ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
One International Court
Broomfield, CO 80021-3200
Phone: (909) 793-2853 **Fax: (303) 449-8830**
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: 04/08/2013 To: 07/07/2013

Quotation # 20424029

Date: April 8, 2013

Customer # 364339 **Contract #**

COUNTY OF GILA
PUBLIC WORKS DEPT
1400 E ASH ST
GLOBE, AZ 85501

ATTENTION: Thomas Homan
PHONE: (928) 402-8515
FAX:

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement (year 1)	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement (year 2)	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement (year 3)	50,000.00	50,000.00

Item Total:	150,000.00
Subtotal:	150,000.00
Sales Tax:	14,400.00
Estimated Shipping & Handling(2 Day Delivery) :	0.00
Contract Pricing Adjust:	0.00
Total:	$164,400.00

Note: Enterprise License Agreements are paid annually, but are a three year agreement. You are quoted all 3 years up front, but the first year's pricing is the only required payment to begin the ELA.

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Bryn Brum **Email:** bnantell@esri.com **Phone:** (909) 793-2853 x8245

Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

BRUMB

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

SMALL MUNICIPAL AND COUNTY ENTERPRISE LICENSE AGREEMENT

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

This Small Municipal and County Enterprise License Agreement ("ELA") is by and between the organization identified in the ELA Quotation ("**Licensee**") and **Environmental Systems Research Institute, Inc. ("Esri")**, with offices at 380 New York Street, Redlands, California 92373-8100. Unless otherwise agreed to by the parties, the Effective Date of this ELA is the date of the signature below or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Order citing this ELA. This ELA grants Licensee certain rights to use specific Esri Products for a limited, fixed period beginning from the Effective Date and provides tailored maintenance subject to payment of fees and the terms of this ELA.

This ELA incorporates the ELA Quotation by reference and comprises (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), and (v) the ELA Quotation, which together constitute the sole and entire agreement of the parties as to the subject matter set forth herein. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), and (v) the ELA Quotation. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of this ELA with respect to the training courses. Licensee agrees that additional terms and conditions in any Licensee Order or addendum will not apply, and the terms of this ELA will govern.

ENTERPRISE PRODUCTS SCHEDULE

Unlimited Quantities

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

Server Software and Extensions
ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Image

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities
One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription* as provided in Other Benefits section

OTHER BENEFITS

One (1) ArcGIS Online Subscription with specified named users and credits as determined in the program description	**Level 4**
Number of Esri International User Conference Registrations provided annually	**4**
Number of Tier 1 Help Desk Individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested**	**2**
Virtual Campus Annual User License allowance	**10,000**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside of this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*ELA Maintenance is not provided for these items.
**Additional sets of backup media may be purchased for a fee.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter, which is the licensing of the Enterprise Products listed on the schedule above. Except as provided in Section 9.1 Future Updates, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

Licensee may accept this ELA by signing and returning it to Attn.: Esri Customer Service, 380 New York Street, Redlands, CA 92373-8100; e-mailing it to service@esri.com or faxing it to 909-307-3083. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDER WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.**

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2013

ACCEPTED AND AGREED:

Gila County

(Licensee)

By: _____

Signature

Printed Name: Michael A. Pastor

Title: Chairman, Board of Supervisors

Date: _____

Esri EIN Number: **95-2775732**

Licensee Contact Information

Contact Name: Gila County

Address: 1400 E. Ash Street

City, State, ZIP: Globe, AZ 85501

Telephone: 928-425-3231

Fax: 928-425-7056

E-mail: dsgroi@co.gila.az.us

ELA Quotation Number: 20424029

Esri Contract Number: _____

ATTEST:

_____

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____

Bryan Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Attachment "A" by mention made a binding part of this agreement as set forth herein.

Environmental Systems Research Institue, Inc.

_____

Bill Fleming, Managing Business Attorney

ELA TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- "Commercial Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing access to Software through a website or Internet web application that enables third parties to access and use a Licensee-developed application that uses Software, for example, by charging a subscription, service, or any other form of transaction fee or by generating more than incidental advertising revenue.
- "Content" has the meaning provided in Addendum 3.
- "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes licensed under this ELA, whether bundled with Software and Online Services or delivered independently.
- "Deploy," "Deployed," or "Deployment" means to redistribute and install or the redistribution and installation of the Enterprise Products (and related Authorization Codes) or its having been redistributed and installed by Licensee on Licensee's hardware.
- "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.
- "Documentation" means all user reference documentation that is delivered with the Software or, if delivered via download, that is delivered from the Software setup or installation program.
- "ELA Fee" means the fee set forth in the ELA Quotation.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri to Licensee for the Enterprise Products.
- "ELA Quotation" means the Esri quote form provided to Licensee for the Small Municipal and County ELA containing the ELA Fee and annual payment schedule.
- "Enterprise Products" means the Products identified in the Enterprise Products Schedule on page 1 of this ELA.
- "Incident" means a communication via telephone, web form, or chat by Licensee regarding technical problems with Software, Data, or Documentation.
- "License Agreement" and "ELA" are used interchangeably and mean the ELA Terms and Conditions, including Exhibit 1—Scope of Use (E300), that apply to Enterprise Products provided to Licensee by Esri under this ELA.
- "Online Services" means any Internet-based geospatial system, including applications and associated APIs, but excluding Data or Content hosted by Esri or its licensors for storing, managing, publishing, and using maps, data, and other information.
- "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this Agreement.
- "Samples" means sample code, sample applications, add-ons, or sample extensions of Products.
- "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the Online Services being consumed. As Online Services are consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available. Additional Service Credits can be purchased as described in Exhibit 1 (also available at http://www.esri.com/legal).
- "Software" means the actual copy of all or any portion of Esri's proprietary software technology excluding Data accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies as identified in Exhibit 1.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications.
- "Term License(s)" means license(s) or access provided for use of a Product during a fixed or limited time period ("Term") or on a subscription or transaction basis concurrent with the term of this ELA.
- "Tier 1 Help Desk" means Licensee point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

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

ARTICLE 3—GRANT OF LICENSE

Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to use, copy, and Deploy quantities of Enterprise Products as defined in the Enterprise Products Schedule for a term concurrent with this ELA (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; (iii) in accordance with this ELA and the ELA configuration ordered; and (iv) for the applicable Term until terminated in accordance with Article 5. In addition to the Scope of Use in Article 4, Exhibit 1 applies to specific Products. Addendum 1, Addendum 2, Addendum 3, and Addendum 4 collectively comprise Exhibit 1—Scope of Use (E300) and are also available at http://www.esri.com/legal/.

a. *Software.* Terms of use for specific Software products are set forth in Addendum 1.
b. *Data.* Data terms of use are set forth in Addendum 2.
c. *Online Services.* Terms of use for Online Services are set forth in Addendum 3.
d. *Limited Use Programs.* Terms of use for noncommercial, nonprofit, educational, or other limited-use programs are set forth in Addendum 4. Note: Addendum 4 does not apply to this ELA.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

a. For Enterprise Products delivered, Licensee may

(1) Install and store selected Enterprise Products on electronic storage device(s);
(2) Make archival copies and routine computer backups;
(3) Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the Deployment of either version does not exceed Licensee's licensed quantity; thereafter, Licensee shall not use more Enterprise Products in the aggregate than Licensee's total licensed quantity;
(4) Move the Software in the licensed configuration to a replacement computer; and
(5) Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.

b. *Commercial Application Service Provider Use*. Provided that Licensee (i) is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit or (ii) acquires a Commercial ASP Use subscription license, Licensee may use the Software for Commercial ASP Use. However, Licensee may not provide third parties with direct access to Esri Software so that the third parties may use the Software directly, develop their own GIS applications, or create their own solutions in conjunction with the Software.

c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.

d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this ELA. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensor(s): "Portions of this document include intellectual property of Esri and its licensor(s) and are used herein under license. Copyright © [*Licensee will insert the actual copyright date(s) from the source materials*] Esri and its licensor(s). All rights reserved."

e. *Font Components*. While the Software is running, Licensee may use its fonts to display and print content. Licensee may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts and (ii) temporarily download them to a printer or other output device to print content.

f. *Consultant or Contractor Access*. Licensee may provide access to and use of Enterprise Products to any consultant or contractor of Licensee, provided consultants' and contractors' access to and use of Enterprise Products is for the sole benefit of Licensee while (i) working on-site at Licensee's facilities, (ii) remotely accessing or using Enterprise Products from Licensee's on-site computers or machines, or (iii) remotely accessing or using Enterprise Products from a third party's computers or machines under contract to Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this ELA. Licensee shall require consultants and contractors to discontinue access to and use of Enterprise Products upon completion of work for Licensee. Access to or use of Enterprise Products by consultants or contractors not exclusively for Licensee's benefit is prohibited.

4.2 Uses Not Permitted

Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not

a. Sell, rent, lease, sublicense, lend, assign, or time-share Enterprise Products;
b. Use for Commercial ASP Use or service bureau purposes;
c. Use Enterprise Products for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or charging for access to the site or service);
d. Redistribute the Enterprise Products to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
e. Redistribute Authorization Codes;
f. Reverse engineer, decompile, or disassemble Enterprise Products;
g. Make any attempt to circumvent the technological measure(s) that controls access to or use of Enterprise Products;
h. Store, cache, use, upload, redistribute, or sublicense Content or otherwise use Enterprise Products in violation of Esri's or a third party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
i. Remove or obscure any Esri or its licensors' patent, copyright, trademark, or proprietary rights notices and/or legends contained in or affixed to any Enterprise Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
j. Unbundle or independently use individual or component parts of the Enterprise Products;
k. Incorporate any portion of the Enterprise Products into a product or service that competes with the Enterprise Products; or
l. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Enterprise Products in a manner that would subject such code or any part of the Enterprise Products to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION AND EXPIRATION

5.1 Term. The Term of this ELA shall be three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Products Deployed shall be concurrent with the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

5.2 Termination for Lack of Funds. Either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

5.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The

breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

5.4 No Use upon Expiration or Termination. Upon expiration or termination of this ELA, the right to use all Enterprise Products Deployed shall terminate. Licensee shall (i) cease access and use of affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modifications or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri. ELA Maintenance, Virtual Campus access, and User Conference Registrations shall also terminate.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Esri warrants, for a period of ninety (90) days from the date Esri issues the Authorization Code enabling use of Software and Online Services, that (i) the unmodified Software and Online Services will substantially conform to the published Documentation under normal use and service and (ii) the media upon which the Software is provided will be free from defects in materials and workmanship.

6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, PATCHES, UPDATES, ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND HOT FIXES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

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

6.5 Exclusive Remedy. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Esri's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for the Software or Online Services subject to the Esri Maintenance Program as applicable; or (iii) return of the license fees paid by Licensee for the Software or Online Services that do not meet Esri's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Software or Documentation, ceases using Online Services, and executes and delivers evidence of such actions to Esri.

ARTICLE 7—LIMITATION OF LIABILITY

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

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

7.3 Applicability of Disclaimers and Limitations. The parties agree that Esri has set its fees and entered into this ELA in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. ESRI DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Esri shall defend, indemnify, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees that Licensee incurs as a result of any claims, actions, or demands by a third party alleging that Licensee's licensed use of the Software or Online Services infringes a US patent, copyright, or trademark provided

a. Licensee promptly notifies Esri in writing of the claim;
b. Licensee provides documents describing the allegations of infringement;
c. Esri has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
d. Licensee reasonably cooperates in the defense of the claim at Esri's request and expense.

8.2 If the Software or Online Services are found to infringe a US patent, copyright, or trademark, Esri, at its own expense, may

either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of the Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Esri any infringing item(s). Esri's entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and to refund a portion of the ELA fees paid by Licensee in the current fee payment period. The refund will be calculated for the time remaining for the fee payment period, starting from the notice date of infringement to the end of the fee payment period.

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

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

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. Esri reserves the right to update the Small Municipal and County Enterprise Products program suite. Licensee may continue to use all Enterprise Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Enterprise Products Schedule at no additional charge. New or updated Enterprise Products may require additional or revised terms and conditions. The terms and conditions subject to revision are limited to Article 1—Definitions, Article 4—Scope of Use, and Exhibit 1—Scope of Use (E300) or any term as required by law. Esri may provide notice of the additional terms or revisions to Licensee in writing or by posting them on Esri's website at http://www.esri.com/legal. The additional terms or revisions shall be incorporated into this ELA upon use of the updated or new Enterprise Products. Should Licensee reject the additional terms or revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Products.

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

9.3 Taxes and Fees. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs. Sales or use taxes for the fees quoted are as required by law. The tax amount may change depending on the time elapsed between this quote and date of the invoice. Esri will include applicable sales or use taxes on Licensee's invoice unless Licensee provides proof with its order that its organization or use of the product is tax exempt.

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

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

9.6 Successors and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this ELA without Esri's prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding on the respective successors and assigns of the parties to this ELA.

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

9.8 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

9.9 Governing Law. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property.

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

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

ARTICLE 10—ELA MAINTENANCE

ELA Maintenance for Enterprise Products provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable Esri US Software Maintenance Program document (found at http://www.esri.com/legal) as modified by this Article 10—ELA Maintenance. ELA Maintenance does not include Technical Support for Online Services.

a. Tier 1 Support Provided by Licensee

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

b. Tier 2 Support Provided by Esri

(1) Esri shall log the calls received from Tier 1 Help Desk individuals.
(2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
(3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
(4) Esri shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals.
(5) When the Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the user.

Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website.

c. No Software other than the defined Enterprise Products will be provided maintenance under this ELA. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

ARTICLE 11—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

11.1 Orders, Delivery, and Deployment

a. Licensee shall issue an Order upon execution of this ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of this ELA. Esri's Federal ID Number is 95-2775-732.
b. Upon receipt of the initial Order from Licensee, Esri shall authorize download of the Enterprise Products to Licensee for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the Order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee agrees to pay any such sales or use tax associated with its receipt of tangible media.
c. Esri shall provide Authorization Codes to activate the nondestructive copy protection program that enables the Enterprise Products to operate.
d. Licensee shall Deploy, install, configure, and track the Deployment status of the Enterprise Products.

11.2 Order Requirements

a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
b. The following information shall be included in each Order (or Ordering Document):

(1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due
(4) On the face page of Order (or Ordering Document), a reference to this ELA and the following statement: "THIS ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THE ORDER WILL NOT APPLY."

ARTICLE 12—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Esri by Licensee. Licensee agrees that upon execution of this ELA, Esri may publicize the existence of this ELA.

ARTICLE 13—ADMINISTRATIVE REQUIREMENTS

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

13.2 Product Obsolescence. During the term of this ELA, some Enterprise Product items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Products that have been Deployed for the term of this ELA, but updates for such obsolete Enterprise Products may not be available. Esri's Product Life Cycle Support

Policy, available at http://help.arcgis.com/en/shared/Product-life-cycle/ProductLifeCycle.pdf, defines the support phases and overall support plans. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status, which can be found at http://resources.arcgis.com/content/product-life-cycles.

13.3 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and condition and pricing then in effect and based on Licensee's then current population count.

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

ARTICLE 14—OPTIONAL ITEMS

If training courses identified in the ELA Quotation are acquired, they will be subject to the terms found in Exhibit 2—Training Addendum. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of this ELA with respect to the training courses.

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

ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/licensing/software-license.html (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 1 takes precedence over conflicting terms of the License Agreement.

SECTION 1—DEFINITIONS

Software may be offered under the following license types as set forth in the applicable sales quotation, purchase order, or other document identifying the Products that Licensee orders:

1. "Concurrent Use License" means a license to install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired, including the right to run passive failover instances of Concurrent Use License software in a separate operating system environment for temporary failover support.
2. "Deployment Server License" means a license that, in addition to providing Staging Server License rights, authorizes Licensee to install and use the Software or Data to provide services to multiple users on the same or other computer(s).
3. "Development Server License" means a license that authorizes Licensee to install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
4. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
5. "Staging Server License" means a license that, in addition to providing Development Server License rights, enables Licensee to use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
6. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software. Specific Software is subject to the terms of use set forth in the notes referenced below:

Desktop
- Address Coder (22; Addendum 2, Note 7)
- ArcExplorer—Java and Windows Editions (20; Addendum 2, Note 1)
- ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6)
- ArcGIS Explorer Desktop (20; Addendum 2, Note 1)
- ArcGIS for AutoCAD (20)
- ArcLogistics
  - Desktop (Addendum 2, Note 1; Addendum 2, Note 2)
  - Using ArcGIS Online (20; 46; Addendum 2, Note 1)
  - Using ArcGIS for Server (20; 46; Addendum 2, Note 1)
  - Navigator (46; Addendum 2, Note 1; Addendum 2, Note 2)
- ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2)
- ArcReader (20; Addendum 2, Note 1)
- ArcView 3.x and Extensions (17)
- Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4)
- Esri Maps for Office (Addendum 2, Note 1)
- Sourcebook•America (20; Addendum 2, Note 8)

Server
- ArcGIS for Server
  - Workgroup (8; 9; 28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)
  - Enterprise (8; 9; 27; 31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)
  - Cloud Bundle (10; Addendum 3—Common Terms)
- ArcGIS for Server Extensions
  - ArcGIS for INSPIRE (8; Addendum 2, Note 1)
- Esri Business Analyst Server
  - Workgroup (8; 9; 28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)
  - Enterprise (8; 9; 27; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)
- Portal for ArcGIS (31; 61; 62; Addendum 2, Note 1)
- Esri Tracking Server (31)
- Esri Maps for IBM Cognos (53)
- Esri Maps for SharePoint (Addendum 2, Note 1)

Developer Tools
- ArcGIS Runtime SDK for iOS, Windows Phone, Windows Mobile, or Android (16; Addendum 2, Note 1)
- ArcGIS Engine Developer Kit and Extensions (16, 22, 26)
- ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6)
- ArcGIS for iOS (Addendum 2, Note 1)
- ArcGIS for Windows Mobile Deployments (15; 54; Addendum 2, Note 1)
- ArcGIS Runtime (18; 59; Addendum 2, Note 1)
- ArcGIS Runtime SDK (16; 60; Addendum 2, Note 1)
- ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight, ArcGIS API for WPF) (15; 16; 64; 66; Addendum 2, Note 1)
- Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4)
- Esri Developer Network (EDN) Software, Online Services, and Data (24; 26; Addendum 2, Note 1; Addendum 2, Note 6)
- Esri File Geodatabase API (47)

Notes

1–7. Reserved.

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

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

10. Licensee will provide information or other materials related to its content (including copies of any client-side applications) as reasonably requested to verify Licensee's compliance with this License Agreement. Esri may monitor the external interfaces (e.g., ports) of Licensee's content to verify Licensee's compliance with this License Agreement. Licensee will not block or interfere with such monitoring, but Licensee may use encryption technology or firewalls to help keep its content confidential. Licensee will reasonably cooperate with Esri to identify the source of any problem with the Cloud Bundle services that may reasonably be attributed to Licensee's content or any end-user materials that Licensee controls.

11. Reserved.
12. Software is licensed for navigational use only when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
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15. Licensed as a Deployment License. Deployment Licenses for Internet application(s) may be subject to payment of additional license fees.
16. Licensee may deliver applications to Licensee's sublicensee(s) provided Licensee uses a sublicense agreement that protects Esri's rights in Esri's Software, Data, Online Services, and Documentation to the same extent as the License Agreement including, but not limited to, the following terms:

    a. Sublicensee may not reverse engineer, decompile, or disassemble the Esri Software, Data, Online Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; or transfer or assign its rights under the license grant;
    b. Sublicensee may not use any Esri Software, Data, Online Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
    c. Third-party dependent or required components are redistributable subject to permission from the owner or author.

    Applications may be subject to deployment fees owed to Esri. Contact Esri or Licensee's distributor for details.
17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
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20. Licensee may reproduce and deploy the Software provided all the following occur:

    a. The Software is reproduced and deployed in its entirety;
    b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as the License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
    c. All copyright and trademark attributions/notices are reproduced; and
    d. There is no charge or fee attributable to the use of the Software.

21. Reserved.
22. a. ArcGIS Engine for Windows/Linux licenses shall not be used for Internet and server development and deployment;
    b. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
    c. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
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24. EDN Software may be used only for the purposes of research, development, testing, and demonstration of a prototype application. EDN server Software and Data may be installed on multiple computers for use by any named EDN developer. ArcGIS Online subscriptions included with EDN Advanced may be used as permitted by the Terms of Use in Addendum 3, Online Services Addendum.
25. Reserved.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.
27. ArcGIS for Server Web ADF Runtime Software may not be deployed independently of Licensee's ArcGIS for Server Enterprise configuration.

28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.

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38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).

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46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
47. Licensee may develop and distribute software or web applications that use Esri File Geodatabase API to Licensee's end users.

48–52. Reserved.

53. This authorizes installation and use of a sufficient quantity of instances of ArcGIS for Server Enterprise Standard solely for the purposes of integrated intercommunication between Esri ArcGIS for Server map services and IBM Cognos data packages. No other use of Esri ArcGIS for Server Enterprise Standard is permitted.
54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Advanced (Enterprise or Workgroup), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine applications.

55–58. Reserved.

59. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users up to the number of Deployment Licenses that have been purchased.
60. a. ArcGIS Runtime SDK licenses shall not be used for Internet or server development;
    b. An end user must purchase a software application that includes an ArcGIS Runtime license to obtain the right to run an ArcGIS Runtime application on one (1) computer; and
    c. Customers building applications for their own internal use must purchase ArcGIS Runtime licenses for every application Deployed that includes ArcGIS Runtime. A single user may have multiple ArcGIS Runtime licensed applications installed on one (1) computer, but each application is an independent Deployment of ArcGIS Runtime.
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66. For desktop applications or SharePoint, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

ADDENDUM 2
DATA TERMS OF USE
(E300-2)

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

▪ ArcGIS Online Data (1) ▪ StreetMap Premium for ArcGIS (2) ▪ StreetMap Premium for Windows Mobile (2) ▪ StreetMap Premium for ArcPad (2) ▪ ArcLogistics Data (2) ▪ Data Appliance for ArcGIS (3) ▪ Business Analyst/Location Analytics Data (4, 10)	▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) ▪ Data and Maps for ArcGIS (6) ▪ Address Coder Data (7, 10) ▪ Sourcebook•America Data (8, 10) ▪ MapStudio Data (9)

Notes

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

    a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
    b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
    c. Data from i-cubed is subject to the terms of use at http://www.esri.com/legal/pdfs/j9946-icubed.pdf.
    d. Microsoft Bing Maps data is subject to the terms of use at http://www.esri.com/legal/pdfs/e-802-bing-mapsvcs.pdf.
    e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

2. *StreetMap Premium for ArcGIS: StreetMap Premium for ArcGIS for Windows Mobile; StreetMap Premium for ArcPad; ArcLogistics Data:* StreetMap Premium Data may be used for mapping, geocoding, and single vehicle routing purposes but is not licensed for dynamic routing. For instance, StreetMap Premium Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Premium Data may not be used to perform synchronized routing of multiple vehicles. Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcLogistics Software may only be used with the Product for which the Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. Data may include data from either of the following sources:

    a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
    b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.

3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:

    a. Licensee may only use Data for North America with the North America collection of the Data Appliance for ArcGIS. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA

Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.

b. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
c. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
d. Data from i-cubed is subject to the terms of use at http://www.esri.com/legal/pdfs/j9946-icubed.pdf.
e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

4. *Business Analyst Data; Location Analytics Data:* Business Analyst Data is provided with Esri's Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:

   a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Business Analyst Data is restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API, with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
   b. Licensee's use of Canadian Edition Data with Business Analyst (Server, Desktop), Business Analyst Online API, Community Analyst API, or Location Analytics API is subject to the Use of Data Restrictions specific to Esri Business Analyst (Canadian Edition) Data.
   c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) cobranding or otherwise providing the product or service on behalf of any third party; (ii) sublicensing or reselling the Infogroup database; (iii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iv) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (v) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (vi) using the Infogroup database for any direct marketing purposes.
   d. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
   e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.

5. *Demographic, Consumer, and Business Data ("Esri Data"):* This Data category includes demographic, consumer, business, and Tapestry Segmentation datasets. Subject to the terms of the License Agreement and this Addendum 2, Licensee may use the Esri Data for any business purpose.
6. *Data and Maps for ArcGIS:* The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.

   a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at http://www.esri.com/legal/licensing/redistribution-rights.html, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
   b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

7. *Address Coder Data:* This Data is included with Address Coder and is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Address Coder.
8. *Sourcebook•America Data:* This Data is included with Sourcebook•America and provided for Licensee's internal business use solely in connection with Licensee's authorized use of Sourcebook•America.
9. *MapStudio Data:* Use of this Data is subject to the following terms and conditions:

    a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
    b. Telc Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
    c. Data from i-cubed is subject to the terms of use at http://www.esri.com/legal/pdfs/j9946-icubed.pdf.
    d. Infogroup Data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) cobranding or otherwise providing the product or service on behalf of any third party; (ii) sublicensing or reselling the Infogroup database; (iii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iv) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (v) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (vi) using the Infogroup database for any direct marketing purposes.

10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in standalone form.

ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/licensing/software-license.html (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

a. "API" means application programming interface.
b. "ArcGIS Website" means http://www.arcgis.com and any related or successor websites.
c. "Content" means Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
d. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
e. "Named Users" means Licensee's employees; agents; consultants; contractors; or, for education accounts, registered students whom Licensee authorizes to access Online Services for Licensee's exclusive benefit through Licensee's ArcGIS Online account, to which they are explicitly linked through unique, individual user names and passwords.
f. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
g. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
h. "Licensee's Content" means any Content that Licensee or Licensee's Named Users submit to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any applications Licensee builds with Developer Tools and deploy with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
i. "Value-Added Application" means an application using the Developer Tools and Online Services and that includes functions or features not inherent in the Online Services.
j. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own internal use by Licensee and Licensee's Named Users, and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

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

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

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

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Services with other licensed end users or third parties; (vi) distribute the client-side data cache, routes, or geocodes derived from Online Services to third parties; (vii) manually or systematically harvest information and data contained within Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in connection with any products, systems, or applications installed or otherwise connected to or in communication with vehicles capable of vehicle navigation, positioning, dispatch, real-time route guidance, fleet management, or similar applications; or (ix) incorporate any portion of Online Services into a commercial product or service unless it adds material functionality to the Online Services.

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

2.6 Modifications of Online Services. Esri reserves the right to alter, modify, deprecate, or discontinue Online Services and related APIs at any time. If reasonable under the circumstances, Esri will provide prior notice of any material alterations. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

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

ARTICLE 3—TERM AND TERMINATION

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

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Service Interruption. Licensee's access (including access on behalf of Licensee's customers) to and use of Online Services may be suspended, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri or its affiliates.

3.3 Service Suspension. Esri and its affiliates shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches this License Agreement or exceeds Licensee's usage limits and fails to purchase additional Service Credits sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (b) if there is reason to believe that Licensee's use of Online Services will adversely affect the integrity, functionality, or usability of the Online Services or that Esri and its licensors may incur liability by not suspending Licensee's account; (c) for scheduled downtime to conduct maintenance or make modifications to Online Services; (d) in the event of a threat or attack on Online Services (including a denial-of-service

attack) or other event that may create a risk to the applicable part of Online Services; or (e) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If warranted under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.4 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee is solely responsible for the development, operation, and maintenance of Licensee's Content and for all materials that appear on or in any of Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and its licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application and Online Services. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/licensing/dmca_policy.html.

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

4.4 Retrieving Licensee's Content upon Termination. Upon termination of this License Agreement or any evaluation or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

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

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

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

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

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

ARTICLE 7—LICENSEE'S WARRANTIES

Licensee warrants that Licensee's Content or use of Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation will not (i) infringe or misappropriate any third-party intellectual property rights or proprietary rights, (ii) violate any third party's privacy rights or any applicable law, or (iii) contain or transmit to a third party any Malicious Code. Except as prohibited by applicable law, Licensee agrees to defend, indemnify, and hold harmless Esri from and against any claim, action, liability, or demand arising out of a breach of the foregoing warranties.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

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

▪ ArcGIS Online (1; 2; 3; Addendum 2, Note 1; Addendum 2, Note 6) ▪ Business Analyst Online (4; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Business Analyst Online Mobile (4; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Community Analyst (4; Addendum 2, Note 1; Addendum 2, Note 4)	▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Redistricting Online (3; Addendum 2, Note 1) ▪ MapStudio (5; Addendum 2, Note 9)

Notes

1. In addition to the common terms of use of Online Services:

   a. Licensee may use Licensee's ArcGIS Online account to build a Value-Added Application(s).
   b. Licensee may provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:

      i. Licensee may allow anonymous user access to Licensee's Value-Added Application(s).
      ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
      iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
      iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
      v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
      vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.

   c. For ArcGIS Online ELA and Organization Plan accounts: Licensee is also permitted to

      i. Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; or
      ii. Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:

         (1) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
         (2) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
         (3) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.

   d. For Personal Plans, Education and Not-for-Profit use of ArcGIS Online accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA or Organization Plan account.

2. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
3. Terms of Use for ArcGIS Online Services: The following ArcGIS Online Services are not subject to ArcGIS Online fee-based Service Credit consumption usage. There is no fee (unless otherwise noted) to use these services up to the predefined maximum usage limits shown below. Use of these services beyond the predefined usage limits requires an additional fee. These services may be used only in conjunction with ArcGIS Software or an ArcGIS Online account.

    a. *Map Services, Imagery Services, and Geometry Services:* Licensee may put these services to any use consistent with these terms of use, subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. "Transaction" is defined in the Documentation at the ArcGIS Online Content resource center at http://help.arcgis.com/en/arcgisonline/content/.
    b. *ArcGIS Online Standard Task Services (available at http://tasks.arcgisonline.com):* Licensee may put these services to any use consistent with these terms of use, subject to the following:

        - *Standard Geocoding Services:* Licensee may use these services for search capabilities only, and results may not be stored for later use. Whenever results are stored for later use, a subscription is required.
        - *Standard Routing Services:* Licensee is subject to a limit of five thousand (5,000) routing requests (as defined in the Documentation) during any twelve (12)-month period.

    c. *ArcGIS Online Subscription Task Services (available at http://premiumtasks.arcgisonline.com):* Upon Licensee's payment to Esri of the applicable fee(s), Licensee may put these services to any use consistent with these terms of use. Licensee may store results for later use.
    d. *ArcGIS Online Sample Services:* Licensee may use these services for internal evaluation and development purposes only. All licenses for ArcGIS Online Services are subject to these terms of use and any additional restrictions or requirements identified in the Documentation.

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

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

4. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Licensee's external websites.
5. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes.
6. Licensee may develop software or web applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's software or web applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's software or web applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/licensing/software-license.html (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

▪ Educational Programs (1) ▪ Grant Programs (2)	▪ Home Use Program (3) ▪ Other Esri Limited Use Programs (4)

Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any administrative use unless Licensee has acquired an administrative use Term License. Licensee shall not use Products for commercial or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes as specified in the Esri grant document. Licensee shall not use Products for commercial or for-profit purposes.
3. *ArcGIS for Home Use Program:*

   a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at http://www.esri.com/arcgis-for-home/ or Licensee's authorized distributor's website.
   b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. **"Noncommercial"** means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
   c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

      Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at http://www.esri.com/legal/pdfs/home-use-installation-support.pdf. Esri supports users solely with the installation of Esri Software. Esri's Support website is at http://support.esri.com/en/support. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.

4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee'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 Addendum 4. All such program terms are incorporated herein by reference.

EXHIBIT 2
TRAINING ADDENDUM
(E207SET 3/11)

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

ARTICLE 1—TRAINING DESCRIPTION

Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (http://training.esri.com). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual where applicable.
- Esri will confirm Learning Center training class scheduled dates approximately ten (10) business days prior to the class start date.

ARTICLE 3—LICENSEE'S RESPONSIBILITIES

- Licensee must ensure the protection of Esri's copyrights. Licensee shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s) unless otherwise required by law.
- Licensee must not resell seat(s) to an Esri training class unless explicitly authorized in writing by Esri.
- Licensee must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training website.
- Licensee must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in a Virtual Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
- Licensee must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Licensee must submit to Esri Customer Service a list of the names of Students that are to attend any training class. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.
- Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export regulation requirements, course scheduling changes, or cancellations.
- Licensee must provide written notice to Esri's Customer Service at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Licensee is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.

ARTICLE 4—CANCELLATION AND RESCHEDULING POLICY

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

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

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

ARTICLE 5—UNIQUE TERMS FOR THE SMALL ENTERPRISE TRAINING PACKAGE

- To order training, Licensee must include training in the Purchase Order for the ELA or provide a Purchase Order as required and specified within the ELA that matches the Esri quotation.
- Where Licensee submits additional Purchase Orders to purchase training days for additional year(s), any unused training days will automatically roll over.
- A Purchase Order is required annually for each three (3)-year term. Failure to submit annual Purchase Orders will result in the forfeit of unused training days.
- Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.

- The training days are available for a period of twelve (12) months, commencing on the purchase Effective Date, and ending when all training days are consumed, whichever is sooner.
- Esri will invoice for outstanding training expenses where applicable.
- Training days are not transferable and not refundable for any other Esri products or services.

ARTICLE 6—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 7—WARRANTY

7.1 Esri will provide training in a manner consistent with the technical and professional standards of the industry.

7.2 Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE TRAINING IS ERROR FREE.

ARTICLE 8—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 9—UCC INAPPLICABILITY

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

ATTACHMENT "A"

To Esri contract 2013SGE3367 ("Contract")

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(A)** the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY MANAGER

_____

Don E. McDaniel Jr.

_____

Date

APPROVED AS TO FORM:

_____

Bryan B. Chambers, Deputy Attorney Principal
***for* Bradley D. Beauchamp, County Attorney**

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)

_____

Individual Authorized to Sign

Chris Johnson

Print Name

Manager Domestic Contracts

Title

April 25, 2013

Date