

County of Oklahoma Amendment (ESRI Agreement No. 00309338.0)

This County of Oklahoma Amendment ("Amendment") is an Amendment to the **State of Oklahoma Enterprise Agreement No. 2015MPA3035** (Esri No. 307918) and is between the **County of Oklahoma** ("County") and Environmental Systems Research Institute, Inc. ("Esri").

This Amendment shall be effective as of September 1, 2022 ("Effective Date").

WHEREAS, the State and Esri have a State Contract that does not include Enterprise Agreement ("EA") terms; and

WHEREAS, the parties desire to create this Amendment to add Enterprise Agreement terms exclusively for the County which provides for the licensing and Deployment of certain Esri Software, delivery of EA Maintenance, and provision of Esri User Conference registrations and any additional services as specified herein; and

WHEREAS, the parties agree that the State Contract terms will apply to this Amendment, except for those terms conflicting with this Amendment;

NOW THEREFORE, the parties agree to the following:

1. The Enterprise Agreement terms and conditions, attached hereto, shall be incorporated by this Amendment, which include the following documents.
 - i. This Amendment Enterprise Agreement terms and conditions, E512G, including
 - Appendix A—Products and Deployment Schedule
 - Appendix B—EA Fee Schedule
 - Appendix D—EA Points of Contact
2. The terms of this Amendment shall supersede any other conflicting terms and conditions between the State Contract and this Amendment for Customer.
3. For any and all acquisitions made pursuant to this Amendment, the Amendment terms will take precedence when a conflict arises between terms of the Contract and this Amendment.
4. For the avoidance of doubt, Article 3 of the State of Oklahoma Master Agreement Product and Services applies to warranties for EA Products under this EA.

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

ACCEPTED AND AGREED:

COUNTY OF OKLAHOMA
(County)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: 7-B
Timothy Brazeal (Aug 11, 2022 15:02 PDT)
Authorized Signature

Printed Name: Timothy Brazeal

Title: Manager, Commercial and Government Contracts

Date: Aug 11, 2022

ENTERPRISE AGREEMENT TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

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

- "Case(s)" means a failure of Products to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "Customer(s)" means County. For avoidance of doubt, the definition of Customer will not include consultants or contractors. Customer(s) must not include persons or entities ineligible to receive or have access to Esri products or services by operation of law, including US export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.
- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the EA Products (and their related keycodes/registration files), or their having been redistributed, by County during the term of this EA for installation and use by Customer.
- "EA Fee" means the fee set forth in Appendix B—EA Fee Schedule.
- "EA Maintenance" means Tier 2 Support, updates, and patches provided by Esri for EA Products and Rolled-In Software.
- "EA Products" means the Products identified in Tables A-1 and A-2 of Appendix A—Products and Deployment Schedule. EA Products do not include Unit-Priced Item(s) or Esri technology that may be embedded in third-party products purchased by Customer.
- "Effective Date" means the date the EA commences and the start date for all licenses, regardless of when an Ordering Document is provided by Customer.
- "Master Agreement" means the Master Agreement, Products and Services (E204) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement>.
- "Rolled-In Software" means Products (excluding Term licenses or subscriptions) of the same type as EA Products that Customer acquired for use prior to the Effective Date, that are current on paid maintenance (as shown in Esri's customer service records), and that receive EA Maintenance during the term of the EA. If this EA is extended or renewed, Rolled-In Software shall include EA Products Deployed prior to the then-current renewal period.
- "Technical Support" means a process to attempt to resolve reported Case(s) through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Product corrections or modifications specified in the most current applicable Esri Maintenance and Support Program.
- "Tier 1 Help Desk" means County's point of contact from which all Tier 1 Support will be given to Customer.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Customer in the attempted resolution of reported Case(s).
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.
- "Unit-Priced Item(s)" means separately orderable Products or maintenance that is available subject to a per-unit license fee, subscription fee, or maintenance fee.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. During the term of this EA, Customer's use of the EA Products is subject to the Master Agreement and any additional terms set forth in this EA. Unit-Priced Items, if acquired, and Rolled-In Software will be licensed in accordance with the Master Agreement.

2.2 Beta License. Beta licenses are not available under this EA as EA Products.

ARTICLE 3—SCOPE OF USE

3.1 Additional Permitted Uses. For the term of the EA, County may copy and Deploy the EA Products to Customers up to the quantities of licenses granted in Appendix A. No other Customer has a right to copy (except as permitted in the Master Agreement) or Deploy the EA Products. County may transfer, redistribute, or Deploy

the EA Products within the continental United States; Hawaii; Alaska; and US territories, excluding Puerto Rico and the US Virgin Islands.

3.2 Uses Not Permitted

- a. Customer shall not use the EA Products outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any. Any such export will be subject to US Export Control Regulation requirements of the Master Agreement.
- b. Customer shall not transfer, redistribute, or assign EA Products to any third party without the prior written permission of Esri.

3.4 Consultant Access. Customer's consultants or contractors may use EA Products in accordance with the Master Agreement. Customer may not permit its consultants or contractors to install EA Products on consultant, contractor, or third-party computers or remove EA Products from Customer locations except for the purposes of hosting the EA Products on contractor servers for the benefit of Customer.

ARTICLE 4—MAINTENANCE

4.1 EA Maintenance. EA Maintenance is included in the EA Fee. Rolled-In Software and EA Products will receive EA Maintenance, provided that standard maintenance is available for each item. EA Maintenance includes benefits specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>) as modified by this Section 4.1.

a. Tier 1 Support Provided by County

- (1) The Tier 1 Help Desk will provide Tier 1 Support to all Customers.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Products 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 Case(s). Tier 1 Support analysts shall obtain a full description of each reported Case and the system configuration from Customer. This may include obtaining any customizations, code samples, or data involved in the Case. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Case(s).
- (5) If the Tier 1 Help Desk cannot resolve a Case, an authorized Tier 1 Help Desk individual may contact Esri for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions available to Customer.
- (6) County may assign named Tier 1 Help Desk individuals up to the quantity listed in Appendix B. These individuals will be identified through the My Esri portal and will be the only individuals (callers) authorized to contact Esri directly for Tier 2 Support.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from 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 the 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 Case(s) submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not Customer.
- (5) When a Case 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 Customer.
- (6) Esri may, at its sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website or, if requested, deliver them on media.

4.2 Maintenance for Unit-Priced Items. Annual maintenance fees for Unit-Priced Items are not included in the EA Fee, and if ordered, additional fees will apply.

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

5.1 Purchase Orders, Invoicing, Delivery, and Deployment

- a. County will submit its initial purchase order upon execution of this EA for the first term (year). The parties understand and agree that the County can only obligate itself for one year at a time. Notwithstanding, the parties further agree that the County may exercise options to extend this agreement for a further two years, but only by separate written agreement signed by both the parties. The option periods are set forth by Appendix B. A purchase order will be submitted upon approval of the annual written agreement for the respective year. In no event, is this agreement to be construed as self-renewing or obligating the County beyond its current year. Invoices are due and payable within thirty (30) days of invoice.
- b. Any purchase orders that County issues will reference, incorporate, and be subject to the terms and conditions of this EA. Additional or conflicting terms in any purchase orders, invoices, or other documents exchanged during the ordering process, other than the terms of this EA, Product or Service descriptions, quantities, pricing, and delivery instructions, are void and of no effect. County will process all orders and deliveries pertaining to this EA through County's centralized point of contact.
- c. County will include the following information in each purchase order:
 - (1) Esri customer number, the ship-to address, and bill-to address as identified in Appendix C.
 - (2) Purchase order number.
 - (3) Applicable annual payment due and name of Customer. For Unit-Priced Items, the name of the product and quantity.
 - (4) On the face of the purchase order, the following printed statement: "Governed by and subject to County of Oklahoma Amendment Enterprise Agreement No. 00309338.0."
- d. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables County to download, operate, or allow access to the EA Products listed in Appendix A.
- e. Delivery of updates/new versions of EA Products will be made in the same manner. If requested by County, Esri will deliver a limited number of sets of backup media as provided in Appendix B to the ship-to address identified in Appendix C—EA Points of Contact, FOB destination with shipping charges prepaid. County may purchase additional backup media sets at the prices in effect at the time of purchase. County represents that it is tax exempt and will provide Esri with certification upon request.
- f. Esri reserves the right to suspend Customer's access to and use of EA Products if Customer fails to pay any undisputed amount owed on or before its due date.

5.2 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this EA, County shall provide Esri a written report, in the form provided by Esri, detailing all Deployments made, including preexisting and Rolled-In Software (each a "Deployment Report"). The report will be subject to audit by an authorized representative of Esri.

5.3 Esri User Conference Registration. Esri shall provide Esri User Conference registrations to County annually during the term of this EA in the quantities set forth in Appendix B. County is responsible for distributing the registrations to Customers. Third parties may not represent or attend on behalf of Customer at any Esri User Conference.

ARTICLE 6—POINTS OF CONTACT; NOTICES

6.1 Points of Contact. In Appendix C, each party shall identify points of contact for administrative and technical issues.

6.2 Legal Notices. Except as otherwise set forth in this EA, any notice, report, demand, or other communication will be made in writing in English; sent by courier, registered or certified airmail, or facsimile or other electronic transmission; and confirmed when sent by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth below, until changed by notice in writing by either party hereto. If sent by courier or airmail, notice will be effective upon the earlier of confirmed receipt or seven (7) days from the date of

deposit with the courier service or post office. If sent by electronic transmission, notice will be effective one (1) business day from the date of transmission, provided confirmation of receipt is made. Notices will be given at the following addresses:

To: Esri
380 New York Street
Redlands, CA 92373-8100
Attn.: Director of Contracts and Legal
Fax: 909-307-3020
Email: legalnotices@esri.com

To: County
as listed in Appendix C

ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

7.1 Term. The term of the EA will commence on the execution of this agreement by both parties and will end on Aug 31, 2023.

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

7.3 License Term and Use upon Expiration of EA Term. Upon full payment of EA Fee and expiration of this EA, the Master Agreement will survive, and Customer may continue to use the Deployed EA Products included in the final Deployment Report and Rolled-In Software in accordance with the terms and conditions set forth in the Master Agreement. Customer shall notify Esri of the quantity and type of licenses for which Customer elects to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or EA Products upon expiration of the EA, it lapses. If, at a later date, Customer decides to reinstate maintenance, Customer may be required to procure new licenses in order to become current on maintenance. Customer may only purchase standard maintenance or reinstate maintenance on licenses that were included in the final Deployment Report. County shall not Deploy additional copies of the EA Products beyond the quantities in use upon termination or as of the date of expiration.

7.4 Termination for Failure to Exercise Option. This EA contains two, Optional EA Terms (detailed in Appendix B EA Fee Schedule) which the County may exercise at its discretion. If the County chooses to either exercise or not exercise any Optional EA Term, it will give Esri written notice of its decision prior to first day of such Optional EA Term as set forth in Appendix B. The termination date of this EA shall be the last day of the EA Term in which the County's notice to not exercise is provided. If the County does not exercise the Optional 2nd EA Term it may not exercise the Optional 3rd EA Term. Should the County exercise an Optional EA Term, payment for that Optional EA Term will be in accordance with Article 5 of this EA.

Under no circumstances may the County deploy additional copies of the EA Products upon termination of the EA for failure to exercise an Optional EA Term ("Failure to Exercise").

In the event that the EA is terminated for Failure to Exercise, the following conditions shall apply:

- a. Customer must uninstall, remove, and destroy all Deployed EA Products and any whole or partial copies identified in Appendix A, Table A-2, however Customer may continue to use Rolled-In Software, subject to its compliance with the Master Agreement;
- b. Customer may continue to use Deployed EA Products identified in Appendix A, Table A-1, provided:

- i. County shall report the quantity and types of Deployed EA Products and Esri shall determine the quantity and type of EA Products that Customer may continue to use under the Master Agreement terms. This determination shall be based on the value of the EA Products Deployed at commercial list prices against a portion of the amounts paid (portion of EA Fee applicable to EA Products identified in Table A-1). Customer shall uninstall, remove, and destroy the Deployed EA Products in excess of the authorized quantities and types. The remaining authorized quantities and types of EA Products("Remaining EA Products") shall be licensed in accordance with the Master Agreement; and
- ii. Rolled-In Software licenses of the type identified in Table A-1 shall not terminate and may be used at the version level they have been upgraded to at the time of termination. Use and licensing of Rolled-In Software licenses shall be in accordance with the Master Agreement.

c. No refund will be provided to Customer for payments made prior to termination.

ARTICLE 8—CONFIDENTIALITY- SEE STATE CONTRACT 307918 FOR CONFIDENTIALITY

8.1Reserved

ARTICLE 9—RELATIONSHIP OF THE PARTIES

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

ARTICLE 10—FORCE MAJEURE

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

ARTICLE 11—GIS STANDARD

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

ARTICLE 12—ADMINISTRATIVE REQUIREMENTS

12.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services. Certain Esri partners are authorized to either embed limited portions of Esri technology or bundle Esri products or services with the partner's application or service under Esri's OEM or Solution OEM programs. Partner pricing and product bundling is independent of this EA, and each partner markets under its own business model and pricing. Customer 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 Products as EA Products under this EA. Customer 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 Products or any component thereof included in the OEM software program or product, will be licensed through the Master Agreement provided by the OEM partner and not through this EA.

12.2 EA Products—Limited Quantity or Unit-Priced Items. Esri reserves the right to exclude new Products from uncapped Deployment. New Products may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under a site or enterprise license. Such items can be made available to County on a limited-quantity basis or as unit-priced items.

12.3 Obsolescence. During the term of this EA, some of the items listed in Appendix A may become obsolete, will no longer be commercially offered, or may no longer be available for Deployment. Customer may continue to use EA Products that have been Deployed, but support and upgrades for older items may not be available. EA Maintenance and maintenance and availability of EA Products identified in Appendix A will be subject to each item's Product Life Cycle Support Status and Esri's Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle> by selecting the product type and clicking the Product Life Cycle link for specific product plans.

ARTICLE 13—GENERAL PROVISIONS

13.1 If there is a conflict among any of the terms and conditions in the various documents, the order of descending precedence will be as follows: (1) Signature Page, (2) Enterprise License Terms and Conditions, (3) Master Agreement. For the avoidance of doubt, Article 7—Term, Termination, and Expiration of this EA supersedes any termination language in the Master Agreement with respect to all Products and Services provided under this EA. If Customer subscribes to the Advantage Program, the Advantage Program terms and conditions of the Master Agreement take precedence over the provisions of this EA with respect to products or services provided under Advantage Program. Except as otherwise expressly provided herein, any amendment or addendum to this EA must be in writing and signed by an authorized representative of each party.

13.2 Survival of Certain EA Clauses. The provisions of Sections 7.3 of this Enterprise License Terms and Conditions document will survive the expiration or termination of this EA.

**APPENDIX A
PRODUCTS AND DEPLOYMENT SCHEDULE**

County may Deploy the EA Products up to the total quantity of licenses indicated below to Customer during the term of this EA.

**Table A-1
EA Products—Uncapped Quantities**

Product	Total Qty. to Be Deployed
ArcGIS Desktop: Advanced, Standard, Basic (Single and Concurrent Use)	<i>Uncapped</i>
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, ArcGIS Tracking Analyst, and ArcGIS Workflow Manager (Single and Concurrent Use)	<i>Uncapped</i>
ArcGIS Enterprise: Enterprise and Workgroup (Advanced and Standard)	<i>Uncapped</i>
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	<i>Uncapped</i>
ArcGIS GIS Server: Advanced, Standard, Basic	<i>Uncapped</i>
ArcGIS Monitor	<i>Uncapped</i>
Mapping and Charting Solutions: Esri Production Mapping for Desktop	<i>Uncapped</i>
ArcGIS CityEngine Concurrent Use	<i>Uncapped</i>
ArcGIS Engine	<i>Uncapped</i>
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	<i>Uncapped</i>
ArcGIS Runtime: Standard and Advanced	<i>Uncapped</i>
ArcGIS Runtime Analysis Extension	<i>Uncapped</i>

Table A-2
EA Products—Capped Quantities

Item	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Locate XT: Concurrent Use Licenses	-	2	2
ArcGIS Data Interoperability Desktop Extension: Concurrent Use Licenses	-	1	1
ArcGIS Image Analyst (for use with ArcGIS Pro): Concurrent Use Licenses	-	5	5
ArcGIS Image Server: Perpetual Licenses	-	2	2
ArcGIS GeoEvent Server: Perpetual Licenses	-	2	2
ArcGIS Notebook Server Advanced	-	1	1
ArcGIS Image User Type Extension for ArcGIS Online: Term Licenses	-	5	5
ArcGIS GeoBIM User Type Extension for ArcGIS Online: Term Licenses	-	2	2
ArcGIS Business Analyst Web App Standard Online: Term Licenses	-	10	10
ArcGIS Business Analyst Web App Advanced Online: Term Licenses	-	2	2
ArcGIS Insights in ArcGIS Online: Term Licenses	-	2	2
ArcGIS Urban Suite: Term Licenses	-	5	5
ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise: Term Licenses	-	10	10
ArcGIS Utility Network Service User Type Extension for ArcGIS Enterprise: Term Licenses	-	5	5
ArcGIS Workflow Manager User Type Extension for ArcGIS Enterprise: Term Licenses	-	5	5
ArcGIS Insights for ArcGIS Enterprise: Term Licenses	-	2	2
ArcGIS GeoPlanner for ArcGIS Enterprise: Term Licenses	-	2	2
ArcGIS Navigator for ArcGIS Enterprise: Term Licenses	-	20	20
ArcGIS Tracker for ArcGIS Enterprise: Term Licenses	-	30	30
ArcGIS Excalibur for ArcGIS Enterprise: Term Licenses	-	1	1
ArcGIS Developer Subscription: Professional Level Annual Subscription	-	1	1
ArcGIS Developer Subscription: Enterprise Level Annual Subscription	-	1	1
ArcGIS Hub Premium ArcGIS Online Community: Term Licenses	-	1	1
ArcGIS Hub Premium Additional Identities: Blocks of 1,000 Additional Community Identity Term Licenses	-	5	5

ArcGIS Hub Premium Additional ArcGIS Online Credits: Blocks of 1,000 Additional Credits	-	5	5
ArcGIS Velocity US Region Standard Subscription: Years 2 & 3 Only	-	1	1
Streetmap Premium for ArcGIS North America HERE Data Full Use: Single Use State License	-	1	1

Product	Number of Subscriptions	Total Number of Named Users	Annual Credits per Named User
ArcGIS Online User Types*	1	75 Viewers 75 Field Workers 75 Creator	N/A 250 500
ArcGIS Enterprise User Types* (Term Licenses)	1	10 Editor 100 Field Worker 100 Creator	- - -

* The EA Fee is based on an estimated number of 50 Creator, 50 Field Worker, and 50 Viewer ArcGIS Online User Types and 75 Creator, 75 Field Worker, and 3 Editor ArcGIS Enterprise User Types. County may Deploy up to the quantity set forth in Table A-2, but any increase over the estimated number of Named Users will be taken into consideration for fees associated with future renewals.

**APPENDIX B
EA FEE SCHEDULE**

The EA Fee is in consideration of the EA Products, EA Maintenance, Esri User Conference registrations, Advantage Program and Esri Training Program. This EA includes two (2) optional years per the applicable pricing below. County may exercise each optional year by renewing this agreement by separate written agreement to Esri prior to anniversary date. If County does not elect to use any optional year, then the Term of this EA expires, and any future optional years may not be exercised.

	Year 1	Option Year 2	Option Year 3
Payments	\$330,000	\$330,000	\$350,000

Number of Esri User Conference Registrations per Year	12
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	4
Number of Sets of Backup Media, if Requested	2
Term of EA	1 Year from Effective Date, plus Option Years
Advantage Program	100 Advisor Hours per Year 200 Learning & Services Credits Year 1, and 150 Learning & Service Credits Option Years 2 & 3 Annual One-Day Planning Meeting Quarterly Technology Webcasts
Training Pass*	25 Days Annually for Each Year of the EA Term

**Training Pass days may be rolled over from year to year. Unused Training Pass days will expire upon expiration of the EA Term.*

**APPENDIX C
EA POINTS OF CONTACT**

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

1. Esri point of contact for order processing issues:

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

2. Esri contact for Tier 2 Support issues:

MyEsri: <https://my.esri.com>
Phone: 909-793-3774 (within the United States only)
Web: <https://support.esri.com>

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

Name: _____
Email: _____
Phone: _____
Fax: _____

4. All invoices to County will be mailed to the address listed below:

County Office: _____
Name: _____
Address: _____

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

County Office: _____
Name: _____
Address: _____

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

County Office: _____
Name: _____
Address: _____



Requisition 12300295-00 FY 2023

Bill To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK
73102

Acct No:
UNDEFINED ACCOUNT.
Review:
Buyer: 6065bbkeltho
Status: Created

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Vendor
ESRI (ENVIRONMENTAL SYSTEMS RESEARCH IN
PO BOX 741076

Ship To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

LOS ANGELES, CA 90074-1076
USA
Tel#909-793-2853 X15

Deliver To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department	
06/09/22	1000441				General Government	
LN Description / Account				Qty	Unit Price	Net Price
001 ESRI Licenses / ITSW1016				190000.00 EACH	1.00000	190000.00

Ship To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Deliver To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total

190000.00

***** General Ledger Summary Section *****
Account

Amount Remaining Budget