

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT FOR GIS IMPLEMENTATION SUPPORT SERVICES – ESRI WATER UTILITY NETWORK IMPLEMENTATION SUPPORT – WO #92123 - (\$295,000.00) - between ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the PROFESSIONAL SERVICES AGREEMENT FOR GIS IMPLEMENTATION SUPPORT SERVICES – ESRI WATER UTILITY NETWORK IMPLEMENTATION SUPPORT – WO#92123 - between ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

THE SERVICES WILL INCLUDE THE PHASE TO MOVE THE WATER UTILITY NETWORK TO PRODUCTION AND IMPLEMENTATION TO TRANSITION FROM EXISTING GIS SOFTWARE TO NEW (ALREADY PROCURED) GIS SOFTWARE, DATA MODELING AND DATA MAPPING (CONVERTING EXISTING AND DESIGNING NEW DATABASES), DATA MIGRATION INTO NEW DATABASES, CONFIGURING AND IMPLEMENTING STEPS TOWARD A WATER DATA IMPLEMENTATION, DEPLOYING UTILITY NETWORK ONTO ENTERPRISE ENVIRONMENT, ASSISTING WITH USER ACCEPTANCE TESTING, MEETINGS, TRAINING, KNOWLEDGE TRANSFER, AND OTHER CUSTOMARY SERVICES INCIDENTAL THERETO. THE IMPLEMENTATION SUPPORT SERVICES AND TRAINING SERVICES WILL ENSURE CONFORMANCE WITH PREPARATION FOR EXISTING SOFTWARE DEPRECATION, ALIGNING WITH COORDINATED ENTERPRISE UPGRADES AND ENSURE IMPLEMENTATION REQUIREMENTS FOR NEW GIS SOFTWARE;

1 involving a total cost of TWO HUNDRED NINETY-FIVE THOUSAND AND 00/100
2 DOLLARS - (\$295,000.00). A copy of said Contract is on file with the Office of the
3 City Clerk and made available for public inspection, according to law.

4 **SECTION 2.** That this Ordinance shall be in full force and effect from
5 and after its passage and any and all necessary approval by the Mayor.
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8 _____
Council Member

9 APPROVED AS TO FORM AND LEGALITY

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11 _____
Malak Heiny, City Attorney
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Contract between Environmental Systems Research Institute, Inc. (ESRI) and the City of Fort Wayne, City Utilities

This contract ("Contract") is made by and between Environmental Systems Research Institute ("ESRI") and the City of Fort Wayne, City Utilities ("Client"), a municipal utility with its principal place of business located in Fort Wayne, Indiana. This Contract is pursuant to ESRI Proposal No. P022775 attached here as Exhibit A and the Master Agreement Products and Services, (ESRI Agreement No. 00347253.0) ("Agreement") attached here as Exhibit B as referenced and previously agreed to in the Enterprise License Agreement (ESRI Agreement No. 00337182.0) between ESRI and the iMAP Consortium Members with an effective date of January 1, 2025 published at <https://www.esri.com/en-us/legal/terms>.

1. Scope of Services

Part 1: Services in accordance with and as listed in ESRI Proposal No. P022775 listed below as Exhibit B.

2. Project Cost

	Description	Amount
Part 1	Services in accordance with and as listed in ESRI Proposal No. P022775 (Exhibit A)	\$295,000
	Total	\$295,000

3. Payment Terms

Part 1: In accordance with ESRI proposal No. P022775, attached here as Exhibit A the Client will be invoiced on a monthly basis, according to the percentage of work completed during the previous 30-day period. Invoices are to be paid within 30 days of receipt of invoice.

4. Project Timeline

Part 1 of the project shall commence on December 17, 2025 and is expected to be completed by December 31, 2026, subject to adjustments as mutually agreed upon by both parties.

5. Termination

Either party may terminate this Contract for convenience upon written notice to the other party, in accordance with the terms set out in the Agreement Section 5.8 Customer Termination for Convenience.

6. Security of Data and Information

6.1 Protection of Data: ESRI shall implement and maintain reasonable security measures to protect the data and information provided by the Client from unauthorized access, disclosure, alteration, or destruction.

6.2 Data Ownership and Usage: All data and information provided by the Client shall remain the property of the Client. ESRI shall not use such data and information for any purpose other than the performance of the services under this Contract without the prior written consent of the Client.

6.3 Breach Notification: In the event of a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Client's data, ESRI

shall promptly, but in no event later than seventy – two (72) hours, inform the Client of the breach and take necessary steps to mitigate the breach's effects.

7. Intellectual Property Rights

Esri owns and retains all rights, title, and interest in the Deliverables provided under this Contract, except as expressly agreed in writing by the parties rights under an amendment to this Contract. In consideration of Client's payment of all applicable fees in accordance with this Contract, Esri grants to Client a nonexclusive, nontransferable right and license to access and use Deliverables as set forth in the Agreement Section 1 General Grant of Rights and Restrictions.

8. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Indiana.

9. Entire Agreement

This Contract, along with ESRI Proposal No. P022775, the terms and conditions in the Master Agreement Products and Services, (ESRI Agreement No. 00347253.0) constitutes this entire agreement between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof.

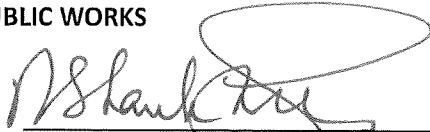
Signature Page to Follow

APPROVALS

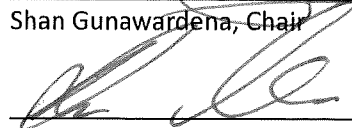
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

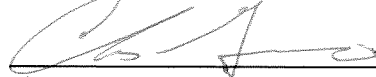
BY:


Shan Gunawardena, Chair

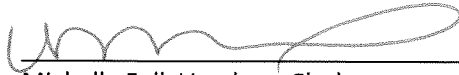
BY:


Kumar Menon, Member

BY:


Chris Guerrero, Member

ATTEST:


Michelle Fulk-Vondran, Clerk

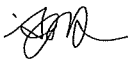
DATE:

12.16.2025

APPROVED FOR CONSULTANT

Environmental Systems Research Institute, Inc. (ESRI)

By:



Stacy McEwan, Associate Director – PS Contracts

DATE:

Dec 10, 2025



EXHIBIT A

AN ESRI
PROPOSAL

December 10, 2025

Fort Wayne City Utilities: Water System Utility Network Production Migration

Prepared for:

Uriel Castro

Fort Wayne City Utilities

200 East Berry Street, Suite 130

Fort Wayne, IN 46802

Esri Proposal # P022775

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1.0 Solution Overview

Allen County – Fort Wayne City Utilities (the City) has requested Environmental Systems Research Institute, Inc. (Esri) to support its efforts in migrating their water utility GIS data into ArcGIS Utility Network and deploying in the production environment.

ArcGIS Utility Network

The ArcGIS Utility Network is designed to provide a robust foundation for scalable modeling across utility assets. The Utility Network is a complete system for designing and managing solutions through the application of geographic knowledge. Data communication is done through feature-based REST services via ArcGIS Enterprise. It utilizes the new branch versioning capabilities in the geodatabase for improved workflows, synchronized editing, and increased performance for analytics. This approach allows for greater data scalability and performance for both simple and complex data models. Utilities have the potential to model real-world complex features found in pumphouses or relay banks as well as simple linear assets and terminal controllers. Modern utility solutions require a higher level of data resolution to improve return on investment.

Pilot Round 1 Migration Summary

This request follows the Pilot Round 1 Migration phase previously performed by the City under the consultation of Esri.

- The source data was from the water distribution geometric network at 10.8.1 on SQL Server 2019.
- The environment was upgraded from 11.0 to 11.3.
- The database used SQL Server 2019.
- The geodatabase version was created at 11.3 with ArcGIS Pro 3.3.2.
- The utility network version was at version 6 to support Field Maps.
- This pilot was for the water domain. The decision was to implement the additional domains of sanitary water and stormwater in separate utility networks on separate geodatabases but in the same instance as the water utility network.
- For the pilot Utility Network migration, Esri's ArcGIS Solutions Water Utility Network Asset Package (Water Utility Network Foundation version 1_3) was used as the starting template data model. This template asset package (data model) was modified based on City Utilities source geodatabase attribution and using the input from City Utilities GIS staff.

Section 2.0 Scope of Work below contains a detailed scope of work Esri proposes to perform, including the associated deliverables.

2.0 Scope of Work

2.1 Work Plan

Please refer to Appendix A of this proposal for general assumptions, the City responsibilities, and the deliverable review and acceptance process that apply to this Scope of Work.

Task 1 Project Initiation & Planning

Task 1.1 Kick-off Meeting

Esri will provide consulting services to prepare and conduct a remote, one-hour project kick-off meeting to review the scope of work, tasks, deliverables, and schedule, confirm assumptions, and establish joint expectations for the project outcome. The schedule is a living document and will be updated as needed to reflect changes in planned tasks, dates, and resources. It is anticipated that the meeting will cover the following topics:

- Review the scope of work
- Identify any prerequisites and/or constraints
- Task-Phase-based RACI Matrix review
- Communication Plan review (including cadenced project management, team, and status meetings). As part of the communication plan, meetings would be hosted and recorded by Esri and recordings and AI-generated transcripts and summary outlines will be provided to the City as downloaded files.
- Working Agreement review
- Plan for scheduling various tasks
- Discuss next steps

Esri will capture meeting discussion points and provide a summary to the City. The meeting summary will include attendance, discussion topics, items identified as revisions to planning elements (i.e., schedule), action items, issues, and decisions.

Esri Deliverables

1. Kick-off Meeting – One (1) hour, remote
2. Kick-off Meeting Summary Document

Task 2 Data Modeling & Mapping Updates

The City will provide Esri with its latest water distribution GIS data in file geodatabase format before this task begins. Any data cleanup and updates based on the results and findings of the round 1 migration are to be made by the City. The City will export the asset package from its round 1 deployed utility network environment.

Esri will update the data mapping matrix Excel file from the pilot project according to changes already communicated by the City team for this production migration round. No further modifications will be made beyond those provided by the City during this proposal development. The revised mapping matrix file will be sent to the City for review and feedback.

After receiving consolidated feedback and agreed changes, Esri will finalize the data mapping file. The water utility network schema (asset package) from the pilot project will also be updated based on the finalized mapping matrix.

The city will review the finalized mapping matrix and finalized water utility network schema (asset package) and provide acceptance prior to beginning Task 3.

Customer Responsibilities:

- The City will provide Esri with its latest water distribution GIS data in file geodatabase format before this task begins.
- Any data cleanup and updates based on the results and findings of the round 1 migration are completed by the City.
- The City will export the asset package from its round 1 deployed utility network environment.

Esri Deliverables

3. Data Mapping Review Meeting – One (1) hour, remote
4. Final Data Mapping Matrix and Data Model

Acceptance: Upon completion of Task 2, the City is responsible for providing written acceptance of Deliverables 3 and 4 in accordance with the process described in the Agreement.



- The data mapping and data model updates will be implemented in accordance with the information provided to Esri during the development of this proposal.

Task 3 Data Migration

The City will provide Esri with a geometric network geodatabase extract for migration. While the utility network is being migrated and deployed, the City will either pause geometric network

data edits or create a strategy to address any backlog once migration is complete. If there are pending edits, the City team will update the utility network geodatabase directly after the migrated data goes live in the City's production system.

Esri will update the data migration Extract-Transform-Load (ETL) file from the pilot project, utilizing the finalized mapping matrix and the defined target utility network asset package schema. Data migration will be executed with the updated ETL, and the migrated dataset will undergo thorough QA/QC steps to confirm alignment with the mapping matrix documentation and verify that no data loss has occurred during migration.

Esri will perform the following QA/QC checks during Utility Network data migration:

- Feature and object count checks will be performed between source datasets and migrated Utility Network geodatabase datasets to check and reduce data loss during the migration process. Esri will produce a feature count check report as a part of its QA/QC report.
- QA/QC checks will also be executed to verify the integrity of data attributes. Esri will use automated QA/QC tools to check for data loss or corruption during the migration process and that the migrated GIS data is the intended format. Esri will verify that the links between the GIS and the related attribute tables have been maintained.
- Inaccurate attributes will be identified including null values or those falling outside the predefined domains or illogical attributes based on network connectivity.
- Once the data has passed Esri's internal QA/QC process, the migrated water asset package will be applied to an Esri internal staged Utility Network, where the topology will be validated using the asset package's connectivity rules. Errors with the topology will be reviewed and corrected if they are the result of migration configuration; whereas errors that are the result of insufficient or invalid data will be reported back to the City for further review and action. We expect the City to perform data cleanup, addressing UN topology errors directly in the utility network geodatabase once it is deployed in City's environment.

Esri will create a Data Migration Summary document with migration and QA/QC results and deliver this to the City, along with the migrated water utility network geodatabase (in file geodatabase format). The City will review the water utility network file geodatabase to provide acceptance of this delivery.



- The City will configure subnetwork controllers (for system and if necessary, in pressure tiers) and update subnetworks based on the knowledge and practice acquired during the pilot migration project.

Customer Responsibilities:

- Plan a geometric network data editing freeze during this migration, and/or develop a plan to post any data backlogs after completing the production utility network migration
- Rebuild maps and apps with the round-2 migrated utility network geodatabase.
- The City has provided training to editors on the use of the utility network geodatabase, as well as relevant editing and data management workflows. These topics are not included within the scope of this work.
- Configure subnetwork controllers for the System Tier and Pressure Tier using the knowledge acquired during round-1 implementation and knowledge transfer session meetings.
- Resolve utility network topology errors, if any, reported in production migrated water utility network geodatabase as part of internal data editing workflows, and create/update subnetworks.
- The City is responsible for manual data clean-up, if needed.
- The City is responsible for re-establishing any third-party integrations to the GIS system, if needed.
- Provide the appropriate City staff members to work with the Esri consultant(s).
- Provide the Esri consultants with access to the City's data and system environment, as necessary.
- Procure and/or license all necessary data, Esri COTS software, and third-party software before starting this activity.

Esri Deliverables

5. Water Utility Network File Geodatabase
6. Data Migration Summary Document with QA/QC results

Acceptance: Upon completion of Task 3, the City is responsible for providing written acceptance of Deliverables 5 and 6 in accordance with the process described in the Agreement. The deployment task (Task 4) will begin only after receiving the acceptance for the migrated utility network geodatabase (File or Mobile Geodatabase).



- This scope of work includes support for a single round of data migration only.
- The creation of new attribute rules or updates to existing attribute rules are outside of this scope of work.
- Esri is not responsible for source data issues.
- Manual data cleanup is not included in this scope of work.
- Esri is not responsible for any data backlog posting.

- | |
|--|
| <ul style="list-style-type: none">• Esri is not responsible for any third-party business systems integration with the utility network geodatabase. |
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Task 4 Utility Network Enterprise Deployment

After completing the review and configuration of the Enterprise environment (ArcGIS 11.3), Esri will provide remote consulting support to assist the City with configuring and using Utility Network version 6 for the water network. Esri will provide consulting support in the following areas:

- Load migrated data from file geodatabase into the City's Enterprise environment.
- Configure Utility Network components for water: ArcGIS Pro project, editing templates, attribute rules, and associations (if applicable).
- Validate network topology, update subnetwork controllers, and configure terminals.
- Write a Summary Implementation Report, not to exceed five (5) pages, describing the deployment steps performed during task 4.

Customer Responsibilities:

- The ArcGIS Enterprise will be at version 11.3, and all security and applicable patches (branch versioning, utility network, and SQL Server) will be applied.
- SQL Server will be at a version that supports ArcGIS Enterprise 11.3 and ArcGIS Pro 3.5 per the following [matrix](#).
- The geodatabase will be an empty geodatabase at version 11.3.
- The SQL Server instance will be on a machine with enough resources to support the utility network geodatabase.
- ArcGIS Pro 3.3.7 or latest patched version of 3.3 will be used for deployment, though the latest Pro 3.5.x can be used for editing.
- ArcGIS Pro used for deployment will at least meet the recommended standard of 32 GB RAM, at least 4 cores, and dedicated GPU or 4 GB or more.
- The asset package will be deployed from a local drive to the ArcGIS Pro being used for deployment.
- All licensing required for the utility network will be available at the time of implementation.
- Implementation and knowledge share support will be remote from 10 am – 5 pm EST.

- No third-party integration will be done as part of this project.

Esri Deliverable

7. Summary Implementation Report

Acceptance: Upon completion of Task 4, the City is responsible for providing written acceptance of Deliverable 7 in accordance with the process described in the Agreement.

Task 5 Quality Assurance/Testing Phase

Task 5.1 Utility Network Test Plan

Esri will assist the City in preparing a Test Plan containing a checklist of steps to be taken to substantiate the functionality of the water utility network. The Test Plan would include Test Scripts and identify procedures, types of testing, test strategy, and the criteria the City will use to validate the Utility Network configuration and migration work.

Test Scripts within a Test Plan often include:

- List of Test Scripts—This is a list of tests that will be executed to verify that the Utility Network configuration and migration work meet the approval criteria set forth in the second round of data migration and configuration (Tasks 3 and 4).
- Content of each Test Script—Instructions on how to conduct the test, including information such as the specific sequence of steps, environment, variables, and pre- and post-conditions.

Task 5.2 User Acceptance Testing (UAT) Support

The objective of UAT is for the City to confirm the water utility network configuration and data migration complies with the recommended Test Plan. Typical UAT include the following procedures to be used by the City and Esri:

1. When the City testing team members find a discrepancy that they believe is a configuration or software defect, they will first attempt to validate the discrepancy by reproducing the discrepancy before reporting it to Esri. The City will document the steps needed to reproduce the problem using an agreed to defect reporting template. Esri will then work to validate the discrepancy. If Esri can validate the discrepancy, it will be recorded as a defect and classified as one of four defect priority levels (reference the descriptions in Table 1 below).
2. If Esri cannot validate the discrepancy, the City testing team will either provide more information or demonstrate how and where the discrepancy occurs. Based on this

information, Esri will work to further identify the source of the discrepancy. Esri may determine that the discrepancy is not a configuration or software problem but instead a problem with data, non-application software, the network, an operator's use of the system, or a misunderstanding about how the solution's business rules work.

3. If Esri cannot replicate a reported discrepancy, or if the City testing team cannot demonstrate it, or if it is determined by Esri that the discrepancy has another cause not related to Esri-supplied software, system or solution, Esri will notify the City testing team that the problem is not a solution defect and endeavor to identify the cause of the defect. If appropriate, Esri will recommend an action to take, for example, to reload certain data into the system.

Esri will use its internal defect-tracking application to capture and prioritize defects and enhancements. The City will be given access to this tool to report UAT defects. During UAT, Esri and the City will hold daily remote defect review conference calls to review the open defects and associated severity. At the conclusion of UAT, it is envisioned that Esri will create a UAT Results Report documenting the result of UAT. Esri will conduct a meeting with the City to discuss the report, including any outstanding issues/defect fixes and recommendations on how to resolve them.

Table 1. Defect Descriptions

Severity	Description
1 Critical	A Severity 1 defect means the tool or process does not work as defined in the accepted Test Plan and the tool or process is stopped with no workaround. The defect(s) may affect multiple Users or frequently used functions.
2 High	A Severity 2 defect is less severe than a Severity 1 defect but is the result of a significant problem(s). The defect severely impairs the process and reduces User productivity. No workaround has been identified by Esri. It could be a major problem that affects a limited number of Users or affects functionality not needed on a daily basis.
3 Medium	A Severity 3 defect means that the process has been impaired but has an Esri-recommended workaround. The User is able to function near the expected productivity level. Internal geodatabase structures are accurate and maintain their integrity.
4 Low	A Severity 4 defect does not have a significant impact on the process and reflects a minor problem(s).

Technical consulting during UAT may include Esri assisting with mutually agreed upon defects and issue revisions to the water utility network. The City will be responsible for providing Esri comments within five business days after revisions. UAT will be considered complete when there are no remaining Severity 1 and Severity 2 defects in the water utility network. Severity 3 and 4 defects will not be fixed.

Esri Deliverables

8. Test Plan

9. UAT Results Report

Acceptance: Upon completion of Task 5, the City is responsible for providing written acceptance of Deliverables 8 and 9 in accordance with the process described in the Agreement.

Task 6 Technical Knowledge Transfer

Esri will provide four (4) remote technical knowledge transfer sessions (two hours each) on the following topics:

- Utility Network Data model knowledge transfer on the foundational data model and review of data structure, as well as network configuration.
- Error remediation and editing workflows, covering topics such as editing tools and functionality, reviewing the process to validate, reconcile, and post branch versions.
- Feature editing templates functionality to streamline the data editing process. Esri will showcase how to build samples and illustrate how the City can reduce the number of clicks to create features during ArcGIS Pro editing sessions.
- Explore Branch versioning operations to ensure users can create and open versions. Discuss protecting the default version as well as creating private versions for editors.
- Illustrate the process for subnetwork management in selected areas, other topics include working with controllers, traversability barriers, subnetwork definitions, and subnetwork functions/statistics.
- Review of the various types of traces available in ArcGIS Pro for the Utility Network. If the data fully supports, configure and perform trace operations. Other topics include publishing and using named trace configurations.
- Attribute rules operations such as adding and modifying. *Note: Arcade Expression experience is required to understand attribute rules logic.*
- Three main mobile editing workflows.
- Utility Network administration and maintenance. Topics include manual processes and geoprocessing activities necessary to maintain and administer the water UN.

Esri will host and record Knowledge Transfers, providing the recording and AI-generated transcripts and summary outlines as downloadable files to the City.

Esri Deliverable

10. Technical Knowledge Transfer Workshops – 4 remote sessions (2 hours each)

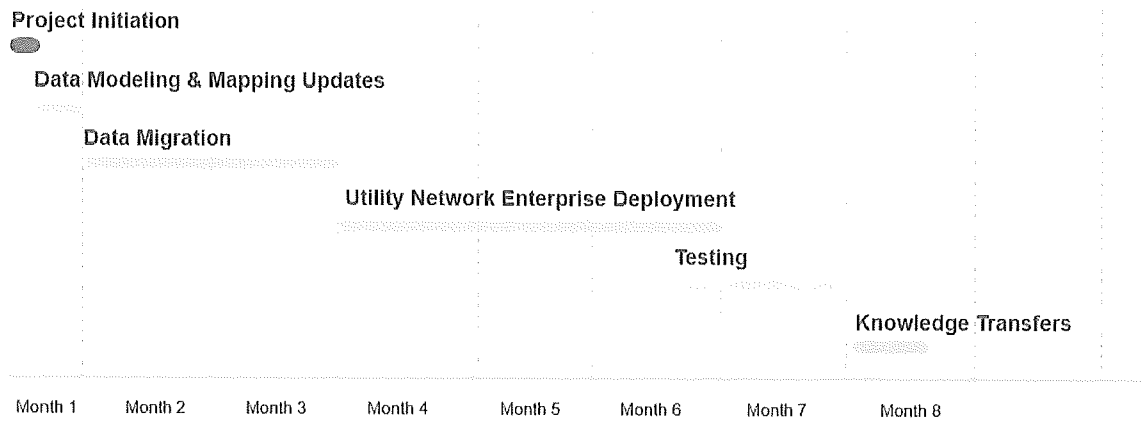
2.2 Project Deliverables

Table 2. Summary of Project Deliverables

Deliverable No.	Deliverable Name	Deliverable Type
1	Kick-off Meeting - one (1) hour, remote	Remote Support
2	Kick-off Meeting Summary Document	Document
3	Data Mapping Review Meeting – one (1) hour, remote	Remote Support
4	Final Data Mapping Matrix and Data Model	Migrated Data
5	Water Utility Network File Geodatabase	Migrated Data
6	Migration Summary Document with QA/QC results	Document
7	Summary Implementation Report	Document
8	Test Plan	Document
9	UAT Results Report	Document
10	Technical Knowledge Transfer Workshops – 4 remote sessions (2 hours each)	Remote Support

3.0 Schedule

The detailed schedule will be mutually agreed upon between the City and Esri within 10 days following contract award. The pricing proposed below assumes a project schedule which concludes before December 31, 2026.



4.0 Pricing

Esri is pleased to provide the following pricing to The City to provide the geographic information systems services stated above. The price for this proposed work has been estimated based upon an anticipated award of a firm-fixed-price (FFP) contract. The required staff, computer, and travel expenses for this statement of work have been estimated based on prior experience with work of a similar nature. Esri proposes a firm-fixed-price of **\$295,000** to complete the project as defined in this proposal.

The proposed price is exclusive of applicable state and local taxes for which The City shall remain responsible. This proposal is valid for 90 days from the submittal date above. The City will be invoiced on a monthly basis, according to the percentage of work completed during the previous 30-day period. Invoices are to be paid within 30 days of receipt of invoice.

By purchasing these services, the customer agrees to the Master Agreement Products and Services (Esri Agreement No. 00337182.0), which will take precedence over any other terms and/or customer ordering documents. The terms and conditions can be found at: <https://www.esri.com/en-us/legal/terms>

Purchasing:

To order these services as quoted, please email the following items to Nichole Hughes or fax to (909) 798-2003.

1. Purchase Order:

- To the order of Environmental Systems Research Institute, Inc.
- In the amount of the Total Price above
- Referencing this Proposal No. P022775, dated 12/10/2025
- Containing the following language:
“The Purchase Order is being placed pursuant to the terms and conditions of the Master Agreement for Services (Esri Agreement No. 00337182.0). The terms of that Agreement shall supersede any additional or inconsistent terms contained here.”

2.

3. A copy of this proposal.

When Esri receives the required documents, as stated above, Esri will contact you to discuss staff assignments and travel arrangements. We look forward to supporting you

Contact:

Nichole Hughes, Senior Project Manager
380 New York Street
Redlands, CA 92373
(909) 369-7312
nicholehughes@esri.com
www.esri.com

Appendix A Responsibilities, Assumptions, and Deliverable Review and Acceptance

A.1. General City Responsibilities

- Coordinate and ensure the participation of appropriate City staff in all project-related activities. Activities include, but are not limited to:
 - Meetings
 - Webcasts
 - Training
 - Testing
 - Installation
- Provide Esri with access to the following items during the project, as needed:
 - Background materials
 - Source documents
 - Data
 - Meeting facilities
 - Hardware and software environments (directly, or via VPN)
- Review and provide Esri with written acceptance to all project deliverables according to the review and acceptance process outlined in Section A.3 of this appendix.
- Unless otherwise specified in the Scope of Work, procure and/or license all necessary hardware, data, Esri COTS software, and third-party software before project begins, if not provided under this contract.
- Install and configure City-provided hardware and software environments according to specifications provided by Esri.
- Provide access to and facilitate interactions between Esri and any City customers and/or stakeholders.

A.2. General Assumptions

General

- This proposal is based on the requirements outlined in the following sources:
- FW/Esri Water UN Strategy – Future Actions Meeting – 6/10/2025
- Water Utility Network Subtypes email – 8/01/2025

- FW/Esri Water UN Review Meeting – 9/04/2025
- Schema revisions after Water UN attachment/email – 9/05/2025
- Unless otherwise stated in the Scope of Work, work will be performed remotely from an Esri office.
- Unless otherwise stated in the Scope of Work, remote work will be provided via telephone, email, and/or webcast and only during normal Esri business hours, Monday–Friday, 8:00 a.m. to 5:00 p.m. Pacific Time, excluding Esri holidays.
- References to days in the Scope of Work refer to consecutive business days.
- Esri will be provided with internet and VPN access to all project-related The City environments.
- Esri will be provided with system administration rights to The City environments, as required.
- The City end users are already knowledgeable in the use of ArcGIS software, or will complete the training classes recommended by Esri, if included in this proposal.
- The project schedule will identify task dependencies. The commencement of work on subsequent tasks with dependencies on preceding deliverables will be contingent upon Esri receiving written acceptance for those preceding deliverables.

Hardware / Software

- All work will be performed on ArcGIS Enterprise 11.3, the geodatabase at 11.3, ArcGIS Pro 3.3.7 (or latest patched version), and Utility Network version 6.
- Documentation for ArcGIS COTS software is available in ArcGIS help online and is not included in any project-specific documentation, nor is documentation for third-party software or hardware.
- Unless otherwise specified in the price section, this proposal does not include the costs of any Esri COTS software, third-party software, or hardware.

Data

- Data to be migrated will be provided by the City in an Esri-compatible or Esri-convertible format.
- Unless otherwise specified in this proposal, Esri will not be responsible for data cleaning.
- Existing errors in the source data will not be corrected by Esri as part of any data upload.

Testing

- Bugs found in Esri COTS software will be handled by the City under the terms of its software licenses.
- All testing related details including test scope, types of testing, test entry and exit criteria, defect levels, defect resolution process, and the acceptance process will be defined in a test plan.
- Unless otherwise specified in the Scope of Work, Esri will use Microsoft Azure DevOps Server to track and manage defects. Esri will provide the City with a customer-facing portal to access Azure DevOps Server to submit defects during user acceptance testing.
- Unless otherwise specified, the City is responsible for acquiring and setting up all hardware and third-party software related to setting up the City test, staging and production environments before testing and deployment activities.
- Unless otherwise specified in the Scope of Work, production deployment will commence only after user acceptance testing has been concluded and system acceptance has been provided by the City on the testing or staging environment.

A.3. Deliverable Review and Acceptance

Timely review and acceptance of deliverables will be critical to maintaining the project schedule.

The Scope of Work assumes the following acceptance process and review cycles for each deliverable type specified in the matrix below and the City is responsible for providing Esri with written acceptance for each deliverable specified in Table 2 of the Scope of Work in accordance with this matrix.

Esri can provide a sample acceptance letter for review at the beginning of the project.

Deliverable Type	Acceptance Process
Document	<ul style="list-style-type: none"> • Esri and The City agree on the document template and table of contents. • Esri submits a draft document to The City for review. • The City review period is five days. • The City compiles comments from reviewers, de-conflicts comments, removes comments that are out of scope, and submits a single set of comments to Esri. • Esri and The City discuss comments and agree on changes, if any, that will be made. • Esri submits a final document to The City and The City provides written acceptance to Esri within two days of receipt.
Migrated Data	<ul style="list-style-type: none"> • In accordance with the data acceptance test plan specified in the Scope of Work The City will provide written acceptance to Esri within two days of completion of the data acceptance test.
Remote Support	<ul style="list-style-type: none"> • Remote support is deemed accepted when Esri provides the number of hours of support specified in the Scope of Work.

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The information contained in this document is subject to change without notice after the expiration date indicated.

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EXHIBIT B

Master Agreement Products and Services

Esri Agreement No. 00347253.0



Revised August 1, 2025
IMPORTANT—READ CAREFULLY

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

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

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

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

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

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

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

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

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

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

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

2.0 SOFTWARE AND ONLINE SERVICES

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

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

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

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

2.3 Software Terms of Use.

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

2.4 Online Services Terms of Use.

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

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

a. **Named Users.**

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

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

2.6 Value-Added Applications.

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

2.7 Limited-Use Programs.

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

3.0 DATA

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

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

3.2 Permitted Uses.

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

3.3 Use Restrictions.

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

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

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

4.0 MAINTENANCE

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

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

5.0 PROFESSIONAL SERVICES

5.1 Definition. The following definition supplement the definitions provided in [Attachment A](#):

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

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

5.3 Task Orders and Project Schedule.

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

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

5.5 Acceptance.

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

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

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

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

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

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

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

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

5.9 Payment; Invoices.

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

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

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

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

6.0 ESRI MANAGED CLOUD SERVICES

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

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

6.2 Provision of Esri Managed Cloud Services.

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

7.0 TRAINING

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

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

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

7.2 Permitted and Prohibited Uses.

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

7.3 Esri's Responsibilities.

Esri will

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

7.4 Customer's Responsibilities.

Customer will

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

7.5 Student Registration and Training Event Change Policy.

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

7.6 Invoicing; Prepaid Fees.

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

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

7.7 Availability and General Provision of Wireless Service.

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

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

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

8.0 ADVANTAGE PROGRAM

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

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

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

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

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

(to be completed by Customer):

Contact Name: _____
Address: _____
City, State, ZIP: _____

Email: _____
Telephone: _____
Fax: _____

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

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

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

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

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

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

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

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

8.10 Invoicing.

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

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

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

ATTACHMENT A GLOSSARY OF TERMS

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

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

"API" means application programming interface.

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

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

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

"Cloud Services" means Online Services and Esri Managed Cloud Services.

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

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

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

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

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

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

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

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

"GIS" means geographic information system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B GENERAL TERMS AND CONDITIONS

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

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

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

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

ARTICLE B.2—TERM AND TERMINATION

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

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

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

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

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

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

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

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

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

B.3.4 Disclaimers.

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

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

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

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

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

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

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

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

ARTICLE B.5—INDEMNIFICATIONS

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

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

B.5.2 Infringement Indemnity.

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

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

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

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

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

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

ARTICLE B.6—INSURANCE

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

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

ARTICLE B.7—SECURITY AND COMPLIANCE

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

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

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

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

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

ARTICLE B.8—CLOUD SERVICES

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

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

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

B.8.3 Customer Content.

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

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

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

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

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

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

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

ARTICLE B.9—GENERAL PROVISIONS

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

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

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

B.9.4 Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Interoffice Memo

Date: January 6, 2026
To: Common Council Members
From: Uriel Castillo, Program Manager, City Utilities Engineering, Telephone: 427-5892
RE: Professional Services Agreement for GIS Implementation Support Services – ESRI Water Utility Network Implementation Support RES./W.O.#92123

Council Introduction Date: January 13, 2026 – Council District #: N/A

Background & Supporting Information: The services will include the phase to move the water utility network to production and implementation to transition from existing GIS software to new (already procured) GIS software. Data modeling and Data Mapping (updating databases), Data Migration into databases, configuring and implementing steps toward a water data implementation, deploying utility network onto enterprise environment, assisting with user acceptance testing, meetings, training, knowledge transfer, and other customary services incidental thereto. The Implementation support services and Training services will ensure conformance with preparation for existing software deprecation, aligning with coordinated enterprise upgrades and ensure implementation requirements for new GIS software.

Implications of not being approved: If not approved, existing GIS software will soon be deprecated and will result in GIS and integration issues as well as misalignment with other enterprise and architecture upgrades which are in the works. In addition, GIS software which has already been procured, will sit unused and existing software will not receive essential upgrades or patches once deprecated. The first phase for a Water Utility Network was previously approved and not approving the complementary part would result in an incomplete GIS Utility Network .

If Prior Approval is being Requested, Justify: N/A

Selection and Approval Process:

Esri has been involved in helping Fort Wayne City Utilities plan for the Utility Network for at least a couple years. The services by the company were procured through the Purchasing Department as a special procurement of software programs. The iMap Consortium, which Fort Wayne City Utilities belongs to, has an Enterprise License Agreement (ELA) with Esri. The ELA provides an avenue for services through an Esri Advantage program and support service agreements. In addition, upon initiating the Utility Network project, another GIS services company was contacted to obtain a quote to ensure Esri was providing competitive pricing. Esri was selected due to their competitive pricing, their knowledge and work through the first water phase, knowledge about the project and knowledge and expertise on the Utility Network software. Fort Wayne GIS staff and IT GIS staff (Resultant) confirmed the recommendation to select Esri. Using this process, Utilities Engineering selected Esri for this project and finds their scope and fee to be the best value for this project.

Council Introduction Date: January 13, 2026

CC: Matthew Wirtz
Jill Helfrich
File