)
[ESRI \(EEAP\) - Advantage Program Agreement](#)
[ESRI \(EEAP\) - Master Agreement](#)
[ESRI \(EEAP\) - Product-Specific Terms of Use](#)
[ESRI \(EEAP\) - Sole Source Letter](#)
[ESRI \(EEAP\) - VED](#)

RESULT:	APPROVED AND SENT TO FINANCE
----------------	------------------------------

MOVER:	Michael Childress
SECONDER:	Bill White

8. INFORMATIONAL ITEMS

8.A. [25-2863](#)

Recommendation for the approval of a contract issued to Carahsoft Technology Corporation, to provide five (5) OpenRoads Designer SELECT license renewals/subscriptions, for the Division of Transportation, for the period of December 1, 2025 through November 30, 2026, for a contract total amount not to exceed \$17,375. Per 55 ILCS 5/5-1022(d) exempt from bidding - IT/Telecom purchases which do not exceed \$35,000.

Attachments: [Carahsoft Checklist](#)
 [Carahsoft Invoice](#)
 [Carasoft Vendor Ethics](#)

RESULT:	INFORMATION RECEIVED AND PLACED ON FILE
MOVER:	Michael Childress
SECONDER:	Bill White

8.B. [25-2895](#)

Recommendation for the approval of a contract to Brightly Software, Inc., for Maintenance Edge (Help Desk – formerly Facility Dude) and Connect Authenticate software licensing, for Facilities Management, for the period of December 1, 2025 through November 30, 2026, for a total contract amount not to exceed \$23,613.50, per quote #449789. Contract let pursuant to the Intergovernmental Cooperation Act (OMNIA Contract #R210702).

Attachments: [Brightly Software Inc. - PRCC.pdf](#)
 [Brightly Software, Inc. - Quote #449789.pdf](#)
 [OMNIA Partners Contact #R210702_Redacted.pdf](#)
 [Brightly Software, Inc. - VE_Redacted](#)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Michael Childress
SECONDER:	Bill White

9. IT PROJECT UPDATES

[26-0032](#)

IT Project Updates

Attachments: [DuPage County Tech Committee Project Updates](#)

RESULT: PRESENTED

- 10. OLD BUSINESS
- 11. NEW BUSINESS
- 12. ADJOURNMENT



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-2903

Agenda Date: 12/2/2025

Agenda #: 5.A.



DU PAGE COUNTY

Technology Committee

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, November 18, 2025

11:00 AM

Room 3500B

1. CALL TO ORDER

11:00 AM meeting was called to order by Chair Covert at 11:00 AM.

2. ROLL CALL

Conor McCarthy was present as a representative for Bob Berlin, State's Attorney.
Guillermo Franco was present as a representative for Liz Chaplin, County Recorder.
Chad Pierce was present as a representative for Jean Kaczmarek, County Clerk.
Evelyn Peters was present as a representative for Bill White, County Auditor.

PRESENT	Berlin, Chaplin, Childress, Covert, Eckhoff, Henry, Kaczmarek, Martinez, White, and Yoo
ABSENT	Galassi, and Lukas

3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-2774](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, November 4, 2025

Attachments: [2025-11-04 Technology Minutes \(summary\).pdf](#)

RESULT:	APPROVED
MOVER:	Sadia Covert
SECONDER:	Michael Childress

6. PROCUREMENT REQUISITIONS

6.A. [TE-P-0025-25](#)

Recommendation for the approval of a contract purchase order to CDW Government, Inc., for the procurement of service and support for the DuPage County Network, for Information Technology, for the period of December 6, 2025 through November 30, 2026, for a total contract amount of \$91,045.70, per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" -

Sourcewell contract #121923-CDW.

Attachments: [CDW - PRCC](#)
 [CDW - Quote #PRCP521](#)
 [CDW - Sourcewell State of IL #R-257160](#)
 [CDW - VED](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Yeena Yoo
SECONDER:	Michael Childress

7. EXECUTIVE SESSION

A motion was made by Member McCarthy and seconded by Member Yoo that pursuant to Open Meetings Act 5 ILCS 120/2 (c) (8), the Committee move into Executive Session for the purpose of discussing Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property at 11:03 AM.

A motion was made by Chair Covert and seconded by Member Childress to adjourn Executive Session into Regular Session at 11:07 AM. The motion carried on roll call, all “ayes”. Members Galassi and Lukas were absent.

RESULT:	ENTER INTO EXECUTIVE SESSION
MOVER:	Robert Berlin
SECONDER:	Yeena Yoo

8. INFORMATIONAL ITEMS

8.A. [25-2797](#)

Recommendation for the approval of a contract purchase order issued to CDW Government, Inc., for a 1-year subscription via Cloud Solutions to Provider (CSP) Agreement for the cost of thirty Microsoft 365 GS Licenses and thirty Intune Remote Help Licenses, for the Workforce Development Division, for the period of January 1, 2026 through December 31, 2026, for a contract total amount not to exceed \$20,280. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2.

Attachments: [CDW Government, Inc. PRCC](#)
 [Quote CSP PQLN446](#)
 [State of Ill CDW-G Microsoft ELA 3G Power Apps](#)
 [Amendment_Redacted](#)
 [Vendor Ethics_redacted](#)

RESULT:	INFORMATION RECEIVED AND PLACED ON FILE
----------------	---

MOVER:	Michael Childress
SECONDER:	Yeena Yoo

9. OLD BUSINESS

No old business was discussed.

10. NEW BUSINESS

Member Yoo discussed the upcoming DuPage Innovations event and asked what time it begins. Mr. McPhearson said it is on December 17th and he will confirm the time. Chair Covert asked staff to send an email to the committee with the event information.

11. ADJOURNMENT

With no further business, the meeting was adjourned.



Technology Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: TE-R-0004-25

Agenda Date: 12/2/2025

Agenda #: 6.A.

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TRI-STATE FIRE PROTECTION DISTRICT
AND THE COUNTY OF DU PAGE FOR
THE PERFORMANCE OF GIS SERVICES

WHEREAS, the County of DuPage (“County”) and the Tri-State Fire Protection District (“District”) desire to enter into an Intergovernmental Agreement; and

WHEREAS, the District and the County are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act as specified in 5 ILCS 220/1, et seq. as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the Illinois Constitution include fostering cooperation among governmental bodies; and

WHEREAS, the County and District have entered into an intergovernmental agreement (“Agreement”) for the performance of GIS services, as specified in the Agreement attached hereto as Exhibit A; and

WHEREAS, the Technology Committee has received and recommends approval of the attached Agreement by the DuPage County Board.

NOW, THEREFORE BE IT RESOLVED, by the DuPage County Board, that the attached Agreement between the District and the County is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the County; and

BE IT FURTHER RESOLVED, that the County Clerk be directed to transmit certified copies of this Resolution and attached Agreement to: (1) the Tri-State Fire Protection District, Attention Chief Patrick Brenn; and (2) Conor McCarthy, DuPage County State’s Attorney’s Office.

Enacted and approved this 9th day of December, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**Intergovernmental Agreement (Tri-State FPD/DuPage County)
GIS Services**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the County of DuPage (“County”), Illinois, a body corporate and politic and the Tri-State Fire Protection District, (“District”) is a fire protection district established pursuant to 70 ILCS 705 (collectively “the Parties”).

Recitals

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/ *et. seq*) authorize units of local government, including counties and fire protection districts, to contract or otherwise associate among themselves in any manner not prohibited by law and to jointly exercise any power, privilege or authority conferred upon them by law; and

WHEREAS, the County has staff with exceptional skill and expertise in the area of GIS data organization and development of views, groups, and applications; and

WHEREAS, the Parties have entered into this Agreement to conserve resources, reduce costs, and to improve the efficiency and economy of the District; and

WHEREAS, this Agreement permits the County to create various mapping, statistical, and demographic layers for the District, and

WHEREAS, this IGA eliminates duplication of effort, and facilitates the sharing of expertise and data, and provides low-cost services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

Part 1 – Incorporation of the Recitals & Definitions

Section 1.1 – Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this IGA.

Section 1.2 – Definitions.

- A. “County” or “The County” shall refer to the County of DuPage.
- B. “District” or “The District” shall refer to the Tri-State Fire Protection District.

Part 2 – Obligations of the County

Section 2.1 – Generally. The County, by and through its information technology department, shall apply certain hosted feature layers, including but not limited to demographics, school locations, critical infrastructure, transportation, hydrant locations, drive times, incidents/hotspots, and zoning layers.

Section 2.2 – Scope of Work. The Scope of Work Memorandum is hereby attached and incorporated into this agreement by reference as Exhibit A. Where there are any differences between the terms of this Agreement and the terms of the Scope of Work, the Scope of Work shall control.

Section 2.3 – No Further Obligations. The County shall have no further obligations under this IGA, beyond providing the services listed in Section 2.1.

Part 3 – Obligations of the District

Section 3.1- Generally. The District shall cooperate with the County in all aspects of the data collection, input, and analysis, including making data or files accessible to the County.

Section 3.2 – Payment

The District agrees to reimburse the County for the staff time involving the services provided under this agreement at the hourly work rate of \$77.69 per hour. The District agrees to reimburse the County for ArcGIS credits necessary to run the required geoprocessing routines at a rate of \$120 per block of 1000 credits. If any work rate is modified, the County shall notify the District prior to the change and offer the opportunity to cancel this Intergovernmental Agreement. If the credits usage or staff time estimates listed in the scope of work approach or exceed the limits listed in the Scope of Work, the County shall notify the District for approval of the additional expenses.

Part 4- Misc. Provisions

Section 4.1 - No Joint Venture. This IGA shall not be construed in such a way that either party is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The Parties shall not have the authority to enter into any other Agreement, or to assume any liability, on behalf of the other party, or to bind or commit the other party in any manner, except as expressly provided herein.

Section 4.2 - Entire Agreement. This IGA constitutes the entire Agreement of the Parties with respect to the subject matter hereof and supersedes all other prior and contemporary Agreements, understandings, representations, negotiations, and commitments between the Parties with respect to the subject matter hereof.

Section 4.3 – Representations. Each party represents that it has the authority to enter into this IGA and undertake the duties and obligations contemplated by this IGA and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this IGA.

Section 4.4 – Unenforceable Provisions/ Severability. In the event that any provision of this Agreement held to be unenforceable by any court or tribunal having jurisdiction over the Parties and, or, subject matter, the Parties agree that all other provisions of this IGA continue to have their full force and effect and shall not be affected thereby.

Section 4.5 - Damages Limitation. In the event of a breach of this IGA by the County, District shall be entitled to no consequential damages. The District may only recover, at most, the total cost of the services involved in the breach.

Part 5 – Term

Section 5.1. – Term of Agreement. This IGA shall become effective upon ratification by the Parties' respective corporate authority and shall remain in effect until or unless terminated in accordance with Section 5.2, or upon material renegotiation.

Section 5.2 – Termination of Agreement. Either Party may cancel this IGA at any time upon thirty (30) day's written notice of such, authorized by the corporate authorities of the cancelling Party, directed to the presiding officer. The District may terminate within fourteen (14) days of any change in the County's work rate, upon written notice of such, authorized by the corporate authorities of the cancelling party and directed to the presiding officer.

Section 5.3 – Termination by Operation of Law. This IGA shall cease to be effective upon the enactment of any federal or state statute, rule, or regulation that materially impairs the ability of one or both parties to perform their obligations under the IGA.

WHEREFORE, the Parties have signed and executed this IGA as of the date written below in the County of DuPage, State of Illinois.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

COUNTY OF DUPAGE:

**TRI-STATE
FIRE PROTECTION DISTRICT:**

Deborah Conroy
DuPage County Board Chair

Attest: _____
Jean Kaczmarek
DuPage County Clerk

Date: _____

Attest: _____

Date: _____

Memo

To: Chief Patrick Brenn (Tri-State Fire Protection District)

From: Tom Ricker (DuPage County GIS)

cc:

Date: November 7, 2025

Re: Scope of Work, Time & Pricing for GIS Shared Services

Please find below the project summary, scope of work along with time and pricing we discussed concerning the GIS shared services.

GIS Application & Support Services:

The Tri-State Fire Protection District has requested that DuPage County GIS provide pricing for shared GIS services. The following outlines the scope of work required to complete these services. The compiled GIS spatial data layers will support the district's upcoming Community Risk Assessment (CRA) and Standards of Cover (SOC) reports. Some of the key services and layers to be provided include:

- Mapping provided call data based on XY coordinates contained in data.
- Producing approximately 82 map sets (1 district wide and X number of still district maps).
- Compiling appropriate demographic data at still district, district, and municipal levels.
- Completing advanced spatial analytics: drive times, location allocation, closest site, etc. for each still district.
- Analyzing station drive time coverages, call data, and existing still district boundaries.

List of Maps, Table, and Demographics data for this service listed in **Attachment A**

The time for the above services will be billed by the hour and will not exceed 60 hours. If additional hours are necessary for extra layer creation, the county GIS division will notify and request approval by the Tri-State Fire Protection District for any additional hours.

To run the required geoprocessing routines for this service, we will utilize DuPage County's ArcGIS Online Organizational Account. These routines consume ArcGIS credits, and we estimate the total usage will not exceed 3,000 credits. If credit usage approaches or exceeds this limit, we will notify Tri-State Fire Protection District and request approval for additional allocation.

Hours and Reimbursement Charges:

DATE	STAFF	DESCRIPTION	HOURS	Credits	RATE	AMOUNT
10/30/2025	Kevin Piraino	GIS Geoprocessing Services for Dynamic Still District Creation	60		\$ 77.69	\$ 4,661.40
		ArcGIS Online 1000 Credit Block Needed for GeoProcessing		3	\$ 120.00	\$ 360.00
		TOTAL	60			\$ 5,021.40
		* Reoccurring Service (Hourly Rate Could be Scheduled for Change)				

The above rate is based on a specific county GIS staff work rate and could be subject to change. If changes in the work rate does occur, DuPage GIS will notify the Tri-State Fire Protection District prior to the change.

Attachment A:

Maps

Map Name	District Wide	Per Still District
Zoning - Polygons	Yes	Yes
Zoning - Building Footprints	Yes	Yes
Fire risk scoring	Yes	Yes
EMS risk concentration	Yes	Yes
Custom Planning zones - building size	Yes	Yes
Custom Planning zones - zoning types	Yes	Yes
Custom Planning zones - estimate pop.	Yes	Yes
Visual overlays tied to Top Ten T's risk classification framework	Yes	Yes
Transportation	Yes	No
Rivers	Yes	No
Municipality	Yes	No
All Calls	Yes	Yes
All Calls heatmap	Yes	Yes
100 Calls	Yes	Yes
100 Calls Heatmap	Yes	Yes
100 Calls Heatmap + 4min drive time	Yes	No
200 Calls	Yes	Yes
200 Calls Heatmap	Yes	Yes
200 Calls Heatmap + 4min drive time	Yes	No
300 Rescue Calls	Yes	Yes
300 Rescue Calls Heatmap	Yes	Yes
300 Rescue Calls Heatmap + 4min drive time	Yes	No
300 EMS Calls	Yes	Yes
300 EMS Calls Heatmap	Yes	Yes
300 EMS Calls Heatmap + 4min drive time	Yes	No
400 Calls	Yes	Yes

400 Calls Heatmap	Yes	Yes
400 Calls Heatmap + 4min drive time	Yes	No
500 Calls	Yes	Yes
500 Calls Heatmap	Yes	Yes
500 Calls Heatmap + 4min drive time	Yes	No
600 Calls	Yes	Yes
600 Calls Heatmap	Yes	Yes
600 Calls Heatmap + 4min drive time	Yes	No
700 Calls	Yes	Yes
700 Calls Heatmap	Yes	Yes
700 Calls Heatmap + 4min drive time	Yes	No
800 Calls	Yes	Yes
800 Calls Heatmap	Yes	Yes
800 Calls Heatmap + 4min drive time	Yes	No
900 Calls	Yes	Yes
900 Calls Heatmap	Yes	Yes
900 Calls Heatmap + 4min drive time	Yes	No
All Calls - NFIRS breakdown	Yes	Yes
All Calls Heatmap + 4min drive time	Yes	No
All Calls AM	Yes	No
All Calls AM heatmap	Yes	No
All Calls PM	Yes	No
All Calls PM heatmap	Yes	No
3–5 year rolling averages for trend stability	Yes	Yes
Drive Time 1 - 12 min	Yes	Yes
Drive Time 1 - 12 min - street	Yes	Yes
Drive Time 4 - 8 min	Yes	Yes
Floodplain 100yr	Yes	No
Floodplain 500yr	Yes	No
Hydrants	Yes	Yes

ISO-rated water supply areas	Yes	No
Draft water sources (if any)	Yes	No
Critical Infrastructure	Yes	Yes
Pop. Under 5 - 2023	Yes	Yes
Pop. Over 65 - 2023	Yes	Yes
Pop. Under 5 - 2018	Yes	Yes
Pop. Over 65 - 2018	Yes	Yes
Total Pop. - 2023	Yes	Yes
Total Pop. - 2018	Yes	Yes
Daytime vs. nighttime population shifts	Yes	Yes
Socioeconomic overlays	Yes	Yes
Schools	Yes	No
Still Districts	Yes	No
Adjacent Fire Stations	Yes	Yes - all immediately adjacent stations
MABAS	Yes	No
Location Allocation	Yes	No
Response Districts	Yes	No
Station 8 min drive time overlaps	Yes	No
Legislative / political districts	Yes	No
Station Locations	Yes	Yes
First-due vs. second-due	Yes	Yes
Concurrent call analysis	Yes	Yes
Travel-time based reliability mapping	Yes	Yes

Mapping of incidents involving mutual and auto-aid	Yes	No
Aid given vs. aid received comparison	Yes	No
Border drops and coverage gaps	Yes	No

TABLES:

Name	District Wide	Per Still District
Calls within station 8min overlaps	Table	Table
Call coverage	table	table
Call coverage	table	table
Call breakdown by NFIRS	Table	Table
Call breakdown by time of day	Table	Table
Structure counts (zoning)	Table	table
Demographic breakdown by municipality	Table	Table
Station Coverage	Table	Table

Demographic Data and Geography:

Name	Geography
2023 Total Population	Municipality
2023 Total Households	Municipality
2023 Owner Occupied HUs	Municipality
2023 Total Housing Units	Municipality
2023 Median Home Value	Municipality
2023 HH Income <\$15000	Municipality
2023 Average Household Size	Municipality
2023 White Population	Municipality
2023 Black Population	Municipality
2023 Asian Population	Municipality
2023 Hispanic Population	Municipality
2023 Population Age 0-4	Municipality
2023 Population Over 65	Municipality
2023 Population Age 65-69	Municipality
2023 Population Age 70-74	Municipality
2023 Population Age 75-79	Municipality
2023 Population Age 80-84	Municipality
2023 Population Age 85+	Municipality
2023 Median Age	Municipality
% Owner Occupied Homes	Municipality
% of HHs W/ Income <15K	Municipality
% White Pop. of Total	Municipality
% Black Pop. of Total	Municipality
% Asian Pop. of Total	Municipality
% Hispanic Pop. of Total	Municipality
% Pop. < 5 (age)	Municipality
% Pop. > 65 (age)	Municipality
2023 Total Population	District
2023 Total Households	District
2023 Owner Occupied HUs	District
2023 Total Housing Units	District
2023 Median Home Value	District
2023 HH Income <\$15000	District
2023 Average Household Size	District
2023 White Population	District
2023 Black Population	District
2023 Asian Population	District
2023 Hispanic Population	District
2023 Population Age 0-4	District
2023 Population Age 5-9	District

2023 Population Age 10-14	District
2023 Population Age 15-19	District
2023 Population Age 20-24	District
2023 Population Age 25-29	District
2023 Population Age 30-34	District
2023 Population Age 35-39	District
2023 Population Age 40-44	District
2023 Population Age 45-49	District
2023 Population Age 50-54	District
2023 Population Age 55-59	District
2023 Population Age 60-64	District
2023 Population Age 65-69	District
2023 Population Age 70-74	District
2023 Population Age 75-79	District
2023 Population Age 80-84	District
2023 Population Age 85+	District
2023 Median Age	District
% Owner Occupied Homes	District
% of HHs W/ Income <15K	District
% White Pop. of Total	District
% Black Pop. of Total	District
% Asian Pop. of Total	District
% Hispanic Pop. of Total	District
% Pop. < 5 (age)	District
% Pop. > 65 (age)	District
2023 Male Population	District
2023 Males Age 0-4	District
2023 Males Age 5-9	District
2023 Males Age 10-14	District
2023 Males Age 15-19	District
2023 Males Age 20-24	District
2023 Males Age 25-29	District
2023 Males Age 30-34	District
2023 Males Age 35-39	District
2023 Males Age 40-44	District
2023 Males Age 45-49	District
2023 Males Age 50-54	District
2023 Males Age 55-59	District
2023 Males Age 60-64	District
2023 Males Age 65-69	District
2023 Males Age 70-74	District
2023 Males Age 75-79	District

2023 Males Age 80-84	District
2023 Males Age 85+	District
2023 Female Population	District
2023 Females Age 0-4	District
2023 Females Age 5-9	District
2023 Females Age 10-14	District
2023 Females Age 15-19	District
2023 Females Age 20-24	District
2023 Females Age 25-29	District
2023 Females Age 30-34	District
2023 Females Age 35-39	District
2023 Females Age 40-44	District
2023 Females Age 45-49	District
2023 Females Age 50-54	District
2023 Females Age 55-59	District
2023 Females Age 60-64	District
2023 Females Age 65-69	District
2023 Females Age 70-74	District
2023 Females Age 75-79	District
2023 Females Age 80-84	District
2023 Females Age 85+	District
2023 Pop Age 15+: Married	District
% of Total Pop. Married	District
Total Pop. Speaks Only English	District
% of Total Pop. Speaks Only English	District
2023 Total Population	Still Districts
2023 Total Households	Still Districts
2023 Total Housing Units	Still Districts
2023 Owner Occupied HUs	Still Districts
% of Total HUs Owner Occupied	Still Districts
2023 Median Home Value	Still Districts
2023 HH Income <15k	Still Districts
% of Total HHs w/ Income < 15k	Still Districts
2023 Avg. HH Size	Still Districts
2023 White Population	Still Districts
2023 Black Population	Still Districts
2023 Asian Population	Still Districts
2023 Median Age	Still Districts
2023 Hispanic Population	Still Districts
2023 Population Age 0-4	Still Districts
2023 Population Age 5-9	Still Districts
2023 Population Age 10-14	Still Districts

2023 Population Age 15-19	Still Districts
2023 Population Age 20-24	Still Districts
2023 Population Age 25-29	Still Districts
2023 Population Age 30-34	Still Districts
2023 Population Age 35-39	Still Districts
2023 Population Age 40-44	Still Districts
2023 Population Age 45-49	Still Districts
2023 Population Age 50-54	Still Districts
2023 Population Age 55-59	Still Districts
2023 Population Age 60-64	Still Districts
2023 Population Age 65-69	Still Districts
2023 Population Age 70-74	Still Districts
2023 Population Age 75-79	Still Districts
2023 Population Age 80-84	Still Districts
2023 Population Age 85+	Still Districts
2023 Pop Age 15+: Married	Still Districts
% of Total Pop. Married	Still Districts
Total Pop. Speaks Only English	Still Districts
% of Total Pop. Speaks Only English	Still Districts
Total Pop. Speaks No English	Still Districts
% of Total Pop. Speaks No English	Still Districts
Daytime population	Still Districts
Nighttime population	Still Districts



Technology Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: TE-P-0026-25

Agenda Date: 12/2/2025

Agenda #: 7.A.

AWARDING RESOLUTION ISSUED TO
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI) INC.
FOR SUPPORT AND TRAINING
FOR THE ESRI ENTERPRISE ADVANTAGE PROGRAM
FOR INFORMATION TECHNOLOGY - GIS DIVISION
(CONTRACT TOTAL NOT TO EXCEED \$119,400.00)

WHEREAS, a sole source quotation has been obtained in accordance with 55 ILCS 5/5-1022 and County Board policy; and

WHEREAS, the County is authorized to enter into a Sole Source Agreement pursuant to Section 2-350 of the DuPage County Procurement Ordinance; and

WHEREAS, based upon supporting documentation provided by the using Department, the Chief Procurement Officer has determined that it is not feasible to secure bids or that there is only one source for the required goods or services, and/or has determined that it is in the best interests of the County to consider only one supplier who has previous expertise relative to the subject procurement; and

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Technology Committee recommends County Board approval for the issuance of a contract to Environmental Systems Research Institute (ESRI) Inc., for professional services for GIS support and training for the ESRI Enterprise Advantage Program, for the period of January 17, 2026 through January 16, 2027, for Information Technology - GIS Division.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for professional services for GIS support and training for the ESRI Enterprise Advantage Program, for the period of January 17, 2026 through January 16, 2027 for Information Technology - GIS Division, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Environmental Systems Research Institute, Inc., 380 New York Street, Redlands, CA 92373, for a contract total amount not to exceed \$119,400.00. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - the utility network from ESRI is a proprietary database schema along with proprietary tools to maintain set data.)

Enacted and approved this 9th day of December, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2726	RFP, BID, QUOTE OR RENEWAL #: Q-561279	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$119,400.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/18/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$119,400.00
	CURRENT TERM TOTAL COST: \$119,400.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Environmental Systems Research Institute, Inc. (ESRI)	VENDOR #: 10337	DEPT: IT - GIS Division	DEPT CONTACT NAME: Tom Ricker
VENDOR CONTACT: Ryan Sellman	VENDOR CONTACT PHONE: 614-933-8698 x5508	DEPT CONTACT PHONE #: 630-407-5062	DEPT CONTACT EMAIL: tom.ricker@dupagecounty.gov
VENDOR CONTACT EMAIL: RSellman@esri.com	VENDOR WEBSITE: www.esri.com	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). This work will encompass professional services and training to implement the county utility data into the ArcGIS Utility Network as well as an ArcServer Upgrade, AI Machine Learning, and further ArcGIS Enterprise Implementation			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished ESRI technical staff will be available and working alongside County GIS staff in the migration of utility (Water & Sewer) GIS datasets into the Utility Network, set up machine learning AI, perform an ArcServer Upgrade and other professional services.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF ITEMS THAT ARE COMPATIBLE WITH EXISTING EQUIPMENT, INVENTORY, SYSTEMS, PROGRAMS OR SE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. The utility network is a proprietary data schema from ESRI along with the AI Models and support for ArcGIS Enterprise
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. N/A - The utility network from ESRI is a proprietary database schema along with proprietary tools to maintain set data. ArcGIS Enterprise is supported by ESRI.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. N/A - The utility network from ESRI is a proprietary database schema along with proprietary tools to maintain set data. ArcGIS Enterprise is supported by ESRI.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Environmental Systems Research Institute, Inc. (ESRI)	Vendor#: 10337	Dept: IT	Division: GIS
Attn: Ryan Sellman	Email: rsellman@esri.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 380 New York St.	City: Redlands	Address: 421 N. County Farm Road	City: Wheaton
State: CA	Zip: 92373-8100	State: IL	Zip: 60187
Phone: 614-933-8698 x5508	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Environmental Systems Research Institute, Inc. (ESRI)	Vendor#: 10337	Dept: IT	Division: GIS
Attn:	Email: rsellman@esri.com	Attn: Tom Ricker	Email: Tom.Ricker@dupagecounty.gov
Address: 380 New York St.	City: Redlands	Address: 421 N. County Farm Road	City: Wheaton
State: CA	Zip: 92373-8100	State: IL	Zip: 60187
Phone: 614-933-8698 x5508	Fax:	Phone: 630-407-5062	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 17, 2026	Contract End Date (PO25): Jan 16, 2027

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		ESRI Enterprise Advantage Program (EEAP) Annual Subscription	FY26	1100	2900	53020		119,400.00	119,400.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 119,400.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki and Tom Ricker and copy both when emailing PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



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

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 11/4/2025 To: 2/2/2026*

Quotation # Q-561279

Date: November 4, 2025

Customer # 1458 Contract # CMT4185526

County of Du Page
Information Technology Dept
421 N County Farm Rd
Wheaton, IL 60187-3978

ATTENTION: Tom Ricker
PHONE: 630-407-5062
EMAIL: tom.ricker@dupagecounty.gov

Material	Qty	Term	Unit Price	Total
97717	1	Year 1	\$119,400.00	\$119,400.00

Esri Advantage Program: Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one-day annual planning session; up to 100 Advisor hours; Technology Webcasts and 100 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>.

Subtotal:	\$119,400.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$119,400.00

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

For questions contact:

Ryan Sellman

Email:

rsellman@esri.com

Phone:

614 933 8698 x5508

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

SELLMANR

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

Advantage Program Agreement



Agreement No. _____

This Advantage Program Agreement (“**Agreement**”) is between the entity shown below (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement sets forth the terms under which Esri provides the Advantage Program to the Customer. This Agreement does not apply to Software, Online Services, Data, or Maintenance, or to development Professional Services. The terms of use for these Esri Offerings are set forth in the applicable signed master agreement or, if the Customer has no such agreement, the terms of Esri’s Master Agreement found at <https://www.esri.com/en-us/legal/terms/full-master-agreement>.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties’ original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

DuPage County
(Customer)

Legal Address: 421 N. County Farm Road, Wheaton, IL 60187

By: _____
Authorized Signature

Printed Name: Richard Burnson

Title: Deputy CIO

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Customer Contact Information

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

Email: _____

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials.*] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 OWNERSHIP OF DELIVERABLES. Esri or its licensors own and retain ownership of Deliverables.

2.1 System and Data Access. Each Activity Description will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

3.0 ESRI MANAGED CLOUD SERVICES

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

3.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.

- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Activity Description. Thereafter, Esri deduct Learning and Service Credits monthly for the Esri Managed Cloud Services to be provided the following month. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment.
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

4.0 TRAINING

4.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.
- c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
- d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
- j. **"Learning Management System" or "LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer's internal employees.

4.2 Permitted and Prohibited Uses.

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

4.3 Esri's Responsibilities.

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

4.4 Customer's Responsibilities.

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
 - 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
 - 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
 - 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

4.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

4.6 Compensation.

- a. Esri will deduct Customer Learning and Service Credits upon completion of the Esri Training Event or on purchase of a Training Pass.

4.7 Availability and General Provision of Wireless Service

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

4.8 Esri E-Learning in the Customer's Learning Management System

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf>
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf>

5.0 ADVANTAGE PROGRAM

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

5.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including

Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

5.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: Tom Ricker
Address: 421 N. County Farm Road
City, State, ZIP: Wheaton, IL 60187

Email: Tom.Ricker@dupagecounty.gov
Telephone: 630-407-5062
Fax:

5.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

5.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

5.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example

of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.

- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

5.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Customer will use Learning and Services Credits for travel and per diem expenses.

5.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

5.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

5.10 Invoicing.

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

5.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

“Affiliate” means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where “Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“API” means application programming interface.

“ArcGIS Website” means www.arcgis.com and any related or successor websites.

“Authorization Code(s)” means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

“Beta” means any alpha, beta, or other prerelease version of a Product.

“Cloud Services” means Esri Managed Cloud Services.

“Content” means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

“Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“Customer Content” means any Content that Customer provides, uses, or develops in connection with Customer’s use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

“Data” means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

“Deliverables” means anything that Esri delivers to Customer as a result of performance of Professional Services.

“Documentation” means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

“Esri Managed Cloud Services” means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer’s end users via the Internet.

“Esri Offering(s)” means Training or Professional Services that Esri provides directly to Customer, including Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

“GIS” means geographic information system.

“Maintenance” means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

“Malicious Code” means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

“Online Services” means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

“Ordering Document(s)” means a sales quotation, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

“Perpetual License” means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

“Product(s)” means Software, Data, and Online Services.

“Professional Services” means any development or consulting services that Esri provides to Customer.

“Sample(s)” means sample code, sample applications, add-ons, or sample extensions of Products.

“Service(s)” means Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

“Software” means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

“Specification(s)” means (i) the scope of work set forth in any Activity Description, or (ii) Esri’s published course descriptions for Training.

“Subscription” means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

“Task Order(s)” means an Ordering Document for Services.

“Term License” means a license for use of an Esri Offering for a limited time period (“**Term**”).

“Third-Party Content” means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

“Training” means (i) Product training or (ii) related training that Esri provides under this Agreement.

“Training Materials” means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

“Value-Added Application(s)” means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered “as is” and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
- c. **Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer.** As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered “as is” and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom

AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

- (a) **Neither Customer, Esri, nor any Esri authorized distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.**
- (b) **Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.**

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity.

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnatee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 - 1. Premises and operations;
 - 2. Blanket contractual liability;
 - 3. Broad form property damage;
 - 4. Independent contractors;
 - 5. Personal injury, with employee exclusion deleted; and
 - 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport,

transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, Syria, North Korea, Cuba, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Additionally, Customer will not export, reexport, transfer, provide access or release any Esri Offerings to Russia or Belarus. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/overview>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - 2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 45 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's authorized distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration. Reserved.**

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

Revised August 1, 2025
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement (“**Agreement**”) is between you (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer’s payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer’s own internal use in conjunction with Customer’s authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

“Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials.*] Esri and its licensors. All rights reserved.”

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer’s benefit and (ii) use Esri Offerings exclusively for Customer’s benefit. Customer will be solely responsible for its consultants’ and contractors’ compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer’s benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Anonymous Users”** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer’s Value-Added Applications.
- b. **“App Login Credential(s)”** means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **“Commercial App Deployment License”** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **“Concurrent Use License”** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **“Deployment License”** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer’s end users.
- f. **“Deployment Server License”** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **“Development Server License”** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **“Development Use”** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **“Failover License”** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- j. **“Named User(s)”** is Customer’s employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer’s exclusive benefit. For educational use, Named Users may include registered students.
- k. **“Named User Credential(s)”** means an individual person’s login and associated password enabling that person to access and use Products.
- l. **“Named User License”** means the right for a single Named User to use a specific Esri Offering.
- m. **“Online Services Subscription”** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- n. **“Redistribution License”** means a license to reproduce and distribute Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge a fee to others for the use of the Software.
- o. **“Server License”** means a license to install and use Software on any computer being used as a server. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- p. **“Sharing Tools”** means publishing capabilities included with Customer’s authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- q. **“Single Use License”** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user’s exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.

- r. **“Staging Server License”** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation or Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use.

- a. Customer may
 - 1. Install, access, or store Software and Data on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer’s licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer’s total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
 - 4. Move Software in the licensed configuration to a replacement computer;
 - 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
 - 6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-Specific Terms of Use at <https://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use.

- a. **Online Services Descriptions.** Esri publishes Product-Specific Terms of Use at <https://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#).
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days’ notice of material changes and 90 days’ notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer’s operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and when applicable, Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer’s use of Sharing Tools is at Customer’s sole risk.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

- a. **Named Users.**
 - 1. Named User login credentials are for designated users only and may not be shared with other individuals.

2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
 3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.
- b. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

2.6 Value-Added Applications.

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.
7. Customer is responsible for ensuring that the access or use of Esri Offerings within its Value-Added Applications complies with the legal and regulatory requirements in all jurisdictions in which the Value-Added Applications are made available.

2.7 Limited-Use Programs.

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions.

The following definitions supplement the definitions provided in [Attachment A](#):

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

3.2 Permitted Uses.

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

3.3 Use Restrictions.

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

- g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.
- h. Customer may not use Data outside of the Software and Online Services to teach or train machine systems, models, software, databases, algorithms, and programs, including neural networks ("AI/ML Systems") that learn from experience, adjust to new inputs, and perform humanlike tasks, which allow those systems to sense, comprehend, act and learn.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri authorized distributor under the authorized distributor's own standard support policy and in accordance with the Esri Product Life Cycle Support Policy.

5.0 PROFESSIONAL SERVICES

5.1 Definition. The following definition supplement the definitions provided in Attachment A:

- a. **"Professional Service Package(s)"** means a predefined unit of Professional Services, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule.

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables. Esri or its licensors own and retain ownership of Deliverables.

5.5 Acceptance.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise agreed to in the applicable Task Order, Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
 - 1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 - 2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject

to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order are consulting hours only will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of [Attachment B](#).

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
- c. **For Time and Materials Task Orders.**
 1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the

government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Esri may escalate hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.

2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.

- b. **“Esri Academy LMS Integration Subscription”** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer’s Learning Management System.
- c. **“Esri E-Learning Content (SCORM Format) License”** means an optional term-limited license that provides Esri customers with Esri’s e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
- d. **“Esri Mobile Lab”** means a service in which Esri will deliver and set up a training environment at the Customer’s site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **“Esri Training Event(s)”** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **“Esri Training Representative”** means Customer’s primary Esri liaison in organizing private Esri Training Events.
- g. **“Student(s)”** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **“Training Pass”** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **“Esri Mobile Router”** means a service in which Esri will deliver and setup a mobile router at the Customer’s site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
- j. **“Learning Management System”** or **“LMS”** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer’s internal employees.

7.2 Permitted and Prohibited Uses.

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri’s Responsibilities.

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities.

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees.

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass policies and redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This section 7.6 does not apply to Training provided under the Advantage Program.

7.7 Availability and General Provision of Wireless Service.

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

7.8 Esri E-Learning in the Customer's Learning Management System.

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf>
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf>

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services" or "PSS"** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

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

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____

Address: _____

City, State, ZIP: _____

Email: _____

Telephone: _____

Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing.

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

“Affiliate” means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where “Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“API” means application programming interface.

“ArcGIS Website” means www.arcgis.com and any related or successor websites.

“Authorization Code(s)” means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

“Beta” means any alpha, beta, or other prerelease version of a Product.

“Cloud Services” means Online Services and Esri Managed Cloud Services.

“Content” means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

“Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“Customer Content” means any Content that Customer provides, uses, or develops in connection with Customer’s use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

“Data” means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

“Deliverables” means anything that Esri delivers to Customer as a result of performance of Professional Services.

“Documentation” means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

“Esri Managed Cloud Services” means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer’s end users via the Internet.

“Esri Offering(s)” means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

“GIS” means geographic information system.

“Maintenance” means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

“Malicious Code” means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

“Online Services” means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

“Ordering Document(s)” means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

“Perpetual License” means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

“Product(s)” means Software, Data, and Online Services.

“Professional Services” means any development or consulting services that Esri provides to Customer.

“Sample(s)” means sample code, sample applications, add-ons, or sample extensions of Products.

“Service(s)” means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

“Software” means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

“Specification(s)” means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri’s published course descriptions for Training.

“Subscription” means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

“Task Order(s)” means an Ordering Document for Services.

“Term License” means a license for use of an Esri Offering for a limited time period (“**Term**”).

“Third-Party Content” means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

“Training” means (i) Product training or (ii) related training that Esri provides under this Agreement.

“Training Materials” means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

“Value-Added Application(s)” means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered “as is” and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost. Customer must use its independent judgment to determine whether (i) Esri Offerings are suitable for its Value-Added Applications and (ii) Value Added Applications are safe for use by end users and other third parties.

B.3.4 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
- c. **Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer.** As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities

at its option and such AI/ML capabilities are delivered “as is” and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom AI/ML models to meet Customer’s unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer’s own risk.

B.3.5 Exclusive Remedy. Customer’s exclusive remedy and Esri’s entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri’s election, terminate Customer’s right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri’s limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

- (a) Neither Customer, Esri, nor any Esri authorized distributor or third-party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.
- (b) Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer’s infringement, misuse, or misappropriation of Esri’s or Esri’s licensors’ intellectual property rights, either party’s indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer’s jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer’s warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Claim”** means any claim, action, or demand by a third party.
- b. **“Indemnitees”** means Customer and its directors, officers, and employees.
- c. **“Infringement Claim(s)”** means any Claim alleging that Customer’s use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **“Loss(es)”** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys’ fees.

B.5.2 Infringement Indemnity.

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer’s right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a

5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 - 1. Premises and operations;
 - 2. Blanket contractual liability;
 - 3. Broad form property damage;
 - 4. Independent contractors;
 - 5. Personal injury, with employee exclusion deleted; and
 - 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US

Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri publishes its privacy notices at [Esri's Privacy Statement](#) and [Products and Services Privacy Supplement](#) and will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/privacy-gdpr>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or

2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Esri Offerings and Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Esri Offerings and Services. Esri's authorized distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be

English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

Esri Agreement No. _____
Task Order No. _____

_____ (“Customer Address”), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Customer Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: *[insert name, telephone, and email address]*
Esri Contract Specialist: *[insert name, telephone, and email address]*
Customer Project Manager: *[insert name, telephone, and email address]*
Customer Contract Contact: *[insert name, telephone, and email address]*
Customer Accounts Payable Contact: *[insert name, telephone, and email address]*

ACCEPTED AND AGREED:

[sample only—do not sign]
(Customer)

Signature: *[sample only—do not sign]*

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: *[sample only—do not sign]*

Printed Name: _____

Title:

Date: _____

The following list identifies additional terms of use that apply to specific Products. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of this Agreement. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to a Product follow the same scope of use as that granted for the corresponding Product. Retired Products are subject to the Product-Specific Terms of Use in effect at the time of such Product's retirement date. If Customer's signed Master Agreement does not include Named User License terms of use, the Named User License terms of use found in Sections 2.5 and 2.6 of the Master Agreement found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> shall apply. In addition to the definitions within the Master Agreement, the following definitions will apply to the Product-Specific Terms of Use:

- "Authentication" means using any Esri provided mechanism that enables access to ArcGIS Location Platform. See Security and Authentication Documentation (<https://developers.arcgis.com/documentation/mapping-apis-and-services/security/>) for current list of Authentication mechanisms).

Desktop Products

- ArcGIS Earth (20; 65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcReader (20)
- ArcGIS for Personal Use (3)
- ArcGIS Pro
 - Advanced (7; 8; 82)
 - Standard (7; 82)
 - Basic (7; 82)

Server Products

- ArcGIS Enterprise
 - Standard or Advanced (17; 23; 31; 82)
 - Workgroup Standard or Advanced (23; 28; 29; 30; 82)
 - ArcGIS GIS Server (Standard or Advanced) (31)
 - ArcGIS GIS Server Basic (31; 39)
 - ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30)
 - ArcGIS GIS Server Workgroup Basic (39)
 - ArcGIS Maritime (2)
- ArcGIS Enterprise Optional Capability Servers:
 - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, ArcGIS Notebook Server Standard, ArcGIS Mission Server, ArcGIS Workflow Manager Server (Advanced or Standard), ArcGIS Video Server (31)
 - ArcGIS Knowledge Server (9; 31)
- ArcGIS Enterprise Workgroup Optional Capability Servers:
 - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS Notebook Server Standard, and ArcGIS Workflow Manager Server (Advanced or Standard) (4)
- ArcGIS Business Analyst Enterprise (17; 23; 31; 82)
- ArcGIS World Geocoder Basic (67)

Developer Products

- ArcGIS Developer Subscription
 - All Plans (16; 66; 68; 78; 89; 97; 103; 109)
 - Builder, Professional, Premium, or Enterprise Plans (24; 77; 92)
 - Essentials Plan (90)
- ArcGIS Developer Bundle (16; 24; 77)
- ArcGIS Location Platform (5; 10; 16; 66; 78; 82; 89; 90; 97; 103; 109)
- ArcGIS AppStudio Developer Edition (11; 16; 19)

- ArcGIS Engine Developer Kit and Extensions (16; 19; 22)
- Developer APIs and SDKs
 - ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, or Qt (16; 19)
 - ArcGIS API for JavaScript (16; 63; 64)
 - ArcGIS CityEngine SDK and Procedural Runtime (19; 105)
 - ArcGIS Maps SDK for Unity, or Unreal Engine (16; 62; 64)
 - ArcGIS Maps SDK for Java, Kotlin, .NET, Qt, Swift, or Flutter (16;19)
 - ArcGIS Maps SDK for JavaScript (16; 63; 64)
- ArcGIS Runtime Deployment License for Android, iOS, Java, Kotlin, macOS, .NET, Qt, or Swift
 - Lite (15; 62; 64)
 - Basic or Standard (1; 15; 18)
 - Advanced (15; 18)
- ArcGIS Engine Deployment License for Windows/Linux and Extensions (15; 22)
- Esri File Geodatabase API (47)

Mobile

- ArcGIS Navigator (6)

Other

- ArcGIS Hub (85)
- ArcGIS Indoors (86)
- ArcGIS Indoors Maps (99; 100; 101)
- ArcGIS Indoors Spaces (100; 101)
- ArcGIS IPS (99; 100)
- ArcGIS Insights (17)
- ArcGIS StreetMap Premium (6)
 - ArcGIS StreetMap Premium Custom Roads
 - ArcGIS StreetMap Premium for Asset Management
 - ArcGIS StreetMap Premium for Runtime
- ArcGIS StreetMap Premium for ArcGIS GeoAnalytics Engine (12)
- ArcGIS Survey123 (107; 108)
- Site Scan for ArcGIS Operator license (32; 33)
- ArcGIS GeoAnalytics Engine
 - Connected, Additional Core-Hours Plans (27; 103)
 - Disconnected Plan (27, 102)

Online Services

- ArcGIS Online subscriptions are available through multiple Selling Programs:
 - Commercial Retail, EAs; and Government Programs (5; 23; 66; 68; 69; 70; 77; 82; 96; 103; 106)
 - Education Programs (5; 23; 66; 68; 69; 70; 71; 82; 96; 103; 106)
 - Non-profit Programs (5; 23; 66; 68; 69; 70; 71; 82; 96; 103; 106)
- Public Plan (5; 66; 68; 74; 75; 76; 80; 82; 106)

Customers under the following categories have these additional rights:

 - Commercial Retail (72)
 - enterprise agreements (72)
 - Government (72)
 - NGO/NPO (72)
 - Press/Media Programs (72)
 - Education Programs (71)
- ArcGIS Velocity (103)
- ArcGIS Image Dedicated – Pro Machine (103; 104)

Selling Programs

- ArcGIS Project Delivery Subscriptions
 - Single Tenant (83)

Footnotes:

1. May not be used to edit an enterprise geodatabase via Direct Connect.
2. Not for use in navigation.
3. Licensed for personal, noncommercial use only.
4. – Limited to 1 four-core server.
– Can be installed on a separate machine.
5. Real-time navigational guidance, synchronized multi-vehicle routing and synchronized route optimization is permitted, except as follows: (i) in-vehicle systems integration (e.g. vehicle sensors, driver assistance, autonomous vehicles); and (ii) Value-Added Applications/Customer Applications whose purpose is to target consumers for the primary purpose of providing real-time routing and/or navigation.
6. For ArcGIS StreetMap Premium North America 2024 Release 2, ArcGIS StreetMap Premium Europe 2024 Release 1, ArcGIS StreetMap Premium Latin America 2024 Release 1, ArcGIS StreetMap Premium Asia Pacific 2024 Release 1, ArcGIS StreetMap Premium Middle East & Africa 2024 Release 1, and subsequent releases, real-time navigational guidance, synchronized multi-vehicle routing and synchronized route optimization is permitted, except as follows: (i) in-vehicle systems integration (e.g. vehicle sensors, driver assistance, autonomous vehicles); or (ii) Value-Added Applications/Customer Applications whose purpose is to target consumers for the primary purpose of providing real-time routing and/or navigation.
7. Customer is not permitted to run scheduled operations (i.e., batch processing) on more than one machine when logged in with a Named User license.
8. Use of the United States Environmental Protection Agency AERMOD Dispersion Modelling System in ArcGIS is for plume approximation only (i.e., for non-regulatory use applications) and is not intended to support engineering certified submission of output simulations or models.
9. For ArcGIS Enterprise version 11.5 and subsequent releases, an initial ArcGIS Knowledge Server four (4) core license includes an ArcGIS Data Store graph store deployment limited to twenty-four (24) cores on a single-machine or three-machine cluster. Additional ArcGIS Knowledge Server cores must be licensed to increase the number of Knowledge Server cores and/or ArcGIS Data Store graph store machine deployments.
10. Session tokens may only be used per Value Added Application / Customer Application per device. Programmatic use of session tokens (e.g., exporting volumes of basemap tiles) is not permitted.
11. Applications built with ArcGIS AppStudio Developer Edition are subject to the terms of use for ArcGIS Runtime Deployment License.
12. Customer may store ArcGIS StreetMap Premium for ArcGIS GeoAnalytics Engine output for internal business use.
13. Reserved.
14. Reserved.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users or third parties to use anywhere not prohibited under applicable export regulations.
17. Customer shall not redistribute Oracle Instant Client libraries or their documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement solely with respect to Customer's use of the Oracle Instant Client libraries. The Uniform Computer Information Transaction Act (UCITA) shall not apply to Customer's use of the Oracle Instant Client libraries.
18. When using a license string as the license enablement technology, a Deployment License is required per Value-Added Application, per user, per device.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.
21. Reserved.
22. a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.

23. System to System Communication. Customer may use a Viewer (or higher) Named User Credential to enable read-only or a Contributor (or higher) Named User Credential for read-write system-to-system communications from ArcGIS Enterprise or ArcGIS Online to other third-party, enterprise business system(s) in Customer's organization ("System-to-System Authorized Named User Credential"). A System-to-System Authorized Named User Credential may only be used for system-to-system communications purposes such as scheduled bulk data transfers and similar purposes. Each individual third-party system communications must use separate System-to-System Authorized Named User Credentials that may not also be used by a Named User for other purposes.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions, and/or ArcGIS Developer Bundle; all other Software is licensed as a Single Use License.
25. Reserved.
26. Reserved.
27. May not be used to generate revenue by providing services to third parties.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. All components must be installed on a single server.
31. Includes a Failover License.
32. The use of this Software does not include a pilot's license (e.g., FAA, EASA, etc.) to operate a drone.
33. Customer may only use online storage provided with this Software to store Customer Content collected or processed through this Software.
- 34–38. Reserved.
39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.
- 40–46. Reserved.
47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.
- 48–61. Reserved.
62. Value-Added Applications must be used in conjunction with other Esri Products.
63. Value-Added Application for web deployment must be used in conjunction with other Esri Products.
64. Third-party technologies may be used in conjunction with Value-Added Applications as long as the Value-Added Applications are always used in conjunction with other Esri Product(s).
65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.
66. Only Customers with a paid Online Services subscription for stored geocodes may store geocoded results generated by World Geocoding Service. Customer may continue to store geocoded results generated through a paid subscription.
67. Limited to 250,000,000 geocodes per annual subscription.
68. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
69. May be used for any business purpose of Customer's organization.
70. May be used for development and test purposes for Customer's organization.
71. May be used for teaching purposes in educational organizations.
72. May be used for the internal business purposes of Customer's organization.
73. Reserved.
74. May be used for personal use.

75. Customer may enable third-party use of Value-Added Applications only by publicly sharing the Value-Added Application(s) using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own internal business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.
76. Customer is not permitted to create private groups or participate in any private groups.
77. Customer may distribute Value-Added Applications to third parties for a fee that are solely enabled through third parties ArcGIS Online and/or ArcGIS Enterprise Named User licenses.
78. Includes a Commercial App Deployment license.
79. Reserved.
80. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.
81. Reserved.
82. A Named User may embed their Named User Credential in a script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.
83. Customer must use a separate ArcGIS Project Delivery Subscription for each Customer client ("Client"). Customer may use the ArcGIS Project Delivery Subscription (i) solely to collaborate on project work with its Client; (ii) sub-license the Named User License(s) to Client and any third-parties ("Stakeholders"), identified by the Client as representing the Client in any project, to collaborate on project work that Customer performs for the sole benefit of the Client. Client and Stakeholders may not use the Named User License(s) for any other purpose. Customer is solely responsible for Client's and Stakeholders' compliance with these terms of use and will ensure that Client and Stakeholders stops using the ArcGIS Project Delivery Subscription when a project ends.
84. Reserved.
85. Software licenses and subscriptions included with ArcGIS Hub may only be used to support the community initiatives enabled by ArcGIS Hub. Customer may allow 3rd parties to be Named Users of ArcGIS Hub for the sole purpose of engaging in community activities. Customers may allow employees, agents, consultants, or contractors to be Named Users of ArcGIS Hub for the sole purpose of administering, configuring, maintaining, and supporting community initiatives through ArcGIS Hub. No other use of software licenses and subscriptions included with ArcGIS Hub is permitted.
86. Customer may use the software licenses and subscriptions included with ArcGIS Indoors solely to enable the capabilities of ArcGIS Indoors as defined in the ArcGIS Indoors Documentation. No other use of software licenses and subscriptions included with ArcGIS Indoors is permitted.
87. Reserved.
88. Reserved.
89. Customer may distribute directly, or through its sales channels, revenue-generating Value-Added Applications, that access ArcGIS Location Platform through Authentication, to third parties. All revenue-generating Value-Added Applications are required to use Authentication when accessing ArcGIS Location Platform.
90. Customer may have multiple subscriptions within their organization for development and test purposes. Customer may only use one subscription within their organization for use with deployed Value-Added Applications.
91. Reserved.
92. Customer is only permitted to create private groups or participate in private groups within the development and test ArcGIS Online Organization Subscription included with the ArcGIS Developer Subscription.
93. Reserved.
94. Reserved.
95. Reserved.
96. Customer may use ArcGIS Image services for interactive, non-programmatic access by Named Users only. Programmatic use of the ArcGIS Image services (e.g., batch classification, deep learning, etc., or exporting volumes of data larger than 10MB at a time) are not permitted.
97. Customer's end users who are prompted for an API key for use with a third party's Value-Added Application must generate such API keys through an ArcGIS Location Platform. API keys generated through an ArcGIS Online account are not permitted in this scenario.

98. Reserved.
99. The user types included with ArcGIS Indoors Maps are licensed solely for use to enable the capabilities as defined in the product documentation for ArcGIS Indoors Maps, ArcGIS Indoors Spaces, and ArcGIS IPS.
100. Customer may only use ArcGIS Indoors user types for use with Value-Added Applications created specifically to work with ArcGIS Indoors Maps, Spaces, and ArcGIS IPS.
101. An ArcGIS Indoors Spaces license is required to use either Workspace Reservations or Space Planner.
102. Each Disconnected Plan is limited to one production cluster.
103. May include Online Services or Software capabilities, utilized through a consumption-based model as described in the Ordering Document or Documentation. Online Services and Software capabilities have different units of consumption associated with them (examples of which include ArcGIS Online credits, core hours, or capacity). For Esri Offerings that enable access to Online Services or Software capabilities through an allocated or pre-paid units of consumption model, use of the consumption-based Online Services or Software capabilities reduce the number of allocated or pre-paid units of consumption that could be applied to the use of the Online Services or Software. Esri will provide Customer with advance notification when Customer's allocated or pre-paid units of consumption nears exhaustion. Esri reserves the right to restrict or suspend Customer's access to the applicable consumption-based capabilities of Online Services or Software when consumption reaches 100 percent of the total allocated or pre-paid amount. Customer may purchase additional units as needed to enable the continued use of the applicable consumption-based Online Services or Software capabilities. If Customer does not purchase additional units, Customer risks continuing to incur charges for continued storage of Customer Content in ArcGIS Online. Certain Online Services or Software allow Customer to enable overages for consumption-based capabilities. If overages are enabled by Customer, Esri will invoice monthly in arrears, or charge a credit card on file, and Customer is responsible for paying fees incurred at the then-current rate. Esri reserves the right to restrict or suspend Customer's access to the applicable consumption-based Online Services or Software capabilities if Customer has a past due amount. Esri will promptly restore Customer's access to the applicable consumption-based capabilities once Customer pays the past due amount and funds access to the consumption-based capabilities.
104. ArcGIS Cloud Store connection files (ASC files) pre-installed on virtual Pro Machines may not be copied or otherwise transferred to any other device.
105. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under applicable export regulations.
106. Customer may not exceed 500 GB feature data store using Standard Feature Data Store. Customer may not exceed the storage limit enabled for their subscription.
107. May include image detection or obfuscation capabilities. Customer must review outputs and manually adjust any information that might be missed by the technology.
108. Customer must opt-in to access and use Artificial Intelligence (AI) capabilities, which are available through third-party APIs and offered subject to the third-party terms and privacy policies.
109. Basemap Styles are for use only with ArcGIS Location Platform Basemap Services.

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: September 22, 2025

TO: Whom It May Concern

RE: **Sole Source Justification for Advantage Program (AP)**

This letter confirms Esri is the sole-source provider of all U.S. domestic based Advantage Programs (AP). The program offers customers focused account and technical management, a flexible spending program for Esri services support, and other exclusive advantages. While some training and services are available through value-added resellers on a unit priced basis, Esri is the only source for a packaged broad-based support program of this type.

If you have further questions, please feel free to call Dave Sweeney, Principal Contract Specialist at 909-369-7905.

Stacy McEwan
Associate Director – PS Contracts



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Nov 17, 2025

Bid/Contract/PO #: AP Renewal

Company Name: <u>Environmental Systems Research Institute, Inc.</u>	Company Contact: <u>Mitchell Winiecki - Account Owner</u>
Contact Phone: <u>651-454-0600 ext. 8301</u>	Contact Email: <u>mwiniecki@esri.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name

Annette Kazandjian

Title

Managing Business Attorney

Date

Nov 17, 2025

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



Transportation Requisition under \$30,000

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-2863

Agenda Date: 12/2/2025

Agenda #: 8.A.



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2863	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$17,375.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 12/02/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$17,375.00
	CURRENT TERM TOTAL COST: \$17,375.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Carahsoft Technology Corporation	VENDOR #: 12819	DEPT: Division of Transportation	DEPT CONTACT NAME: Daniel Nowak
VENDOR CONTACT: Alessia Hankins	VENDOR CONTACT PHONE: 571.662.3031	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: daniel.nowak@dupagecounty.gov
VENDOR CONTACT EMAIL: Alessia.hankins@carahsoft.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract purchase order for 5 OpenRoads Designer SELECT license renewal/subscriptions for the Division of Transportation, starting December 1, 2025 to November 30, 2026, contract total not to exceed \$17,375.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Software is used to design highways, intersection improvements, traffic signal systems and various other roadway related improvements as part of the County's commitment to state of good repair, motorist and pedestrian safety, and environmental stewardship.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (D) IT/TELECOM PURCHASES UNDER \$35,000.00
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Carahsoft Technology Corporation	Vendor#: 12819	Dept: Division of Transportation	Division: Finance
Attn: Alessia Hankins	Email: alessia.hankins@carahsoft.com	Attn: DOTFinance	Email: DOTFinance@dupagecounty.gov
Address: 11493 Sunset Hills Road Suite 100	City: Reston	Address:	City:
State: VA	Zip: 20190	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/01/2025	Contract End Date (PO25): 11/30/2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	5	EA	12662-27- USD-2	OpenRoads Designer SELECT Subscription	FY26	1500	3500	53807		3,475.00	17,375.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 17,375.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Contract purchase order for 5 OpenRoads Designer SELECT license renewal/subscriptions for the Division of Transportation, starting December 1, 2025 to November 30, 2026, contract total not to exceed \$17,375.00.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Email PO to DOTFinance@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, Virginia 20190

Phone: (703) 871-8500
Fax: (703) 871-8505

To:
DuPage County Division of Transportation
ATTN: Daniel Nowak
421 N. County Farm Rd.
Wheaton, IL 60187-3978

Invoice

Date 9/18/2025	Page 1
Invoice Number 51619935INV	

PO Number TBD		Order Date	Customer No.	Salesperson Alessia Hankins	Quote No. 51619935	Ship VIA ESD	Terms PP
Quantity	Item Number	Start/End Date	Description			Unit Price	Extended Price
4.00	12662-27-USD-2	12/1/2025 11/30/2026	OpenRoads Designer SELECT Subscription			3,475.00	13,900.00
1.00	12662-27-USD-2	12/1/2025 11/30/2026	OpenRoads Designer SELECT Subscription			3,475.00	3,475.00
			Total Amount Due: 17,375.00				

Remit to:
Carahsoft Technology Corporation
11493 Sunset Hills Road Ste 100
Reston, VA 20190

Signature on file

For questions on this invoice, please contact AR at 703-581-6566
or via email at AR@Carahsoft.com

Currency USD unless otherwise specified

Subtotal	17,375.00
Total Sales Tax	
Total Amount	17,375.00
Less Payment	
Amount Due	17,375.00



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: _____

Company Name: Carahsoft Technology Corp.

Company Contact: Sean Hiebert

Contact Phone: 703-871-8500

Contact Email: sales@carahsoft.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on file

Printed Name

Sean Hiebert

Title

Partner Alliance Manager

Date

10/9/25

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)



Facilities Management Requisition Under \$30K

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-2895

Agenda Date: 12/2/2025

Agenda #: 8.B.



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-2895	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$23,613.50
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 12/02/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$23,613.50
	CURRENT TERM TOTAL COST: \$23,613.50	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Brightly Software Inc.	VENDOR #: 22932	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Michelle Will	VENDOR CONTACT PHONE: 919-793 - 8469	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: michelle.will@brightlysoftware.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Brightly Software, Inc., for Maintenance Edge (Help Desk – Formerly Facility Dude) and Connect Authenticate software licensing, for Facilities Management, for the period December 1, 2025 through November 30, 2026, for a total contract amount not to exceed \$23,613.50, per quote Q-449789. Contract let pursuant to the Intergovernmental Cooperation Act OMNIA Partners contract #R210702.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Current help desk software contract expires on 11/30/2025 and this new contract replaces it.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. OMNIA Partners Contract #R210702.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Recommendation for the approval of a contract to Brightly Software, Inc. for Maintenance Edge (Help Desk) software licensing for Facilities Management. 1) Do nothing and Facilities Management will not have a Help Desk for maintenance needs on County campus. 2) Research other software that may or may not meet the needs of Facilities Management Help Desk requirements. This option could take months of research and pricing and our current subscription expires on 11/30/25.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF ITEMS THAT ARE COMPATIBLE WITH EXISTING EQUIPMENT, INVENTORY, SYSTEMS, PROGRAMS OR SE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Brightly Software Inc.	Vendor#:	Dept: Facilities Management	Division:
Attn: Michelle Will	Email: michelle.will@brightlysoftware.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 4242 Six Forks Rd, Suite 1400	City: Raleigh	Address: 421 N. County Farm Road	City: Wheaton
State: NC	Zip: 27609	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Brightly Software Inc.	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: PO Box 200681	City: Pittsburg	Address: 421 N. County Farm Road	City: Wheaton
State: PA	Zip: 15251-0618	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5700	Fax: 630-407-5710
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		Maintenance Edge Software	FY26	1000	1100	53807		23,613.50	23,613.50
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 23,613.50

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Provide Event Manager Professional (Room Reservations – Formerly Dude Solutions) and Connect Authenticate for Cloud Services Subscription software licensing, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 12/02/25
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

**PREPARED FOR**

DuPage County ("Customer")

PREPARED BY

Brightly Software Inc

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

PUBLISHED ON

October 08, 2025



Q-449789

October 08, 2025
DuPage County

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions, including the following for DuPage County.

Service Term: 12 months (12/01/2025 - 11/30/2026)

Cloud Services			
Item	Start Date	End Date	Investment
MaintenanceEdge	12/1/2025	11/30/2026	\$23,613.50
Planned Maintenance	12/1/2025	11/30/2026	\$0.00
ConnectAuthenticate	12/1/2025	11/30/2026	\$0.00
Renewal:			\$23,613.50 USD

- Omnia Partners Contract Number: R210702 discount has been included
- <https://www.omniapartners.com/suppliers/brightly/public-sector>



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 60
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes



required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) .
- C. The Offerings in this Order will not automatically renew. The Customer may renew for additional periods of no less than one year by written notice of Customer's intent to renew the subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees provide telephone and email support ("Support Services") 24 hours/day, 7 days/week.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.
- F. USE OF APIS. Customer is authorized to use any Application Programming Interface that is either: i) identified as a Cloud Services Offering, or ii) identified as published in the Documentation (collectively the "APIs") as part of any Offering for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized use of the Cloud Services. Customer may purchase a separate license to use certain published APIs to develop software for use solely in conjunction with the Cloud Services. Customer is prohibited from reselling any software



developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of a Siemens partner program, or (b) Customer has purchased an Offering which include APIs that explicitly allows Customer to develop software for Customer's internal use or for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge the Offerings. Siemens has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.

- G. Siemens reserves the right to block IP addresses originating from a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.
- H. Customer is entitled to access and use the Offerings only as explicitly described in the Documentation. These Offerings are intended for Customer's internal business operations only. There are no additional Entitlements or rights to use the Offerings or their related APIs beyond what is specified. Any other access or use is strictly prohibited under the Terms.
- I. At the time of this Order, the implementation of the requirements of the Cyber Resilience Act EU 2024/2847 ("CRA") is not yet mandatory in the European Union (EU) due to its transitional periods. Not all clarifications on measures that the Customer and contractor will take to implement the new requirements within the project implementation can currently be completed. Therefore, the parties agree that the project scope and contract price agreed upon at the time of Agreement conclusion do not yet include any necessary measures to implement the CRA requirements. Siemens will present the implementation of these measures together with an adjustment of the contract price and schedules considering any additional expenses of the contractor in the appropriate project phases through the Change Request procedure.

Additional information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-449789 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>).
- D. Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

DuPage County - Q-449789

October 08, 2025, 10:49:00 AM

Accepted by:

Printed Name

Signed Name

Title

Date



Brightly

Facilities Management Software & Solutions

Brightly, a Siemens company, is the global leader in intelligent asset management solutions. With over 20 years of experience and more than 12,000 clients worldwide, Brightly empowers organizations to optimize the performance and longevity of their assets. Its cloud-based platform delivers predictive insights that guide users through every phase of the asset lifecycle—from acquisition and maintenance to capital planning and sustainability.

Brightly's software suite includes:

- CMMS (Computerized Maintenance Management System)
- EAM (Enterprise Asset Management)
- Strategic Asset Management & Asset Investment Planning
- IoT Remote Monitoring
- Sustainability & Energy Management Tools
- Community Engagement Platforms

These solutions are designed to be intuitive, scalable, and data-driven—helping organizations make smarter decisions, reduce costs, and improve service delivery.

Click Your Industry

Education | Government

Nonprofit

Public Sector

K-12 Education

Higher Education

State & Local Government



Brightly builds intelligent software to help organizations efficiently manage operations and assets. As part of Siemens, Brightly combines deep industry expertise with innovative technology to deliver solutions that are both powerful and easy to use.

Facilities Management Software & Solutions

Region 4 ESC - TX | R210702

CONTRACT
DOCUMENTATION

CONTACT US

Brightly OMNIA[®]

Smarter assets,
sustainable communities

Brightly builds the intelligent software and workflows to bring the world together to help you optimize the performance of your assets today to ensure the steps of tomorrow.



About Brightly



Proven software designed to simplify, streamline business processes of your assets and operations.



Smart platform that fuels an intelligent ecosystem of information and insights to make smarter decisions.



Transformative partner with built-in Siemens IP resources and Brightly services to help you build tomorrow's assets, where you live today.



Global experience and strong relationships with leading global owners, managed by Siemens IP and Brightly you need a solution that spans the globe to secure the globe.



12,000+ users



90% client satisfaction



\$1.5 million+ revenue



20 years of working clients and partners



500+ million work orders addressed



200+ million systems connected



\$6 million per client engaged



\$321 million of direct sales

[BrightlyPartners.com/omnia](https://www.brightly.com/omnia)

Brightly Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Facilities Management Software & Solutions

Region 4 ESC - TX

Contract Number: R210702



Initial Term: April 1, 2022 through March 31, 2025

Renewal Options: Option to renew for two (2) additional one-year periods through March 31, 2027

RENEWED THROUGH March 31, 2027

Executive Summary

- [Executive Summary](#)
- [Due Diligence](#)
- [Notice of Material Change - Company Name Brightly Software](#)
- [Notice of Possible Account Data Breach](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Letter](#)
- [Contract Award Documents](#)
- [Contract Renewal 1](#)
- [Contract Renewal 2](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [RFP Questions and Answers](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [RFP Opening Documents](#)

INDUSTRIES

[K-12 Education](#)
[Higher Education](#)
[Government](#)
[Nonprofit](#)
[Enterprise](#)
[Corporate](#)
[Private Equity](#)

SOLUTIONS

[Contract Offerings](#)
[OPUS](#)
[Data & Spend Analytics](#)
[Industry Experts](#)

ABOUT US

RESOURCES

5001 Aspen Grove Drive
Franklin, TN 37067



Real Estate

CAREERS

info@omniapartners.com
(866) 875-3299

BECOME A MEMBER

[Privacy Policy](#) | [Terms of Use](#)





November 13, 2025

Andrew Conners
Finance
Brightly Software, Inc.
11000 Regency Pkwy Ste 400
Cary, North Carolina 27518

Re: Renewal Award of Contract # R210702

Dear Andrew Conners:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 28th, 2025, Region 4 ESC is pleased to announce that Brightly Software, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on September 7th, 2021, and subsequent performance thereafter:

Contract

Facilities Management Software Solutions

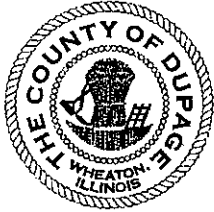
The contract will expire on March 31st, 2027, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at deborah.bushnell@omniapartners.com.

The partnership between Brightly Software, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:
Signature on File

A5A9F62707BB46B
Adam Tabor, MBA, RTSBA
Department Director, Procurement



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Brightly Software Inc
CONTACT PERSON:	Michelle Will
CONTACT EMAIL:	michelle.will@brightlysoftware.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

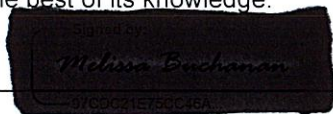
The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Melissa Buchanan

Signature: 

Title: Director, Legal Operations

Date: 26 November 2025



Presentation

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-0032

Agenda Date: 12/9/2025

Agenda #:



DUPAGECOUNTRY

Technology Committee – IT Projects Update



Cybersecurity Incident

What: On April 28th, a cybersecurity incident occurred, and DuPage County has since recovered. However, the county continues to implement changes to enhance our security and recovery capabilities.

Highlights:

- Lessons Learned Session: Completed
- Data mining exercise: Completed

Watch Items:

1. Invest more funding into IT security countywide
2. Formalize disaster recovery and business continuity plans
3. Empower County IT to manage all security and infrastructure operations directly or as the Lead Support Team





ERP Systems

What: Implementing new ERP systems to enhance performance and streamline workflows for Finance and HR

Highlights:

- HR/Payroll System (Dayforce) Implementation
 - **Go-live Date: April 1, 2026**
 - Actively addressing implementation challenges and moving things forward
 - Hot Issues:
 - New parallel testing
- Finance ERP RFP
 - RFI to be released soon
 - To be released in **2026**

Watch Items:

- Timing of Financial ERP RFP launch and integration requirements

ENTERPRISE
RESOURCE
PLANNING





Mainframe Shutdown Project

The DuPage County mainframe was shut down after more than 40 years of operation.

Special thanks to **Viji Ramaswamy, Shanita Thompson, Jim Watson, Ron Carlson, Don Mitchell, Maz Isa, Ben Lim, Krina Amin, John Rapsey, Ed Kuzel, and Ruth Abebaw** for supporting this effort.





Additional Project Updates



- ☐ PRMS MFR/OCR 10.0 Upgrade Project – **BEHIND SCHEDULE**
- ☐ PRMS RFP – **IN PROGRESS**
- ☐ Probation CMS (PCMS) Upgrade – **IN PROGRESS**
- ☐ Judicial Arbitration Project – **IN PROGRESS**
- ☐ Treasurer's Office Reconciliation Tool – **IN PROGRESS**
- ☐ Recorder's Office Tech Projects (Various) – **IN PROGRESS**
- ☐ Community Services Support Platform – **IN PROGRESS**
- ☐ Operational Excellence Campaign – **IN PROGRESS**
- ☐ Coroner Application Enhancements – **IN PLANNING PHASE**
- ☐ FOIA Request Tool – **NOT STARTED**





Municipal Tech Roundtable

November Meeting Highlights – Completed

1. Gartner Presentation – Federal Policy Impacts (2025 Fall Update)
2. State Chief Information Security Officer (CISO) Update
3. Grants Office Introduction (Opportunities for Municipalities)
4. DP Tech Innovation Day Event (Wednesday, December 17, 2025)
5. County GIS Applications that Benefit Municipalities
6. DuPage County Cyber Incident Lessons Learned Recap
7. Collaboration Opportunities Updates
 - Cybersecurity and AI Taskforce
 - Police Records Management System



Next Meeting: Thursday, February 5, 2026



DUPAGECOUNTY



Q & A





DUPAGECOUNTY

Thank you!
