



Amendment No. 4  
to  
Enterprise License Agreement No. 2010ELA6144 (ELA)  
between  
Maricopa County  
and  
Environmental Systems Research Institute, Inc. (Esri)

This Amendment No. 4 is effective as of August 1, 2016 and changes the ELA to extend the term an additional three year period, update product list and pricing, add Esri Enterprise Advantage Program terms, as follows:

1. ELA Enterprise License Terms and Conditions (E512). The following modifications are made to the ELA Enterprise License Terms and Conditions (E512):

1.1 Section 7.1 Term. The following is added as a new subsection to section 7.1:

“b. The term of the ELA is extended for a three year period beginning on August 1, 2016 and expiring on July 31, 2019 unless this ELA is terminated earlier as provided herein.”

1.2 The following Appendices are updated with new appendices, each attached hereto and incorporated into the ELA by this reference:

- Appendix A— Software and Deployment Schedule
- Appendix B— Enterprise License (ELA) Fee Schedule

2. Esri Enterprise Advantage Program (“EEAP”). An EEAP subscription is included in this ELA, and EEAP terms and conditions are attached hereto as Esri contract number 305811 (“Esri Enterprise Advantage Program (EEAP) Enterprise License Agreement (ELA) Addendum”) and incorporated by reference.

3. Training Terms and Conditions. Training terms and now found in the EEAP. The Esri document titled Training Terms and Conditions (E207CW) is deleted from the base agreement signed in February 1, 2011

All other terms and conditions of the ELA as previously amended shall remain the same. Accepted and agreed:

MARICOPA COUNTY  
(County)

Signature: \_\_\_\_\_

Printed Name: Wesley Baysinger

Title: CPO

Date: 3/16/16

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC.  
(Esri)

Signature: \_\_\_\_\_

Printed Name: Chris Johnson  
Manager, Commercial & Government Contracts

Title: \_\_\_\_\_

Date: 3/15/16

**APPENDIX A  
SOFTWARE AND DEPLOYMENT SCHEDULE**

For the extended period beginning August 1, 2016 through July 31, 2019 County may Deploy the Enterprise License Software up to the total quantity of licenses indicated below to Licensees during the term of this ELA.

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

Item	Total Qty./Seats to Be Deployed
<b>ArcGIS Desktop Products:</b> ArcGIS for Desktop Advanced, Standard and Basic (Single and Concurrent Use)	Uncapped
<b>ArcGIS Desktop Extensions:</b> 3D Analyst, Spatial Analyst, Network Analyst, Geostatistical Analyst, ArcGIS Publisher, ArcGIS Schematics, and ArcGIS Workflow Manager (Single and Concurrent Use) , and ArcGIS Data Reviewer	Uncapped
<b>ArcGIS Server-based Products:</b> ArcGIS Server Workgroup and Enterprise (Advanced, Standard and Basic)	Uncapped
<b>ArcGIS Server Extensions:</b> 3D, Network, Spatial, ArcGIS Workflow Manager, Geostatistical, Schematics, Image, GeoEvent	Uncapped
<b>ArcGIS Engine Deployment Licenses</b>	Uncapped
<b>ArcGIS Runtime Deployment Licenses</b>	Uncapped
<b>ArcGIS Runtime Extensions:</b> Spatial Analyst, 3D Analyst, Network Analyst	Uncapped

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

Item	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
<b>Business Analyst for Desktop Extension (Basic):</b> concurrent use license with State-wide data pack	0	1	1
<b>Esri CityEngine Advanced:</b> (Concurrent Use) licenses	0	2	2
<b>City Engine Basic:</b> (Concurrent Use) licenses	0	5	5
<b>Data Interoperability for Desktop Extension:</b> (Concurrent Use) licenses	2	1	3
<b>Roads and Highways ArcGIS for Server Extension</b>	2	0	2
<b>Roads and Highways ArcGIS for Server Extension (Staging)</b>	2	0	2

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
<b>ArcGIS Online for Organizations:</b> Level 6 annual subscription	1	1,000	110,000
<b>Esri Community Analyst:</b> Level 1 annual subscription.	1	5	N/A
<b>Esri Business Analyst Online:</b> Level 1 annual subscription.	1	20	N/A

**APPENDIX B  
ENTERPRISE LICENSE (ELA) FEE SCHEDULE**

For the extended period beginning August 1, 2016 through July 31, 2019 the ELA Fee is \$1,635,000. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance, Esri Enterprise Advantage Program (“EEAP”), and Esri International User Conference registrations.

	Year 7 2016	Year 8 2017	Year 9 2018	ELA Fee
<b>Payments</b>	<b>\$435,000</b>	<b>\$545,000</b>	<b>\$655,000</b>	<b>\$1,635,000</b>

<b>Esri Enterprise Advantage Program (EEAP)</b>	<b>100 Technical Advisory Hours per Year.</b> <b>Learning and Services Credits:</b> <ul style="list-style-type: none"> <li>• <u>100</u> for Year 7 (2016),</li> <li>• <u>50</u> for Year 8 (2017),</li> <li>• <u>50</u> for Year 9 (2018).</li> </ul>
<b>Number of Esri User Conference Registrations per Year</b>	<b>18</b>
<b>Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support</b>	<b>5</b>
<b>Number of Sets of Backup Media, if Requested</b>	<b>5</b>
<b>Extended Term of ELA pursuant to Section 7.1</b>	<b>Three Years from August 1, 2016</b>

**Non-ELA Purchases.** All other Esri products not included in this ELA may be purchased at Esri's the existing commercial price list.



**ESRI ENTERPRISE ADVANTAGE PROGRAM (EEAP)  
ENTERPRISE LICENSE AGREEMENT (ELA)  
ADDENDUM (E125-EA)**

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

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**EEAP Agreement No. 305811**

This Esri Enterprise Advantage Program (EEAP) Enterprise License Agreement (ELA) Addendum adds terms and conditions to the ELA with respect to the Esri Enterprise Advantage Program.

Esri offers the Esri Enterprise Advantage Program to Licensees that are current on Esri software maintenance and implementing or have implemented a geographic information system (GIS) enterprise solution based on Esri technology. Licensee agrees to contract with Esri for and Esri agrees to provide Licensee with certain enhanced consulting services, training, Premium Support Services (PSS), and Managed Services available under the Esri Enterprise Advantage Program for the authorized Licensee location as described herein. The Esri Enterprise Advantage Program is not designed for Esri to provide project-specific professional services such as custom application or database development for solutions or applications. If these types of professional services are required, Licensee will need to enter into an agreement for use of Esri Professional Services.

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

**ARTICLE 1—DEFINITIONS**

Capitalized terms that have not been defined in this EEAP ELA Addendum shall have the meaning found in the applicable Esri License Agreement.

1.1 "Activity Description" means the confirmation email or document received from Licensee that describes the number of Learning and Services Credits Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate.

1.2 "Authorized EEAP Contact" means the Licensee point of contact identified on the final page of this EEAP ELA Addendum.

1.3 "End User" means any third party or entity that accesses or uses any Licensee Content via Licensee Website.

1.4 "Esri Mobile Lab" means Esri hardware, shipped to domestic US Licensee site training events if Licensee does not have the required hardware to host a scheduled training event, consisting of laptops preconfigured with Esri Software, Training Materials, hard drives, power cords, and network switches.

1.5 "Hosting" means the business of housing and making accessible Licensee Content via the Internet.

1.6 "Licensee Authorized Contact(s)" or "LAC" means up to two (2) individuals selected by Licensee to report Premium Support Reports and work directly with Esri's Technical Account Manager ("TAM") regarding all such reports. A Licensee that has purchased unlimited PSS may designate additional LAC upon payment of additional fees.

1.7 "Licensee Content" means items including, but not limited to, custom software applications owned or licensed by Licensee, photos, journal text, geospatial data, nongeospatial data, user interfaces, graphics components, and icons, plus any personally identifiable information, supplied by or on behalf of Licensee.

1.8 "Licensee Website" means Licensee Content viewed through a user interface and made available via the Internet under the domain name reserved for the website.

1.9 "Managed Services" means Hosting and the provision of the Managed Services Environment, enhanced by the provision of related services (such as system monitoring and support associated with providing Licensee access to the Managed Services Environment), required to make Licensee Content available to Licensee or Licensee's End Users.

1.10 "Managed Services Environment" means the hardware, Software, Data, Online Services, and network that Esri or its third-party suppliers/partners make available as the underlying environment for Hosting the Licensee Content.

1.11 "Premium Support Report(s)" means a communication via telephone or email by Licensee to Support Services regarding technical problems with Software, Data, or Documentation.

1.12 "Protected Information" means any information, whether in written or digital format, that incorporates content from a protected category, including, but not limited to, personally identifiable information, Customer Proprietary Network Information (CPNI), Protected Health Information (as it is defined by the Health Insurance Portability and Accountability Act of 1996 [HIPAA]), Unclassified Controlled Technical Information (as it is defined by DFARS Section 204.73), and data controlled by the International Traffic and Arms Regulations (ITAR) classified as other than EAR99, all of which may require a greater degree of control, monitoring, and security than is typically established for Esri's Managed Services offering.

1.13 "PSS" means Premium Support Services, which is a prioritized incident management and technical support program as further described at <http://support.esri.com/en/support/premium>.

1.14 "Renewal Period" means any one (1)-year extension of this EEAP ELA Addendum.

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

1.16 "Student(s)" means a registered participant for a specific training course, Licensee coaching services, or training-related services.

1.17 "Technical Account Manager" (TAM) means a designated support resource who acts as the primary point of contact to Licensee for the purpose of coordinating Premium Support Reports through Esri's support processes.

1.18 "Term" means the initial term of this EEAP ELA Addendum as described in Section 7.1.

1.19 "Training Materials" means digital or print content required to complete a course, which may include, but is not limited to, workbooks, data, concepts, exercises, and exams.

1.20 "Work Product" means reports, documented analysis, sample code, prototype/unsupported code, or technical memorandums provided as a result of the consulting services performed under this EEAP ELA Addendum.

## ARTICLE 2—ESRI ENTERPRISE ADVANTAGE PROGRAM

**2.1 Esri Enterprise Advantage Program Description.** The Esri Enterprise Advantage Program is a menu of consulting services, training, PSS, and Managed Services that provides Licensee with the flexibility to select components that best meet its needs. The Esri Enterprise Advantage Program includes the following components as further described at [www.esri.com/services/eeap/components](http://www.esri.com/services/eeap/components), which may be changed from time to time.

- a. *Technical Advisor.* Licensee will receive up to the number of Technical Advisor hours ordered. Licensee may elect to retain additional Technical Advisor hours for a supplemental price.
- b. *Annual Account Planning Session.* A one (1)-day annual account planning and review meeting.
- c. *Technical Work Plan.* A collaboratively developed document designed to drive the program's implementation through definition of Licensee's GIS vision, goals, and objectives.
- d. *Learning and Services Credits.* Licensee will receive the number of Learning and Services Credits ordered. Licensee may use the credits toward any combination of consulting services support, training, PSS, or related travel expenses. Licensee may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the following website: <http://www.esri.com/services/eeap/components#learning>. Esri will provide the Authorized EEAP Contact with a monthly report outlining usage of Esri Enterprise Advantage Program Learning and Services Credits to date.
- e. *Quarterly Technology Webcast.* Esri will provide an email invitation to the Authorized EEAP Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.

## 2.2 Learning and Services Credit Use

**2.2.1 Current on Maintenance.** Licensee must remain current on standard maintenance during the Term of this EEAP ELA Addendum. Standard maintenance is described at <http://www.esri.com/legal>, which may be changed from time to time.

**2.2.2 Authorization of Credit Use.** Licensee will contact its Account Manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit to Licensee a Learning and Services Credit estimate by email for confirmation and authorization to use the credits. This confirmation email or document is hereafter referred to as an Activity Description. The total credits quoted in the Activity Description will be drawn from the unused Learning and Services Credits available, in a single transaction, upon Esri's receipt of approval via email from the Authorized EEAP Contact.

**2.2.3 Travel and Per Diem.** Any Esri travel and per diem will be quoted separately. Licensee may direct Esri to use credits for travel and per diem, as stated in Esri Enterprise Advantage Program Description, Section 2.1 above, or Licensee will issue a purchase order and Esri will invoice Licensee for the travel and per diem expenses as described below in Article 6.

**2.2.4 Notification of Consumed Credits.** Esri will notify Licensee in the event that the authorized Learning and Services Credits are consumed prior to completion of the requested work. Licensee may elect to direct use of additional credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to discontinue work when the authorized credits are consumed.

**2.2.5 Review of Proposed Activities.** Any activities proposed to be completed under the Esri Enterprise Advantage Program will be subject to review and approval by Esri to ensure alignment with the intent of the program.

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

## ARTICLE 3—OWNERSHIP; LICENSE GRANT

### 3.1 For Training

**3.1.1 Software.** The terms of the Esri License Agreement shall be applicable to all Licensee course participants and for all of Esri's Software, Data, Online Services, and Documentation used by Student during any training event. Esri may issue temporary Software licenses when there is an insufficient number of Software licenses available at Licensee's training facility. Upon conclusion of the training event, Licensee shall uninstall the temporary Software licenses and return to Esri any media provided.

**3.1.2 Training Materials.** This EEAP ELA Addendum gives Student certain limited rights to use electronic and tangible versions of the Training Materials. Esri and its licensor(s) retain exclusive rights, title, and ownership to the copy of Training Materials licensed under this Agreement. Training Materials are protected by United States copyright laws and applicable international copyright treaties and/or conventions. All rights not specifically granted in this EEAP ELA Addendum are reserved to Esri and its licensor(s). Esri grants to Student a personal, nonexclusive, nontransferable license to use Training Materials for Student's own training purposes. Student may run and install one (1) copy of Training Materials and reproduce one (1) copy of Training Materials. Student may make one (1) additional copy of the original Training Materials for archive purposes only, unless Esri grants in writing the right to make additional copies.

**3.1.3 Prohibited Uses.** Training Materials are intended solely for the use of the training of the individual Student who registered and attended a specific training course. Student may not

- a. Separate the component parts of the Training Materials for use on multiple systems or in the cloud, use in conjunction with any other software package, and/or merge and compile into a separate database(s) or documents for other analytical uses;
- b. Make any attempt to circumvent the technological measure(s) (e.g., software or hardware key) that effectively controls access to Training Materials;
- c. Remove or obscure any copyright, trademark, and/or proprietary rights notices of Esri or its licensor(s); or

- d. Use audio and/or video recording equipment during a training course.

**3.1.4 Licensee-Supplied Training Data.** Licensee will retain ownership of any Licensee-supplied data.

### **3.2 For Work Product**

**3.2.1 Ownership.** Except as specifically granted in this EEAP ELA Addendum, Esri or its licensors own and retain all right, title, and interest in the Work Product.

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

**3.2.3 Patents and Inventions.** Each party shall retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors (hereinafter called "Inventors") during the term of this EEAP ELA Addendum. The parties shall jointly own any Invention(s) made or conceived jointly by Inventors from both parties. With respect to such Inventions of Licensee relating to the Esri Software, Licensee hereby grants and agrees to grant to Esri an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use. Except as provided below, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection. Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which is hereby given to Esri for Inventions relating to the Esri Software and shall otherwise not be unreasonably withheld by either party.

**3.3 For PSS.** The terms and conditions of the License Agreement for the affected Software will govern any updates, patches, hot fixes, or software provided pursuant to Esri's performance of the PSS ordered under this EEAP ELA Addendum.

**3.4 For Managed Services.** Esri or its affiliates shall retain at all times the right, title, and interest in the Managed Services Environment.

### **3.5 Licensee Content**

**3.5.1 Ownership.** All Licensee Content submitted by Licensee to Esri under this EEAP EA Addendum shall at all times remain the intellectual property of Licensee or its licensor(s). Rights maintained in intellectual property by Licensee or its licensor(s) shall mean any and all now known or hereafter known

- a. Rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights, and mask works;
- b. Trademark and trade name rights and similar rights;
- c. Trade secret rights;
- d. Patents, designs, algorithms, and other industrial property rights;
- e. Other intellectual and industrial property rights of every kind and nature throughout the universe and however designated (including logos, "rental" rights, and rights to remuneration), whether arising by operation of law, contract, license, or otherwise; and
- f. Registrations, initial applications, renewals, extensions, continuations, divisions, or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

Esri shall have no rights to such Licensee Content other than the limited right to use such content for the purposes expressly set forth in Subsections 3.5.2 and 11.9 of this EEAP ELA Addendum.

**3.5.2 License to Licensee Content.** During the term of the Activity Description, Licensee hereby grants to Esri and its affiliates permission to use Licensee Content to support the provision of Managed Services. Such permission shall include, but not be limited to, the grant of rights and license to manipulate, publish, distribute, and implement Licensee Content within the Managed Services Environment in any reasonable manner needed to support the provision of Managed Services.

## ARTICLE 4—WARRANTIES AND DISCLAIMERS

### 4.1 Warranties

4.1.1 Esri will perform its obligation under this EEAP ELA Addendum in a professional and workmanlike manner.

4.1.2 Esri warrants for a period of ninety (90) days after delivery of the services that the services will conform to professional and technical standards of the software industry.

4.1.3 During the term of the Managed Services as described in the Activity Description, Esri warrants that the Managed Services will conform to the scope, descriptions, and assumptions for Managed Services set forth at <http://www.esri.com/services/emcs/packages>. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranty set forth in this article shall be limited, at Esri's sole discretion, to

- a. Providing a correction or a workaround for the Managed Services, or
- b. Returning the Managed Services fees paid for up to three (3) months prior to Licensee's invocation of the limited warranty, provided Licensee ceases to use the Managed Services.

4.1.4 Esri warrants that the media upon which Training Materials is provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 4.1.4 shall be limited, at Esri's sole discretion, to

- a. Replacement of any defective Training Materials;
- b. Repair, correction, or a workaround for Training Materials; or
- c. Return of the fees paid by Licensee for Training Materials that do not meet Esri's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Training Materials and executes and delivers evidence of such actions to Esri.

4.1.5 Licensee warrants that Licensee Content will not

- a. Infringe or misappropriate any third-party intellectual property rights or proprietary rights;
- b. Violate any third party's privacy rights or any applicable law; or
- c. Contain or transmit to a third party any 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.

**4.2 Data Disclaimer.** Data may contain nonconformities, defects, errors, or omissions. Licensee should verify data accuracy before use. ALL DATA THAT ESRI PROVIDES IS "AS IS" WITHOUT WARRANTY OF ANY KIND.

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

**4.4 Internet Disclaimer.** LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE INTERNET (INCLUDING, WITHOUT LIMITATION, THE WEB) IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT

- a. THE INTERNET IS NOT A SECURE INFRASTRUCTURE;
- b. ESRI HAS NO CONTROL OVER THE INTERNET; AND
- c. ESRI IS NOT LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE LICENSEE WEBSITE.

#### **ARTICLE 5—LIMITATION OF LIABILITY**

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

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

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

#### **ARTICLE 6—COMPENSATION**

**6.1** The fees for the initial term of this EEAP ELA Addendum are included in the EA Fees. Fees for additional Learning and Services Credits or Technical Advisor Services will be invoiced upon receipt of Licensee's order. Licensee shall pay Esri within thirty (30) calendar days of receipt of invoice.

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

**6.3** For Esri travel-related expenses, Licensee may elect to do one of the following: (1) use Learning and Services Credits to pay for Esri travel-related expenses including Esri's standard handling fee or (2) request a separate invoice for Esri's travel-related expenses including Esri's standard handling fee. Esri will invoice for all meals (excluding incidental expenses) on a per diem basis in accordance with the per diem rates specified on the government General Services Administration (GSA) website at <http://gsa.gov/>.

#### **ARTICLE 7—TERM AND TERMINATION**

**7.1 Initial Term; Renewals.** The Term of this EEAP ELA Addendum shall run concurrent with the term of the ELA. Prior to the end of the Term, Esri may provide Licensee with a quotation for a Renewal Period. If Licensee accepts the quote, the following terms will apply:

- a. Esri will submit an invoice to Licensee for the quoted annual Esri Enterprise Advantage Program price and Licensee will pay in accordance with Section 6.1 of this EEAP ELA Addendum;
- b. This EEAP ELA Addendum will automatically be extended for any additional Renewal Period; and
- c. The Learning and Services Credits remaining at the end of the initial Term or any subsequent Renewal Period will remain valid for use for a period not to exceed two (2) years following the initial purchase date.

**7.2 Termination for Convenience.** Licensee may terminate this EEAP ELA Addendum without cause upon delivery of thirty (30) days' prior written notice or may simply choose not to renew the EEAP ELA Addendum.

**7.3 Termination for Cause by Licensee.** Licensee may terminate this EEAP ELA Addendum for Esri's material breach of its obligations under this EEAP ELA Addendum upon thirty (30) days' prior written notice to Esri providing Esri the opportunity to cure. If termination is due solely to Esri's failure to perform a material term of this EEAP ELA Addendum, Esri will refund a prorated share of amounts paid to Esri equal to the credits not used by Licensee.

**7.4 Termination for Cause by Esri.** Esri may terminate this EEAP ELA Addendum for Licensee's material breach of its obligations under this EEAP ELA Addendum upon thirty (30) days' prior written notice to Licensee providing Licensee the opportunity to cure. In such event, Esri is not obligated to refund any amounts paid for credits not used.

**7.5 Survival.** Upon termination or expiration of this EEAP ELA Addendum

- a. The Technical Advisor, Annual Account Review, and Activity Description services will end as of the expiration or termination date;
- b. Unless either party terminates this EEAP ELA Addendum for cause, Licensee may apply any unused Learning and Services Credits toward any consulting services support, training, premium support, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within three (3) months after the termination or expiration date. Any other unused Learning and Services Credits will expire thirty (30) days after the expiration or termination date; if Licensee renews the EEAP ELA Addendum within this time period, any unused Learning and Services Credits will carry over for up to two (2) years from their purchase date, or termination of the EEAP ELA Addendum, whichever comes first;
- c. Unless Esri terminates this EEAP ELA Addendum for Licensee's breach, Licensee retains the right to use any Training Materials and Work Product.

## **ARTICLE 8—CONFIDENTIALITY OBLIGATIONS**

**8.1 Obligations Pertaining to PSS.** It may be necessary for Esri or Licensee to disclose to the other party certain confidential information under this EEAP ELA Addendum. Confidential information shall be designated by Disclosing Party in writing or orally and confirmed in writing within thirty (30) calendar days of disclosure as "Confidential," "Proprietary," "Trade Secret," or other similar term. Each party shall use the confidential information described above only for exchanging information needed to provide the PSS contemplated by this EEAP ELA Addendum. Within sixty (60) days of termination of this EEAP ELA Addendum, each party shall promptly return or destroy and provide a certification of destruction of the confidential information of the other party.

**8.2 Obligations Pertaining to Training.** Except as described in Section 8.4, Esri or Licensee may disclose to the other party certain confidential information under this EEAP ELA Addendum. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this EEAP ELA Addendum. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the other party's confidential information.

### **8.3 Obligations Pertaining to Work Product**

**8.3.1** Any Work Product provided to Licensee is deemed confidential information of Esri. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Work Product delivered in Secure Formats. For Work Product delivered in source code or other human-readable formats, Licensee will have met its obligations under this EEAP ELA Addendum if its disclosure of Work Product is limited to such items in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling such Work Product is withheld from such disclosure, and the person or entity in receipt of such Work Product similarly agrees not to perform such acts or allow others to do so.

**8.3.2** Except as provided in the preceding paragraph, Licensee shall not disclose the Work Product to employees or third parties without the advance written consent of Esri. However, Licensee may, without such consent, make such disclosures to employees to the extent reasonably required to allow Licensee to use the Software or Data in a manner authorized under applicable licenses.

**8.3.3** The disclosures permitted under this section shall not relieve Licensee of its obligation to maintain the Work Product in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Work Product to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this EEAP ELA Addendum and obtain their agreement to be bound by them.

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

**8.5 Other Exchange of Confidential Information.** Any other exchange of confidential information between the parties shall require execution of a nondisclosure agreement signed between the parties separate from this EEAP ELA Addendum.

## **ARTICLE 9—PREMIUM SUPPORT SERVICES TERMS AND CONDITIONS**

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

**9.2 PSS Availability.** Licensee may use Learning and Services Credits for PSS (annually) for any product covered under Esri's standard maintenance subscription, provided that Licensee is current on maintenance for applicable Esri Software. Esri shall provide PSS for the Term of the EEAP ELA Addendum as further described at <http://support.esri.com/en/support/premium>.

**9.3 Premium Support Description.** PSS shall provide

- a. A designated TAM;
- b. The ability for LAC to submit Premium Support Reports or escalate standard technical support incidents to Premium Support Reports via telephone or the Esri My Support Portal twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year;
- c. Priority Incident Management; and
- d. Additional enhanced support and services, as described at <http://support.esri.com/en/support/premium>.

### **9.4 PSS Restrictions and Exclusions**

**9.4.1 Excluded Software.** PSS is not available for third-party software. Esri is not responsible for errors attributable to third-party software used in conjunction with or built on Software.

**9.4.2 English Language.** All communications will be conducted in the English language except by agreement of both parties.

**9.4.3 Acknowledgment.** Licensee acknowledges and agrees that the report of an error or defect of any Software is not a guarantee that it can or will be corrected. At Esri's sole discretion, Software is corrected on a priority basis and is subject to release schedules determined by Esri.

**9.4.4 Exceptions to PSS.** The following are not covered by PSS:

- a. Any problem resulting from Licensee's misuse, improper use, unauthorized modification, or damage of the Software or Licensee's combining or merging the Software with any hardware or software not supplied or identified as compatible by Esri;
- b. Any problem resulting from third-party hardware or software;
- c. Errors in any version of the Software other than the officially supported version of Software; and
- d. Any support or implementation services, on-site or otherwise, including, but not limited to, those provided by Esri Professional Services or any third party.

## ARTICLE 10—TRAINING TERMS AND CONDITIONS

**10.1 Application.** Should Licensee choose to use Learning and Services Credits for training or coaching services, the terms of this Article 10 shall also apply.

**10.2 Training Descriptions.** Esri offers instructor-led training and client coaching services in the use of Esri's Software as described below:

- a. Instructor-led training is offered online in a cloud-based environment, at a Licensee site, or at an Esri Learning Center. Course information, location, dates, number of maximum participants, and registration requirements can be found in the Esri Training catalog located at <http://training.esri.com>. Courses are conducted in close conformance with the course description outlined in the Esri Training catalog and are subject to change due to limitations or constraints including, but not limited to, technical capabilities and Licensee's needs.
- b. Client coaching services are available for Licensee to enhance the learning experience by providing extra time to review and practice course concepts with an instructor's on-site guidance.

**10.3 Esri's Responsibilities.** Esri will

- a. Provide the training in a manner consistent with the technical and professional standards of the industry.
- b. Provide an instructor qualified to conduct the course(s).
- c. Provide all necessary training materials for Student(s).
- d. Confirm class approximately ten (10) business days prior to the scheduled start date. For Licensee site and private classes, confirmation is dependent on receipt of the completed Licensee site training request form and intended method of payment.

### 10.4 Licensee's Obligations; Limitations

**10.4.1** Licensee will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered student(s) will not be permitted to view or participate in an Online Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered student(s).
- b. Confirm that all Students meet the minimum prerequisites for the applicable training event set forth on Esri's Training website.
- c. Submit registrations with a confirmed payment commitment at least seven (7) business days prior to the scheduled start date. Registrations submitted without payment commitment will not be guaranteed a reservation and will be added to a wait list pending payment confirmation. All wait list reservations are subject to availability.
- d. Submit to the Esri Training Event Assistant a list of the names and email addresses of Students that are to attend a Licensee site or private training event at least three (3) business days prior to the scheduled start date. Subject to compliance with Section 12.12 Export Control Regulations, any Student that is a resident of a US embargoed country or found on any of the various US Government Lists of Parties of Concern or Specially Designated Nationals lists will not be permitted to attend the training event.
- e. Be responsible for all Student travel arrangements. Esri is not responsible for losses from nonrefundable travel arrangements due to the denial of a Student's participation based on US government export regulation requirements, course scheduling changes, or cancellations.
- f. Complete and submit an Esri Licensee site training request form, if applicable, and ensure that the class environment adheres to the requirements for Esri Training as found online at <http://training.esri.com/gateway/index.cfm?faction=classroom.requirements>.
- g. Ensure that Student use of Training Materials provided by Esri complies with the terms of this EEAP ELA Addendum.
- h. Assume full responsibility for Student attending training course(s) under this EEAP ELA Addendum.
- i. Ensure that Student does not use audio and/or video recording equipment within the classroom without prior written approval from Esri.

**10.4.2** The Esri Mobile Lab option is available for domestic US Licensee site training events if Licensee does not have the required hardware to host a scheduled class. If the Esri Mobile Lab is used, Licensee will

- a. Immediately report any damage to the Esri Mobile Lab equipment to the Training Event Assistant upon receipt of the equipment.
- b. Keep the Esri Mobile Lab equipment in a secure, locked area between training event sessions.
- c. Ensure that only Students use the Esri Mobile Lab equipment.
- d. Be responsible for loss of, damage to, and/or theft of the Esri Mobile Lab equipment while in Licensee's possession if due to the negligence of the Licensee.
- e. Warrant that it maintains sufficient insurance coverage obligations created by this EEAP EA Addendum and required by law.
- f. Allow the Esri instructor to check all Esri Mobile Lab equipment following the completion of training. Any damage to the Esri Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Licensee by written notice. Licensee hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
- g. Make the Esri Mobile Lab equipment available for freight pickup upon the conclusion of the training event.

## **10.5 Student Registration and Training Event Change Policy**

**10.5.1 Individual Student Seats.** Licensee will provide written notice to Esri's Customer Service department at [service@esri.com](mailto:service@esri.com) of any Student transfer, cancellation, or substitution requests at least three (3) business days before the scheduled start date, subject to the following conditions:

- a. Multiple requests and any requests that occur without the three (3) business days' advance notice are subject to a fee, as determined by Esri.
- b. Cancellation of Student registrations that occur without the three (3) business days' advance notice is subject to the full training event fee.
- c. Substitute Students must be from the same organization as the Student being replaced.

**10.5.2 Licensee Site/Private Class/Client Coaching Services (Training Event).** Licensee will provide written notice to Esri's Customer Service department at [service@esri.com](mailto:service@esri.com) of any training event reschedule, cancellation, or Student substitution requirements at least three (3) business days before the scheduled start date.

- a. Training event reschedules and cancellations that occur without the three (3) business days' advance notice are subject to the full training event fee. Licensee will be responsible for all of Esri's reasonable travel expenses and shipping costs (including Esri Mobile Lab), for all rescheduled or canceled training events.
- b. Student substitutions that occur without the three (3) business days' advance notice are subject to a fee. Substitute Students must be from the same organization as the student being replaced.

**10.5.3** If cancellation of a training event is necessary due to force majeure as described in Article 12.5 below, the affected party is released in full from the three (3)-business-day notification requirement. The affected party will either reschedule or cancel the training without that affected party incurring any liability.

**10.5.4** 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 start date.

**10.6** Unless specifically authorized in writing by Esri, Licensee is not authorized to resell seat(s) to an Esri training event.

**10.7 Indemnification.** Esri will indemnify and hold harmless Licensee and each of its directors and officers (collectively, the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments, and settlements, including all reasonable costs, expenses, and attorneys' fees, arising out of any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents while engaged in or as a result of the training or coaching services provided by Esri pursuant to this EEAP ELA Addendum while on Licensee's site.

## ARTICLE 11—MANAGED SERVICES TERMS AND CONDITIONS

**11.1 Documentation.** The Activity Description must define the following:

- a. The Hosting term—This is the duration in which the Managed Services Environment is available to Licensee via HTTP or HTTPS access through the Internet. The Hosting term does not begin until setup and deployment of the data and application are complete.
- b. Targeted system availability—"System availability" means that Licensee and associated End Users are able to have external HTTP or HTTPS access to the application and associated data content through the Internet. Examples of supported levels of system availability are ninety-five percent (95%), ninety-nine percent (99%), and ninety-nine point nine percent (99.9%). Not all Managed Services offerings include a targeted system availability.
- c. Number of anticipated requests—A request is made by an End User through a client (e.g., desktop computer, web application, mobile device) and sent to the server(s) that is set up in the Managed Services Environment by Esri and performs computational tasks on behalf of End User. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. Amount of data storage—"Data storage" refers to the components required to retain digital data, which is to be used and consumed in Licensee GIS applications and/or Online Services, and
- e. The quote for the applicable price in terms of Learning and Services Credits.

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

**11.2 Requirements Planning.** It is Licensee's responsibility to plan for and address with Esri changes to Licensee's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.

**11.3 Licensee Content Licensing and Deployment Confirmation.** Licensee is responsible for maintaining the appropriate licensing to the Licensee Content. Provision of Managed Services will be subject to Licensee's compliance of all relevant Esri and third-party licensing agreement terms, conditions, and arrangements. Licensee will confirm access to the Managed Services Environment within five (5) days of receiving notification from Esri that the Managed Services Environment and Licensee Content are accessible.

**11.4 Risk of Loss.** Risk of loss for all Licensee Content shall at all times remain with Licensee, and it is Licensee's sole responsibility to maintain regular backups of Licensee Content. Risk of loss for the Managed Services Environment shall at all times remain with Esri.

**11.5 Protected Information.** Prior to providing any Licensee Content under this EEAP ELA Addendum, Licensee shall notify Esri if Licensee Content includes Protected Information.

**11.6 Public Software.** Licensee may not upload, use, process, modify, or combine any Open-Source Materials in a manner that requires Esri to (i) disclose or distribute in source code form; (ii) make available free of charge; or (iii) permit others to modify, without charge, any component of the Managed Services. "Open-Source Materials" means any software, documentation, or other material that contains or is derived (in whole or in part) from any software, documentation, or other material distributed as free or open source software or under other similar licensing or distribution models.

**11.7 Monitoring.** Licensee will provide information and/or other materials related to its Licensee Content as reasonably requested by Esri or its Hosting partner to verify Esri's and/or Licensee's compliance with this EEAP ELA Addendum. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Licensee Content solely for the purpose of verifying compliance with this EEAP ELA Addendum.

**11.8 Prohibited Use.** Licensee may not access or use Managed Services to do any of the following, which hereafter will collectively be referred to as "Prohibited Use":

- a. Spam, spoof, phishing, or transmit junk email or offensive or defamatory material;
- b. Stalk or make threats of physical harm;

- c. Store or transmit any 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;
- d. Violate any law;
- e. Infringe or misappropriate the rights of any third party;
- f. Process, store, or transmit any data, information, or technology that is controlled for export under the International Traffic in Arms (ITAR) regulations, is unclassified controlled technical information (UCTI) under DFARS 204.73, or is protected health information (PHI) under HIPAA; or
- g. Otherwise violate a material term of this EEAP ELA Addendum.

**11.9 Takedowns and Service Suspension.** If Esri believes that any Licensee's use of the Managed Services constitutes a Prohibited Use or if Licensee Content violates the restrictions listed in Section 11.8, Esri will notify Licensee, request Licensee to stop the Prohibited Use, and may request that such Licensee Content be removed from Managed Services Environment or access to it be disabled. Esri may remove or disable access to any such Licensee Content without prior notice as permitted under applicable law or as required to comply with any judicial, regulatory, or other governmental order. Esri may also suspend Licensee's access to Managed Services Environment at any time

- a. For scheduled downtime to conduct maintenance or make modifications to Managed Service(s); or
- b. In the event of a threat or attack on Managed Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Managed Services.

If feasible under these circumstances, Licensee will be notified of any service suspension beforehand and allowed reasonable opportunity to take remedial action. In the event that Esri removes Licensee Content or suspends access to Managed Services Environment without prior notice, Esri will provide prompt written notice to Licensee unless prohibited by law.

## ARTICLE 12—GENERAL PROVISIONS

**12.1 Relationship of the Parties.** The parties hereto agree that each is an independent contractor with respect to this EEAP ELA Addendum; that this EEAP ELA Addendum does not constitute an agency, partnership, franchise, or joint venture; and that nothing herein contained is intended to constitute, nor shall it be construed to constitute, the parties as agents, partners, franchisor/franchisee, or co-venturers of each other. Except as expressly provided in this EEAP ELA Addendum, neither party shall have any power or authority to act in the name or on behalf of the other party except with the prior express written consent of the other party.

**12.2 Intellectual Property Rights Attribution.** Licensee shall retain any copyright, patent, or trademark notices on all items licensed under this EEAP ELA Addendum and shall take other necessary steps to protect Esri's or its licensor's intellectual property rights. Licensee shall not copy or distribute, or permit a third party to copy or distribute, any of Esri's Training Material(s).

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

**12.4 Severability.** If any provision of this EEAP ELA Addendum is determined to be invalid, illegal, or unenforceable, the parties agree the remaining provisions of this EEAP ELA Addendum shall remain in full force if both the economic and legal substance of the transactions contemplated by this EEAP ELA Addendum are not affected in any manner that is materially adverse to either party by severing the provision determined to be invalid, illegal, or unenforceable.

**12.5 Force Majeure.** If the performance of this EEAP ELA Addendum, or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyber attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference.

**12.6 Applicable Laws.** This EEAP ELA Addendum shall be governed by and construed in accordance with the laws of the State of Arizona without reference to conflict of laws principles.

**12.7 Nonsolicitation of Personnel.** Neither party shall not solicit for hire any employee of the other party who is associated with efforts called for under this EEAP ELA Addendum during the Term and for a period of one (1) year thereafter. In the event either party believes that the foregoing provision has been breached, they may seek liquidated damages for recruiting and training costs not to exceed twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision. This section 12.7 does not apply to employees who respond to a general solicitation to the public through a newspaper advertisement, website posting, or other job posting media.

**12.8 Taxes.** Services provided are quoted exclusive of all state, local, value-added, or other taxes, customs, or duties, or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's services, applications, or data, Licensee shall pay any such applicable tax upon receipt of written notice that such taxes are due.

**12.9 UCC Inapplicability.** Any services provided under this EEAP ELA Addendum will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

**12.10 Assignment and Delegation.** Esri may, in whole or in part, assign any of its rights or delegate any performance under this EEAP ELA Addendum, provided that Esri shall remain responsible for the performance it delegates. This EEAP ELA Addendum binds and benefits successors or assigns permitted under this Section 12.10.

**12.11 Insurance.** Each party shall, throughout the term of this EEAP ELA Addendum, obtain and maintain at its own cost and expense from a qualified insurance company an appropriate commercial general liability (CGL) insurance policy, including coverage for products liability, naming the other party as an additional named insured. Such policy shall provide protection against any and all claims, demands, and causes of action arising out of any error, omission, failure to perform, or defect, alleged or otherwise, of goods and services used in connection therewith or any use thereof. The amount of coverage shall be in the minimum amount of one million US dollars (US\$1,000,000). The County is self-insured for purposes of compliance with Paragraph 12.11.

**12.12 Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release Software, Data, Online Services, or Documentation, in whole or in part, to

- a. Any US embargoed country (or to a national or resident of any US embargoed country);
- b. Any person on the US Treasury Department's list of Specially Designated Nationals;
- c. Any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or
- d. Any person or entity where such export or reexport violates any US export control laws or regulations including, but not limited to, the terms of any export license or license exemption and any amendments and supplemental additions to US export laws as they may occur from time to time.

**12.13 Headers.** Headers are for convenience only and are not to be used in the interpretation of this EEAP ELA Addendum.

All Licensee contact regarding the Esri Enterprise Advantage Program shall be through the point of contact identified below.

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

Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_ Email: \_\_\_\_\_  
\_\_\_\_\_