

Contract Abstract

Contract Information

Contract & Solicitation Title: ESRI GIS Enterprise Agreement and Related Services
 Contract Summary: Enterprise Agreement to provide ESRI GIS Products and Services
 Contract Number: 6567139 Solicitation Number: N/A Requisition Number: SS2024103
 Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): 01/07/2025
 Type of Contract/PO: Multi-Year Contract **Requires Council Legislation:** Yes
High Risk Contract (Per Finance Department Contract Risk Management Policy): No
Sexual Harassment Training Required (per BL2018-1281): Yes
 Estimated Start Date: 01/08/2025 Estimated Expiration Date: 01/07/2030 Contract Term: 60 Months
 Estimated Contract Life Value: \$6,895,000.00 Fund:* 51137 BU:* 14521180
 (*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)
 Payment Terms: Net 30 Selection Method: Sole Source
 Procurement Staff: Terri Ray BAO Staff: Jeremy Frye
 Procuring Department: ITS Department(s) Served: Metro Wide

Prime Contractor Information

Prime Contracting Firm: Environmental Systems Research Institute, Inc. (ESRI) ISN#: 1996
 Address: 380 New York Street City: Redlands State: CA Zip: 92373-8100
 Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)
 Prime Company Contact: Chris Rice Email Address: crice@esri.com Phone #: 770-235-6164
Prime Contractor Signatory: Annette Kazandjian **Email Address:** akazandjian@esri.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A
 Amount: N/A Percent, if applicable: N/A
Equal Business Opportunity (EBO) Program: Program Not Applicable
 MBE Amount: N/A MBE Percent, if applicable: N/A
 WBE Amount: N/A WBE Percent, if applicable: N/A
Federal Disadvantaged Business Enterprise: No
 Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<u>Environmental Systems Research</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	<u>N/A</u>	<u>Approved Sole Source Form</u>
<u>Institute, Inc. (ESRI)</u>								
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>

Enterprise Agreement Contract

This Enterprise Agreement Contract ("EA Contract") is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO" or "Customer") and **Environmental Systems Research Institute, Inc. (ESRI)** ("CONTRACTOR") located at **380 New York Street, Redlands, CA 92373-8100** resulting from an approved sole source justification signed by the Metro Nashville Purchasing Agent.

A. This EA Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including the EA Terms and Conditions and the following exhibits,***
 - ***Exhibit A – Proposal Letter***
 - ***Exhibit B – Master Agreement***
 - ***Exhibit C – MISA Terms and Conditions***
 - ***Exhibit D – Affidavits***
- ***Purchase Orders (and PO Changes), which are subject to Section 4.6 below.***

This EA Contract, including these EA Terms and Conditions, sets forth the terms and conditions for Customer's use of EA Products, Rolled-In Software, Unit-Priced Items, provision of Esri User Conference registrations, Training, and Services, as specified herein and in the Proposal Letter attached hereto as Exhibit A.

In the event of conflicting provisions, all documents shall be construed in the order listed above, except for any Services (other than Maintenance) included in the Proposal Letter. For such Services, any applicable Services terms and conditions contained in Exhibit B Master Agreement Products and Services take precedence over the provisions of this EA Contract with respect to those Services.

EA TERMS AND CONDITIONS

THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. Definitions

Capitalized terms used in these EA Terms and Conditions and the Proposal Letter attached hereto as Exhibit A will have the same meaning they do in the Master Agreement Products and Services, as defined below.

- **"Affiliate"** means an affiliate of Customer, unless excluded in the Proposal Letter, that meets the following criteria: the affiliate (i) is a U.S. domestic subsidiary of Customer located in the United States; (ii) is more than fifty percent (50%) owned by Customer; (iii) is not a company in the business of offering geographic information system (GIS) software services to third parties; and (iv) is not ineligible to receive or have access to Esri products or services by operation of law, including U.S. export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.

- **"Authorized Entity"** means, if applicable, Affiliate when Customer is a commercial entity or Eligible Agency when Customer is a government entity.
- **"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- **"Contract Effective Date"** means the date the EA agreement is officially filed and accepted by all parties and filed in the Metropolitan Clerk's Office.
- **"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the EA Products and related Authorization Codes within Customer's organization and to Authorized Entities.
- **"EA Fee"** means the fee set forth in the EA Fee Schedule contained in the Proposal Letter.
- **"EA Maintenance"** means Tier 2 Support provided to Customer as described in Article 3—EA Maintenance.
- **"EA Products"** means the Products identified in the Proposal Letter, excluding Unit-Priced Items.
- **"Effective Date"** means the date specified in the Proposal Letter.
- **"Eligible Agency"** means the political subdivisions identified in Appendix A Eligible Agencies.
- **"Master Agreement"** means the Master Agreement Product and Services No. 00334371.0 between Esri and Customer contained in Exhibit B Master Agreement of this EA Contract.
- **"Proposal Letter"** means the offer document contained in Exhibit A Proposal Letter of this EA Contract. It includes, at a minimum, the EA Products and EA Fee and may also include additional Esri Products and Services.
- **"Rolled-In Software"** means Products (excluding Term licenses or subscriptions) of the same type as EA Products that Customer acquired for use prior to the Effective Date, that are current on paid maintenance (as shown in Esri's customer service records), and that receive EA Maintenance during the term of the EA. If this EA is extended or renewed, Rolled-In Software shall include EA Products Deployed prior to the then-current renewal period.
- **"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of product corrections or modifications.
- **"Tier 1 Help Desk"** means Customer's point of contacts in My Esri, including from Authorized Entities, to provide all Tier 1 Support within Customer's organization and Authorized Entities.
- **"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

- **"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.
- **"Unit-Priced Items"** means separately orderable Products or Services that are optional for an additional fee. Pricing for Unit-Priced Items is identified in the Proposal Letter.

2. Grant of License

2.1 Grant of License. Subject to the terms and conditions of this EA Contract, including the Proposal Letter, the MISA Terms and Conditions attached as Exhibit C ("MISA" or "Exhibit C"), and the Master Agreement Products and Services No. 00334371.0 attached as Exhibit B ("Master Agreement") (collectively "EA Contract"), Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the EA Products listed in the Proposal Letter for the term of the EA Contract (i) for the applicable EA Fee and (ii) in accordance with the Master Agreement. Unit-Priced Items and Rolled-In Software, if listed in the Proposal Letter, will be licensed in accordance with the Master Agreement. Beta licenses are not available under this EA Contract as EA Products. The rights granted in this EA Contract apply only to the EA Products listed in the Proposal Letter.

2.2 Authorized Entity Access. Customer may permit Authorized Entities to use EA Products, provided Customer ensures that Authorized Entities use the EA Products in accordance with the terms and conditions of this EA and Customer is liable and solely responsible for the use or misuse of EA Products by Authorized Entities. Within thirty (30) calendar days of a request from Esri, Customer will provide Esri a list of Authorized Entities and their business addresses.

2.3 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the EA Products exclusively for Customer's benefit in accordance with the Master Agreement. Customer will be solely responsible for compliance by consultants and contractors with this EA Contract and will ensure that the consultant or contractor discontinues use of EA Products upon completion of work for Customer. Access to or use of EA Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the EA Products on contractor servers for the benefit of Customer.

2.4 Additional Permitted Uses. For the term of the EA Contract, Customer may copy and Deploy the EA Products to Customer's organization and Authorized Entities up to the quantities of licenses identified in the Proposal Letter. No other entity has a right to copy (except as permitted in the Master Agreement) or Deploy the EA Products. Customer may only transfer, redistribute, and Deploy the EA Products within the continental United States; Hawaii; Alaska; and U.S. territories, excluding Puerto Rico and the U.S. Virgin Islands.

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

3. CONTRACT TERM

3.1. Contract Term

The EA Contract Term will begin on the date this EA Contract is approved by all required parties and filed in the Metropolitan Clerk's Office (the "Contract Effective Date"). This Contract Term will be for three (3) years from the Effective Date, plus Optional Year 4 and Optional Year 5. Customer may exercise each of the Optional Year 4 and Optional Year 5 by providing written notice to Esri Customer Service sixty (60) calendar days prior to the end of the then-current year. Each Optional Year must be exercised consecutively, or the EA will expire at the end of the then-current year. If the Proposal Letter includes Training Pass days, unused Training Pass days do not rollover to subsequent years and expire at the end of each annual term. In no event shall the EA Contract Term exceed sixty (60) months from the Effective Date.

3.2 Use upon Expiration. Upon full payment of the EA Fee and expiration of this EA Contract, the Master Agreement will survive, and Customer and Authorized Entities may continue to use the perpetual licenses of Deployed EA Products included in the final Deployment Report and Rolled-In Software in accordance with the terms and conditions set forth in the Master Agreement. Customer shall notify Esri of the quantity and type of licenses for which Customer and Authorized Entities, as may be applicable, elect to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or EA Products upon expiration of the EA Contract, it lapses. If, at a later date, Customer or Authorized Entities decide to reinstate maintenance, Customer or Authorized Entity, as may be applicable, must pay maintenance reinstatement fees from the date the EA expired (i.e., back maintenance fees). Customer and Authorized Entities may only purchase standard maintenance or reinstate maintenance on licenses that were included in the final Deployment Report. Customer shall not Deploy additional copies of the EA Products beyond the quantities in use upon termination or as of the date of expiration. All term licenses and subscription licenses of Deployed EA Products terminate upon expiration of the EA Contract. Esri User Conference registrations, Advantage Program Learning and Services credits, and Training Pass days terminate upon expiration.

3.3 Term Licenses. If the EA Products are all term licenses and subscription licenses, Customer and Authorized Entities are only authorized to use EA Products during the term identified in the Proposal Letter and all EA Products, all Maintenance, and Esri User Conference registrations terminate upon termination of the EA Contract.

4. COMPENSATION

4.1. Contract Value

This EA Contract has an estimated total value of \$6,895,000.00 ("Total Value"). Of this Total Value, \$5,895,000.00 will be allocated for the annual EA Fee payments for Years 1, 2 and 3 respectively, plus Optional Year 4 and Optional Year 5 (if exercised). EA Fees shall be paid in accordance with this EA Contract.

The remaining \$1,000,000.00 may be utilized by METRO during the EA Contract Term, on an "as needed" basis, to purchase any of the Optional Unit-Priced Items contained in the Proposal Letter, and/or any other Esri Offerings and Services included in the Master Agreement. These "as needed" purchases will be made subject to the terms and conditions of the Master Agreement.

4.2. Other Fees

There will be no other charges or fees for the performance of this EA Contract, unless otherwise mutually agreed upon between METRO and CONTRACTOR in a written amendment.

4.3. Escalation/De-escalation

This EA Contract is not eligible for annual escalation/de-escalation adjustments.

4.4. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.5. Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the EA Products. Delivery of updates/new versions of EA Products will be made in the same manner. Customer will establish a single point of contact who will be responsible for Deployment. Esri may invoice the EA Fee up to thirty (30) calendar days before (i) the payment dates identified in the Proposal Letter; or (ii) if no payment dates are identified, the annual anniversary date for each year of the EA.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of EA Products if Customer fails to pay any undisputed amount owed on or before its due date.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB destination, with shipping charges prepaid by Customer.

4.6. Order Requirements.

Customer will submit a purchase order in accordance with its own internal process, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Contract Effective Date.

Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before (i) the payment dates identified in the Proposal Letter; or (ii) if no payment dates are identified, the annual anniversary date for each year of the EA Contract. Any purchase orders that Customer issues will reference, incorporate, and be subject to the terms and conditions of the EA Contract. Additional or conflicting terms in any purchase orders, invoices, or other documents exchanged during the ordering process, other than the terms of this EA Contract, Product or Services descriptions, quantities, pricing, and delivery instructions, are void and of no effect.

4.7 Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment and in accordance with the applicable task order or agreement between CONTRACTOR and the applicable parties.

5. TERMINATION

5.1. Termination of a Particular Authorized Entity.

If Authorized Entities are included in the Proposal Letter or subsequently added to the EA, CONTRACTOR may elect to terminate the license rights of a particular Authorized Entity for material breach without terminating this EA with Customer or other Authorized Entities. The breaching Authorized Entity will be given a period of ten (10) business days from date of written notice to cure any material breach. Upon termination of Authorized Entity, all Deployed EA Products provided to Authorized Entity will also terminate. Customer shall reasonably cooperate with CONTRACTOR in termination of an Authorized Entity in material breach of this EA Contract, including enforcement of the EA Contract with respect to such Authorized Entity. There will be no reduction in the EA Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this EA Contract.

5.2. Breach

Either party may terminate this EA Contract for a material breach by the other party of its obligations under this EA Contract. The breaching party will have thirty (30) days from the date of written notice to cure any material breach. Upon termination of this EA Contract by CONTRACTOR for a material breach by Customer, all licenses Deployed will also terminate, and the full amount of unpaid EA Fee will be due and payable by Customer within thirty (30) days from the date of termination.

5.3. Lack of Funding

Should funding for this EA Contract be discontinued, METRO shall have the right to terminate this EA Contract before the start of any subsequent EA year. Such notice shall be made by METRO promptly upon METRO's learning of lack of funding so as to not unduly burden CONTRACTOR.

5.4 Use Upon Termination. Upon termination of this EA Contract, pursuant to Section 3.3 Term Licenses, Section 5.1 Termination of a Particular Authorized Entity, Section 5.2 Breach, and Section 5.3 Lack of

Funding, Customer and Authorized Entities shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. Upon request, Customer shall deliver evidence of such destruction to CONTRACTOR (e.g., certification letter). Except in the event that the Master Agreement has been terminated for Customer's uncured material breach, Customer and Authorized Entities may continue to use Rolled-In Software, provided Customer and Authorized Entities comply with the terms and conditions of the Master Agreement. Further, CONTRACTOR agrees that Customer and Authorized Entities are not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Customer and Authorized Entities, as may be applicable, order maintenance at time of EA termination. Other items that may be included in this EA—such as Advantage Program, Training Pass days, access codes, and Esri User Conference registrations—will also terminate if this EA Contract is terminated.

5.5 Termination for Convenience

Neither Metro nor Esri may terminate this EA Contract for convenience.

6. EA MAINTENANCE

6.1 EA Maintenance is included in the EA Fee. Rolled-In Software and EA Products will receive EA Maintenance, provided that standard maintenance is available for each item. EA Maintenance includes benefits specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>) as modified by this Section 3.1. If Unit-Priced Items are included in the Proposal Letter, annual maintenance fees for Unit-Priced Items will be in addition to the Fee and ordered separately from this EA Contract.

a. Tier 1 Support

1. The Tier 1 Help Desk will provide Tier 1 Support to all Customer's authorized users and Authorized Entities.
2. The Tier 1 Help Desk will be fully trained in the EA Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, data, databases, or other information involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Customer may assign named Tier 1 Help Desk individuals up to the quantity listed in the Proposal Letter. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals through the My Esri portal.

b. Tier 2 Support

1. Tier 2 Support analysts will log the calls received from the Tier 1 Help Desk.
2. Tier 2 Support analysts will review all information collected by and received from the Tier 1 Help

Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support analysts may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support analysts will assist the Tier 1 Help Desk individuals and attempt to resolve the Case.
5. When the Case is resolved, Tier 2 Support analysts will communicate the information to the Tier 1 Help Desk, and the Tier 1 Help Desk will disseminate the resolution to the users.
6. For Tier 2 Support, contact Esri through My Esri at <https://my.esri.com>, via the web at <https://support.esri.com>, or by phone at 909-793-3774 (within the United States only).

6.2 Product Life Cycle. During the term of this EA Contract, some EA Products may be retired or may no longer be available to Deploy in the identified quantities. Customer and Authorized Entities may continue to use EA Products that have been Deployed, but updates for EA Products and Rolled-In Software in the mature and retired phases may not be available. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle> by selecting the product type and clicking the Product Life Cycle link for specific product plans.

7. Administrative Requirements

7.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this EA. Customer and Authorized Entities will not seek any discount from the OEM partner or Esri based on the availability of EA Products under this EA Contract. Customer and Authorized Entities will not decouple Esri products or services from the OEM partners' application or service. Esri products or services embedded in third-party products or services are not EA Products.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this EA, Customer will provide Esri with a written report, in a form acceptable to Esri, detailing all Deployments (each a "Deployment Report"). Upon request, Customer will provide records sufficient for Esri to verify the accuracy of the Deployment Report.

7.3 Esri User Conference Registration. Esri shall provide Esri User Conference registrations to Customer annually during the term of this EA Contract in the quantities set forth in the Proposal Letter. Customer is responsible for distributing the registrations internally and to Authorized Entities. Third parties may not represent or attend on behalf of Customer at any Esri User Conference.

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

priced items.

7.5 Relationship of the Parties. This EA Contract will not be construed or interpreted as an exclusive dealings agreement. This EA does not constitute a partnership, joint venture, or agency between Esri and Customer. Neither Esri nor Customer will hold itself out as such, nor shall Esri or Customer be bound or become liable because of any representation, action, or omission of the other.

7.6 GIS Standard. Either party may publicize the existence of this EA. Customer shall officially name Esri as its GIS standard and act as a reference for other Esri customers and potential customers as long as the EA remains in effect.

8. NONDISCRIMINATION

8.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

8.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. CONTRACTOR confirms that it will comply with this nondiscrimination requirement.

8.3. Equal Business Opportunity (EBO) Program Requirement

The Equal Business Opportunity (EBO) Program is not applicable to this EA Contract.

8.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

8.5. Americans with Disabilities Act (ADA)

The CONTRACTOR represents and warrants that its Voluntary Product Accessibility Templates (VPATs) are accurate at the time of execution of this EA Contract. The VPATs are available at <https://www.esri.com/en-us/legal/accessibility/vpats>

9. INSURANCE

9.1. Proof of Insurance

During the term of this EA Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this EA Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying Contract number on the ACORD document.

9.2. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars each occurrence.

9.3. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

9.4. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

9.5. Cyberfirst Professional Liability Insurance

In the amount of one million (\$1,000,000.00) dollars per claim/annual aggregate.

9.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, and employees as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations (except for Workers Compensation and Employer's Liability). The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this EA Contract, CONTRACTOR's insurance coverage shall be primary insurance (except for Professional Liability) with respects to METRO, its officers, officials, and employees. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, and employees as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance.

CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

9.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that METRO will receive prompt notice of cancellation or nonrenewal of the General Liability, Automobile Liability, Workers Compensation/Employer's Liability, and Cyberfirst Professional Liability policies, provided that no such notice is required if CONTRACTOR buys a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this paragraph. Such written notice shall be sent to:

PROCUREMENTCOI@NASHVILLE.GOV

CONTRACTOR shall:

Provide copies of endorsements if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed.

Said insurance shall be with an insurer authorized to conduct business in Tennessee and having A.M. Best Company ratings of no less than A-VIII. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this EA Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractors to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

10. GENERAL TERMS AND CONDITIONS**10.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. As a political subdivision of the State of Tennessee, METRO is exempt from Federal, State, and local taxes, and shall provide a tax exemption certificate to CONTRACTOR upon request. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

10.2. Warranty

CONTRACTOR'S warranties and disclaimers provisions are set forth in the Master Agreement.

10.3. Software License

CONTRACTOR warrants that it is the owner of or otherwise has obtained the necessary rights and authorizations to enter into this EA Contract and provide the grants and services to METRO as identified herein.

10.4. Copyright, Trademark, Service Mark, or Patent Infringement

Indemnity obligations are set forth within Article 5 of the Master Agreement.

10.5. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO pursuant to this EA Contract. The books, records, and documents of CONTRACTOR, insofar as they relate to direct costs and expenses incurred in performance of, or fees received from METRO under this EA Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable mutually agreed upon time and upon reasonable notice by METRO or its duly appointed representatives at CONTRACTOR's headquarters. This audit right excludes proprietary information, proprietary processes, profit, overhead, general and administrative costs of CONTRACTOR. The records shall be maintained in accordance with generally accepted accounting principles.

10.6. Modification of Contract

This EA Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

10.7. Waiver

No waiver of any provision of this EA Contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

10.8. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this EA Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the reasonable satisfaction of METRO.

10.9. Compliance with Laws

The parties agree to comply with all applicable federal, state and local laws and regulations.

10.10. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

10.11. Boycott of Israel

The Contractor certifies that it is not currently engaged in, and will not for the duration of this EA Contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

10.12. Taxes and Licensure

CONTRACTOR shall have all applicable business licenses and be current on its payment of all applicable taxes.

10.13. Ethical Standards

CONTRACTOR agrees that it shall comply with CONTRACTOR's Code of Business Conduct and Ethics as found at the following link: <https://www.esri.com/en-us/about/code-of-conduct>.

10.14. Indemnification and Hold Harmless

CONTRACTOR'S indemnity is set forth in Article 5 of the Master Agreement.

METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

10.15. Assignment--Consent Required

The provisions of this EA Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for a sale of all or substantially all of the assets of CONTRACTOR, neither party will assign sublicense, or transfer their rights or delegate their obligations under this EA Contract without the other party's prior written consent, which will not be unreasonably withheld.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS EA CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (preferred method)
OR
METRO PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
PO BOX 196300
NASHVILLE, TN 37219-6300

10.16. Entire Contract

This EA Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

10.17. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

10.18. Governing Law

The validity, construction, and effect of this EA Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee without regard to its conflict of laws. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

10.19. Venue

Any action between the parties arising from this EA Contract may be maintained in the courts of Davidson County, Tennessee.

Contract # 6567139
Esri # 00334262.0

10.20. Survival of Certain Clauses

The provisions of Sections 2.2 Authorized Entity Access and 5.4 Use Upon Expiration will survive the expiration or termination of this EA Contract.

10.21. Severability

Should any provision of this EA Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this EA Contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

APPENDIX A ELIGIBLE AGENCIES

Agricultural Extension	Mayor's Office
Arts Commission	Metro Action Commission
Assessor of Property	Metro Family Safety
Beer Board	Metro Water Services
Board of Fair Commissioners	Metropolitan Clerk
Circuit Court Clerk	Metropolitan Council
Clerk and Master – Chancery	Municipal Auditorium
Codes Administration	Nashville Department of Transportation
Community Education Commission	NCAC
Community Review Board	Office of Emergency Management
Convention Center	Office of Homeless Services
Convention Center Authority	Parks
County Clerk	Planning Commission
Criminal Court Clerk	Police
Criminal Justice Planning	Public Defender
Department of Emergency Communications	Public Library
District Attorney	Register of Deeds
ECD Emergency Comm District	Sheriff
Election Commission	Social Services
Farmer's Market	Soil and Water Conservation
Finance	Sports Authority
Fire	State Trial Courts
General Services	Trustee
General Sessions Court	Waste Management Services
Health	
Historical Commission	
Human Relations Commission	
Human Resources	
Industrial Development Board	
Information Technology Service	
Internal Audit	
Justice Integration Services	
Juvenile Court	
Juvenile Court Clerk	
Law	

Contract Number: **6567139**

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: **Environmental Systems Research Institute, Inc.**

Attention: **Contracts and Legal Department**

Address: **380 New York Street, Redlands, CA 92373-8100**

Telephone: **(909) 793-2853**

Fax: **N/A**

E-mail: **LegalNotices@esri.com**

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: **Corporation Service Company**

Attention: **N/A`**

Address: **2908 Poston Ave, Nashville, TN 37203-1312**

Email: **N/A**

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Notices & Designations
Department & Project Manager

Contract Number	6567139
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	Information Technology Services
Attention	Colleen Herndon
Address	700 President Ronald Reagan Way, Nashville TN 37201
Telephone	615-862-6246
Email	colleen.herndon@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

Project Manager	Colleen Herndon
Title	ITS Assistant Director- GIS & Data Insights
Address	700 President Ronald Reagan Way, Nashville TN 37201
Telephone	615-862-6246
Email	colleen.herndon@nashville.gov

Appendix Z – Contract Administration

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

Vendor Performance Management Plan

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to PRG@nashville.gov.

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Amendment

For all contracts, the project manager will notify PRG@nashville.gov if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Escalation

For contracts that include an escalation/de-escalation clause, the project manager will notify PRG@nashville.gov when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

Contract Close Out – Purchasing

For all contracts, the project manager will notify PRG@nashville.gov when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

Contract Close Out – BAO

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

Best Practices

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6567139

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

John Griffey gn
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Shay C. Clay SCC
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/MLL ECJ
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Erica Haber B
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
Company Name

Annette Kazandjian
Signature of Company's Contracting Officer

Annette Kazandjian
Officer's Name

Managing Business Attorney
Officer's Title



EXHIBIT A
PROPOSAL LETTER

November 25, 2024

Colleen Herndon
Metropolitan Governments of Nashville and Davidson County
700 Second Avenue, Suite 301
Nashville, TN 37210

Dear Colleen:

As a follow-up to our budgeting phone call, regarding an Enterprise Agreement for the Metropolitan Governments of Nashville and Davidson County, I am providing proposed pricing and key business terms below.

The Esri Enterprise Agreement (EA) will remain in effect for three (3) years, with two one-year options, and grant the Metropolitan Governments of Nashville and Davidson County uncapped access to the Esri products listed below.

Maintenance on all listed software, including maintenance on listed software deployed before the Agreement, is included for the term of the EA.

The Agreement will be effective on January 08, 2025, and requires a firm three-year commitment and includes two one-year options.

Although your organization has already deployed a considerable amount of Esri technology, our experience with similar customers indicates significant potential to apply GIS in many additional areas within your organization. We believe your organization will greatly benefit from an Enterprise Agreement for these reasons. An EA offers numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance of all Esri software identified in this proposal and deployed within the organization
- Complete flexibility to deploy software products when and where needed

Proposed payment terms for the EA, developed to reflect your organization’s anticipated deployment schedule, are as follows:

	Year 1	Year 2	Year 3	Total	Optional Year 4**	Optional Year 5 **
Annual EA Fee	\$1,000,000	\$1,025,000	\$1,200,000	\$3,225,000	\$1,310,000	\$1,360,000

**Credit for overlapping maintenance may be applied to Year 1 Fees*
*** Optional Years must be exercised consecutively.*

Esri products and services to which the Metropolitan Governments of Nashville and Davidson County will have uncapped deployment rights during the term of this Agreement include:

EA Products—Uncapped Quantities

Product	Quantity
ArcGIS Desktop: Advanced, Standard, and Basic (Single and Concurrent Use)	Uncapped
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (Single and Concurrent Use)	Uncapped
ArcGIS Enterprise: ArcGIS Enterprise (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	Uncapped
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
ArcGIS Monitor	Uncapped
ArcGIS Runtime Advanced	Uncapped
ArcGIS Runtime Analysis Extension	Uncapped
Mapping and Charting Solutions: Esri Production Mapping for Desktop (Single and Concurrent Use)	Uncapped

The Enterprise Agreement also includes:

EA Products—Capped Quantities

Perpetual Products	Quantity
ArcGIS Data Interoperability Desktop Single-Use Rolled-In	1
ArcGIS AllSource Single Use Perpetual License	12
ArcGIS Utility Network Management for ArcGIS GIS Server Perpetual License Rolled In	5
ArcGIS Utility Network Management for ArcGIS GIS Server for Staging Perpetual License Rolled In	1
ArcGIS GeoAnalytics Server Up to Four Cores Perpetual License	4
ArcGIS GeoAnalytics Server for Staging Up to Four Cores Perpetual License	1
ArcGIS Notebook Server Advanced Up to Four Cores Perpetual License	2
ArcGIS Notebook Server Advanced Up to Four Cores for Staging Perpetual License	1
ArcGIS Knowledge Server Up to Four Cores Perpetual License	2
ArcGIS Knowledge Server Up to Four Cores Perpetual for Staging License	1

EXHIBIT A - PROPOSAL LETTER

Contract 6567139

Annual Subscription Products	Quantity
ArcGIS Insights in ArcGIS Online Annual Subscription	10
ArcGIS Urban Suite, Annual Subscription	15
ArcGIS Business Analyst Standard Online Bundle Annual Subscription	10
ArcGIS Business Analyst Advanced Online Bundle Annual Subscription	30
ArcGIS Location Sharing User Type Extension for ArcGIS Enterprise Annual Subscription	200
ArcGIS Drone2Map Standard for ArcGIS Enterprise Annual Subscription	2
ArcGIS Insights in ArcGIS Enterprise Annual Subscription	20
ArcGIS Navigator for ArcGIS Enterprise Annual Subscription	50
ArcGIS Indoors for ArcGIS Pro Enterprise Annual Subscription	2
ArcGIS Roads and Highways (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	20
ArcGIS Developer Subscription Enterprise	3
ArcGIS Hub Premium Unlimited ArcGIS Online Community Population < 1M Annual Subscription	1
Site Scan for ArcGIS Custom Annual Subscription (Not to Exceed 50,000 Images per Year)	1
ArcGIS Indoors Maps for ArcGIS Enterprise Annual Subscription	2
ArcGIS Indoors Spaces for ArcGIS Enterprise Annual Subscription	2
Street Map Premium Full Use Enterprise Server with Custom Roads Annual Subscription	1

ArcGIS Online Annual Subscription	Quantity
ArcGIS Online Organizational Subscriptions Subscription Numbers - 4708956475, 6030615572, 7078027252 & 8760291488	4
ArcGIS Online Viewer Annual Subscription	400
ArcGIS Online Creator Annual Subscription (500 Credits per User)	300
Additional Service Credits – Block of 1,000	10
ArcGIS Online M-3 Premium Feature Data Store	1

**The value of this Agreement is based on the estimated usage of 335 Viewers and 250 Creator User Types in ArcGIS Online. Esri will make available additional User Types to provide for anticipated growth.*

ArcGIS Enterprise User Type Annual Subscription	Quantity
ArcGIS Enterprise Creators Annual Subscription*	5,000
ArcGIS Enterprise GIS Professional Standard User Type Annual Subscription	30
ArcGIS Enterprise GIS Professional Advanced User Type Annual Subscription	25
ArcGIS Enterprise Advanced Editing User Type Annual Subscription	25

**The value of this Agreement is based on an estimated usage of 500 ArcGIS Enterprise Creator User Types, Esri will make available 5,000 Enterprise Creator User Types to provide for anticipated growth.*

The EA also includes the following additional components:

Additional Benefits	Quantity
Esri International User Conference Registrations	35
Back-Up Media	2
Authorized Tier-Two Standard Support Callers	15

- **Esri Premium Support Services (PSS):** One annual PSS subscription with a total of two authorized callers and Unlimited Premium support cases. PSS gives your organization the convenience of prioritized case management and personalized technical support for Esri customers. Premium Support Services complement and extend existing standard technical support options by providing focused industry-centric support. The PSS program has been designed to meet the needs of Esri customers who are developing, implementing, or supporting complex, mission-critical GIS applications. With the Premium Support Services program, your organization will benefit from the highest level of technical support that Esri offers.

PSS key components include:

- An assigned Technical Account Manager who acts as your organization's liaison within Esri Support Services and across Esri departments
- 24/7/365 case response and work clock
- Prioritized case management
- One-hour response time for all reported PSS issues
- Daily status updates for all PSS cases
- Premium access to the My Esri Portal
- Quarterly review of PSS cases and service
- Other benefits exclusive to PSS customers

You can find more information about PSS at <https://support.esri.com/en-us/support-services/premium>

- **Advantage Program:** One annual subscription to the Advantage Program.

This program includes the following components per year for three years and two optional years:

- Up to 100 Advisor hours
- Annual one-day Planning Meeting
- Quarterly Technology Webcasts
- 200 Learning and Services credits that your organization can apply towards:
 - **Business and Technical Consulting:** Access to a range of industry, business, and technical domain consultants. Get advice and hands-on help from GIS experts, industry specialists, developers, and designers.
 - **Esri Managed Cloud Services:** Access to a variety of hosting options for the ArcGIS platform that leverage a cloud environment designed to be reliable, cost-effective, and secure.

Unused Learning and Services credits will expire 24 months from their purchase date, or one month after the expiration of the program, whichever is first. Learning and Services credits are a flexible way for your organization to receive focused technical enablement support. These credits are not

EXHIBIT A - PROPOSAL LETTER

intended for use on project-specific professional services. Any project-related activities requiring Esri Project Services support will be scoped, budgeted, and scheduled outside of the Advantage Program. You can find more information about the Advantage Program at www.esri.com/services/eeap.

Any activities proposed to be completed under the Advantage Program would be subject to review and approval by Esri to ensure alignment with the intent of the Advantage Program.

At time of renewal, Esri reserves the right to update Advantage Program (AP) terms to reflect the latest program offering.

Optional Unit-Priced Items Available for Purchase: Advantage Program Learning & Service Credits and Advisor Hours

Part #	Item	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029
97720	100 Learning & Service Credits	\$72,500	\$76,050	\$79,800	\$83,750	\$87,750
97719	100 Advisor Hours	\$32,000	\$33,550	\$35,150	\$36,850	\$38,700

Optional Unit-Priced Items Available for Purchase: Esri Training Pass

- **Esri Training Pass:** An important component of a successful GIS implementation is continued training and staff development. This proposal includes an option to purchase 30 Training Pass Days in each year of this Agreement, which can be redeemed for instructor-led training at either an Esri facility or client site, conditions or Esri policy allowing, or instructor-led online training. An Esri training consultant will work with the Metropolitan Governments of Nashville and Davidson County to develop an organization-wide training plan that will provide recommendations based on your organization's GIS training needs. This will promote the most efficient use of the technology and the highest return on investment.

Information about redeeming Training Pass days is available at <https://www.esri.com/training/training-for-organizations>.

Esri offers an extensive curriculum of instructor-led training courses. A complete list of courses is available in the course catalog at www.esri.com/training.

Period of Performance	Number of Training Pass Days	Total Training Price
Year 1	30	\$28,800
Year 2	30	\$30,300
Year 3	30	\$31,950
Optional Year 4	30	\$33,600
Optional Year 5	30	\$35,400

EXHIBIT A - PROPOSAL LETTER

This proposal is valid for 30 days. In order to complete the agreement within this timeframe, I ask that you contact me within the next seven days to work through any questions or concerns you may have.

Esri and the Metropolitan Governments of Nashville and Davidson County have a long and rich history working together. I appreciate the opportunity to present you with this proposal, as I believe it will greatly benefit your organization. Thank you very much for your consideration.

Best regards,

Tim Poe
Senior Account Manager

CUSTOMER CONTACT INFORMATION

1. Customer centralized point of contact for order release and administrative issues:

Contact Name: Colleen Herndon_____

Email: Colleen.herndon@nashville.gov_____

Phone: 615-862-6246_____

2. All invoices to Customer will be emailed to the address listed below:

Office: Metro Nashville Information Technology Services

Contact Name: Colleen Herndon_____

Email: To: mps@nashville.gov_____

Cc: Colleen.herndon@nashville.gov_____

3. Ship To address (invoices must be emailed to above):

Office: Metro Nashville Information Technology Services

Contact Name: Attn: Colleen Herndon

Address: 700 President Ronald Reagan Way_____

P.O. Box 196300_____

Nashville, TN 37219-6300

Exhibit B – Master Agreement Product and Services



Agreement No. 00334371.0

This Master Agreement Product and Services ("**Agreement**") is between **Metropolitan Government of Nashville And Davidson County** ("Customer"), with a place of business at 700 2nd Avenue South, Suite 301, Nashville, TN 37210-2006, and **Environmental Systems Research Institute, Inc.** ("Esri"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement is included as Exhibit B to the Enterprise Agreement Contract (6567139) between the Metropolitan Government of Nashville and Davidson County and Esri for Esri Offerings and Services ("EA Contract"). This Agreement may be utilized on a convenience basis by Metro, subject to Esri approval, to purchase Esri Offerings and Services.

Except for Product or Service descriptions, quantities, pricing, and delivery Instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein by signing the EA Contract.

Attachment A to this Agreement 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 and 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's Product-specific Software terms of use are set forth in Attachment E of this Agreement, Product-Specific Scope of Use, which may be updated from time to time and made available at <http://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use

- a. **Online Services Descriptions.** Esri's Online Services Subscription-specific terms of use are set forth in Attachment E of this Agreement, Product-Specific Scope of Use, which may be updated from time to time and made available at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in Attachment B to this Agreement.
- 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. 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.
- c. **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 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.

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

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. **"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 and Inventions.

- a. Esri or its licensors own and retain ownership of Deliverables.
- b. Each party will retain all rights, title and ownership to any Inventions made or conceived solely by the respective Party's Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement.
- c. The parties will jointly own any Inventions made or conceived jointly by Inventors from both Parties. The Parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any joint Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such joint Invention.

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 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 and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category. Esri may change 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 (1) 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/trainingq/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 to this Agreement:

- 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 the 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 <http://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 Technical 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: Colleen Herndon
Address: 700 President Ronald Reagan Way,
City, State, ZIP: Nashville TN 37201
Email: colleen.herndon@nashville.gov
Telephone: 615-862-6246
Fax: N/A

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.** 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. Esri will provide Activity Description quotes in the form of Learning and Services Credits. All quotes will be inclusive of all travel and related ODC expenses and must be pre-approved by Metro. No additional reimbursement or cost will be sought on behalf of Esri other than the pre-approved Learning and Services Credit deduction.

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 telecommunication 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 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
 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 2-TERM AND TERMINATION

2.1 The term of this Agreement commences on the same Contract Effective Date as the EA Contract (6567139), and terminates sixty (60) months later.

2.2 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.

2.3 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.

2.4 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.

To the extent permitted by applicable law, 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 3--LIMITED WARRANTIES AND DISCLAIMERS

3.1 Limited Warranties. Except as disclaimed below, and to the extent permitted by applicable Tennessee law, 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.

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.

3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, and to the extent permitted by applicable Tennessee law, 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 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. 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.

3.4 Disclaimers.

- a. **Internet Disclaimer.** To the extent permitted by applicable Tennessee law, 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](http://livingatlas.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.

3.5 Exclusive Remedy. To the extent permitted by applicable Tennessee law 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 4-LIMITATION OF LIABILITY

4.1 Disclaimer of Liability. To the extent permitted by laws of the state of Tennessee and T.C.A. § 12-3- 701, neither Customer, Esri, nor any Esri distributor or licensor will be liable for any Indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

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 or any applicable law or regulation.

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.**

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 5-INDEMNIFICATIONS

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

- 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.

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 (1) 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.

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.

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 Infringement Claim. Indemnitee, however, may participate in the defense of the claim at Customer's sole expense; and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense. Except for an admission required by a settlement that the Esri Offering infringes or Customer's authorized use of the Esri Offering infringes, Esri will not agree to allow the third-party plaintiff to include wording in any settlement or compromise which requires an admission regarding or inferring Customer's wrongdoing without Customer's written consent by the METRO Department of Law Settlement Committee and, where required, the METRO Council. In the event Customer's written consent is not provided for a proposed settlement and that disapproval causes an increase in the final settlement amount or any resulting expenses, such increases shall be borne by the Customer.

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

ARTICLE 6-RESERVED

ARTICLE 7-SECURITY AND COMPLIANCE

7.1 Security. Esri publishes its security capabilities at <http://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.

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.

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

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

ARTICLE 8-CLOUD SERVICES

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.

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.

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
- (i) 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
 - (ii) 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.

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.

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's content as described above.

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 9-GENERAL PROVISIONS

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

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

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.

9.4 Restrictions on Solicitation. To the extent permitted by applicable Tennessee law, neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

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. Unless customer is a tax-exempt governmental entity, 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 distributor may quote taxes or fees in accordance with its own policies.

9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement.

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.

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.

9.9 Successor and Assigns. Except for the sale of all or substantially all of Esri's assets, Customer and Esri will not assign, sublicense, or transfer their rights or delegate their obligations under this Agreement without the other party'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 parties' execution of a formal amendment to this Agreement, and provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's authorized distributors are not Affiliates of Esri.

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."

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.

9.12 Governing Law. The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee without regard to its conflict of laws. Tennessee law shall govern regardless of any language in any attachment or other document that Esri may provide.

9.13 Dispute Resolution. The parties may agree to utilize alternative dispute resolution available through the Tennessee Courts.

9.14 Equitable Relief. To the extent allowed by applicable Tennessee Law, 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.

9.15 Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

9.16 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.

9.17 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

ATTACHMENT C
SAMPLE TASK ORDER
 Esri Agreement No. _____
 Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("**Esri**"), and _____ ("**Customer**"), _____ ("**Customer Address**"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

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

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

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

ACCEPTED AND AGREED:

[sample only—do not sign]
 (Customer)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
 RESEARCH INSTITUTE, INC.
 (Esri)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT D
TIME AND MATERIALS RATE SCHEDULE**

See Quotation for Pricing.

ATTACHMENT E

PRODUCT-SPECIFIC SCOPE OF USE

(E300 Version dated May 31, 2024)

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

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

Desktop Products

- ArcGIS Earth (20; 65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcReader (20)
- ArcGIS for Personal Use (3)

Server Products

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

Developer Products

- ArcGIS Developer Subscription
 - All Plans (16; 66; 68; 78; 89; 97; 103; 109)
 - Builder, Professional, Premium, or Enterprise Plans (24; 77; 92)
 - Essentials Plan (90)
- ArcGIS Developer Bundle (16; 24; 77)
- ArcGIS Location Platform (16; 66; 78; 89; 90; 97; 103; 109)
- ArcGIS AppStudio Developer Edition (11; 16; 19)
- ArcGIS Engine Developer Kit and Extensions (16; 19; 22)
- Developer APIs and SDKs
 - ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, or Qt (16; 19; 105)
 - ArcGIS API for JavaScript (16; 63; 64)

- ArcGIS CityEngine SDK and Procedural Runtime (19; 105)
- ArcGIS Maps SDK for Unity, or Unreal Engine (16; 62; 64; 105)
- ArcGIS Maps SDK for Java, Kotlin, .NET, Qt, or Swift (16;19; 105)
- ArcGIS Maps SDK for JavaScript (16; 63; 64; 105)
- ArcGIS Runtime Deployment License for Android, iOS, Java, Kotlin, macOS, .NET, Qt, or Swift
 - Lite (15; 62; 64)
 - Basic or Standard (1; 14; 15; 18)
 - Advanced (14; 15; 18)
- ArcGIS Engine Deployment License for Windows/Linux and Extensions (15; 22)
- Esri File Geodatabase API (47)

Mobile

- ArcGIS Navigator (14)

Other

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

Online Services

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

Customers under the following categories have these additional rights:

 - Commercial Retail (72)
 - enterprise agreements (72)
 - Government (72)
 - NGO/NPO (72)
 - Press/Media Programs (72)
 - Education Programs (71)
- ArcGIS AEC Project Delivery Subscription (83)
- ArcGIS Velocity (103)
- ArcGIS Image Dedicated—Pro Machine (103; 104)

Footnotes:

1. May not be used to edit an enterprise geodatabase via Direct Connect.
2. Not for use in navigation.
3. Licensed for personal, noncommercial use only.
4. – Limited to 1 four-core server.
- Can be installed on a separate machine.
- 5–10. Reserved.
11. Applications built with ArcGIS AppStudio Developer Edition are subject to the terms of use for ArcGIS Runtime Deployment License.
12. Reserved.
13. Reserved.
14. May be used for navigational purposes.

15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users or third parties to use anywhere not prohibited under applicable export regulations.
17. Customer shall not redistribute Oracle Instant Client libraries or their documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement solely with respect to Customer's use of the Oracle Instant Client libraries. The Uniform Computer Information Transaction Act (UCITA) shall not apply to Customer's use of the Oracle Instant Client libraries.
18. When using a license string as the license enablement technology a Deployment License is required per Value-Added Application per user per device.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.
21. Reserved.
22.
 - a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
 - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.
23. System to System Communication
 - a. Customer may use a basic service login to enable one-way, read-only, system-to-system communications from ArcGIS Enterprise or ArcGIS Online to other third-party, enterprise business system(s) in the customer's organization. Customer may use a Viewer Named User Credential or Level 1 Named User Credential as a basic service login until Esri implements an actual service login credential. A specific Viewer Named User Credential or Level 1 Named User Credential used as a basic service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
 - b. Customer may use a standard service login to enable two-way, read-write, system-to-system communications between ArcGIS Enterprise or ArcGIS Online and other third-party, enterprise business system(s) in the customer's organization. Customer may use an Editor/Contributor (or higher) Named User Credential or Level 2 Named User Credential as a standard service login until Esri implements an actual service login credential. A specific Editor/Contributor (or higher) Named User Credential or Level 2 Named User Credential used as a standard service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions, and/or ArcGIS Developer Bundle; all other Software is licensed as a Single Use License.
25. Reserved.
26. Reserved.
27. May not be used to generate revenue by providing services to third parties.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. All components must be installed on a single server.
31. Includes a Failover License.
32. The use of this Software does not include a pilot's license (e.g., FAA, EASA, etc.) to operate a drone.
33. Customer may only use online storage provided with this Software to store Customer Content collected or processed through this Software.

- 34–38. Reserved.
39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.
- 40–46. Reserved.
47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.
- 48–61. Reserved.
62. Value-Added Applications must be used in conjunction with other Esri Products.
63. Value-Added Application for web deployment must be used in conjunction with other Esri Products.
64. Third-party technologies may be used in conjunction with Value-Added Applications as long as the Value-Added Applications are always used in conjunction with other Esri Product(s).
65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.
66. Only Customers with a paid Online Services subscription for stored geocodes may store geocoded results generated by World Geocoding Service. Customer may continue to store geocoded results generated through a paid subscription.
67. Limited to 250,000 geocodes per annual subscription.
68. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
69. May be used for any business purpose of Customer's organization.
70. May be used for development and test purposes for Customer's organization.
71. May be used for teaching purposes in educational organizations.
72. May be used for the internal business purposes of Customer's organization.
73. Reserved.
74. May be used for personal use.
75. Customer may enable third-party use of Value-Added Applications only by publicly sharing the Value-Added Application(s) using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own internal business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.
76. Customer is not permitted to create private groups or participate in any private groups.
77. Customer may distribute Value-Added Applications to third parties for a fee that are solely enabled through third parties ArcGIS Online and/or ArcGIS Enterprise Named User licenses.
78. Includes a Commercial App Deployment license.
79. Reserved.
80. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.
81. Reserved.
82. A Named User may embed its Named User Credential in an ArcGIS API for Python script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.
83. Customer must use a separate AEC Project Delivery Subscription for each Customer client ("Client"). Customer may (i) use the AEC Project Delivery Subscription solely to collaborate on project work with its Client; and (ii) provide Client with Named User access to the AEC Project Delivery Subscription to enable Client to access the AEC Project Delivery Subscription to collaborate on project work that Customer performs for Client. Client may not use the Named User License for any other purpose. Customer is solely responsible for Client's compliance with these terms of use and will ensure that Client stops using the AEC Project Delivery Subscription when the project ends.
84. Reserved.
85. Software licenses and subscriptions included with ArcGIS Hub may only be used to support the community initiatives enabled by ArcGIS Hub. Customer may allow 3rd parties to be Named Users of ArcGIS Hub for the sole purpose of engaging in community activities. Customers may allow employees, agents, consultants, or contractors to be Named Users of ArcGIS Hub for the sole purpose of administering, configuring, maintaining, and supporting community initiatives through ArcGIS Hub. No other use of software licenses and subscriptions included with ArcGIS Hub is permitted.

86. Customer may use the software licenses and subscriptions included with ArcGIS Indoors solely to enable the capabilities of ArcGIS Indoors as defined in the ArcGIS Indoors Documentation. No other use of software licenses and subscriptions included with ArcGIS Indoors is permitted.
87. Reserved.
88. Reserved.
89. Customer may distribute directly, or through its sales channels, revenue-generating Value-Added Applications, that access ArcGIS Location Platform through Authentication, to third parties. All revenue-generating Value-Added Applications are required to use Authentication when accessing ArcGIS Location Platform.
90. Customer may have multiple subscriptions within their organization for development and test purposes. Customer may only use one subscription within their organization for use with deployed Value-Added Applications.
91. Reserved.
92. Customer is only permitted to create private groups or participate in private groups within the development and test ArcGIS Online Organization Subscription included with the ArcGIS Developer Subscription.
93. Reserved.
94. Reserved.
95. Reserved.
96. Customer may use ArcGIS Image services for interactive, non-programmatic access by Named Users only. Programmatic use of the ArcGIS Image services (e.g., batch classification, deep learning, etc., or exporting volumes of data larger than 10MB at a time) are not permitted.
97. Customer's end users who are prompted for an API key for use with a third party's Value-Added Application must generate such API keys through an ArcGIS Location Platform. API keys generated through an ArcGIS Online account are not permitted in this scenario.
98. Reserved.
99. The user types included with ArcGIS Indoors Maps are licensed solely for use to enable the capabilities as defined in the product documentation for ArcGIS Indoors Maps, ArcGIS Indoors Spaces, and ArcGIS IPS.
100. Customer may only use ArcGIS Indoors user types for use with Value-Added Applications created specifically to work with ArcGIS Indoors Maps, Spaces, and ArcGIS IPS.
101. An ArcGIS Indoors Spaces license is required to use either Workspace Reservations or Space Planner.
102. Each Disconnected Plan is limited to one production cluster.
103. May include Online Services or Software capabilities, utilized through a consumption-based model as described in the Ordering Document or Documentation. Online Services and Software capabilities have different units of consumption associated with them (examples of which include ArcGIS Online credits, core hours, or capacity). For Esri Offerings that enable access to Online Services or Software capabilities through an allocated or pre-paid units of consumption model, use of the consumption-based Online Services or Software capabilities reduce the number of allocated or pre-paid units of consumption that could be applied to the use of the Online Services or Software. Esri will provide Customer with advance notification when Customer's allocated or pre-paid units of consumption nears exhaustion. Esri reserves the right to restrict or suspend Customer's access to the applicable consumption-based capabilities of Online Services or Software when consumption reaches 100 percent of the total allocated or pre-paid amount. Customer may purchase additional units as needed to enable the continued use of the applicable consumption-based Online Services or Software capabilities. If Customer does not purchase additional units, Customer risks continuing to incur charges for continued storage of Customer Content in ArcGIS Online. Certain Online Services or Software allow Customer to enable overages for consumption-based capabilities. If overages are enabled by Customer, Esri will invoice monthly in arrears, or charge a credit card on file, and Customer is responsible for paying fees incurred at the then-current rate. Esri reserves the right to restrict or suspend Customer's access to the applicable consumption-based Online Services or Software capabilities if Customer has a past due amount. Esri will promptly restore Customer's access to the applicable consumption-based capabilities once Customer pays the past due amount and funds access to the consumption-based capabilities.
104. ArcGIS Cloud Store connection files (ASC files) pre-installed on virtual Pro Machines may not be copied or otherwise transferred to any other device.

105. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under applicable export regulations.
106. Customer may not exceed 500 GB feature data store using Standard Feature Data Store. Customer may not exceed the storage limit enabled for their subscription.
107. May include image detection or obfuscation capabilities. Customer must review outputs and manually adjust any information that might be missed by the technology.
108. Customer must opt-in to access and use Artificial Intelligence (AI) capabilities, which are available through third-party APIs and offered subject to the third-party terms and privacy policies.
109. Basemap Styles are for use only with ArcGIS Location Platform Basemap Services.

SECTION A-1**Security Requirements**

1 Safeguards. In its provision of FedRAMP Authorized Online Services as US-based operations (ArcGIS Online) to Metropolitan Government of Nashville and Davidson County (Metro Government), Contractor aligns with FedRAMP Moderate security requirements and NIST SP 800-53 security Controls to protect the availability, confidentiality and integrity of Metro Government's Customer Content.

2 Confidentiality Sensitive Information.

For the avoidance of doubt, Sensitive Information and confidential information uploaded by METRO to ArcGIS Online shall be referred to and qualify as "Customer Content," as that term is defined in the Master Agreement Product and Services No. 00334371.0.

CONTRACTOR, and its Authorized Personnel, may have access to Customer Content uploaded to ArcGIS Online. CONTRACTOR, and its Authorized Personnel, are required to maintain such information in a manner appropriate to its level of sensitivity, in alignment with applicable FedRAMP security requirements and NIST SP 800-53 security controls. The access, modification, deletion, removal, or disclosure of Customer Content is subject to Article 8 Cloud Services of Master Agreement No. Product and Services No. 00334371.0.

Notwithstanding anything to the contrary in this Contract, 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. For the avoidance of doubt, the following will not be exchanged between the CONTRACTOR AND METRO under this Contract: (a) Information, data, or technology controlled for export under the International Traffic in Arms Regulations (ITAR); (b) Unclassified controlled technical information (UCTI) or Covered Defense Information (CDI) under DFARS Subpart 204.73 (Safeguarding Covered Defense Information and Cyber Incident Reporting); and (c) Protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA).

3 Subcontracting/Outsourcing.

3.1 Prior Approval. Metro Government acknowledges and agrees that Contractor may utilize the infrastructure provided by AWS and MS Azure. Without Metro Government's prior written consent, Contractor may not subcontract with any other third party to perform any of its obligations to Metro Government which involves access to Metro Government Customer Content. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department, unless consent is otherwise granted by execution of the Contract # 6567139 ("Contract"), which this Exhibit B is incorporated into. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor, or otherwise deems such withdrawal necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Customer Content.

3.2 Subcontractor Confidentiality. Contractor Authorized Personnel are bound by the same confidentiality obligations set forth in this Agreement and Contractor shall cause its Authorized Personnel, including the Cloud Service Providers, to comply with the security controls found in these Security Requirements. Contractor or its Authorized Personnel may not transfer, provide access to or otherwise make available Metro Government Customer Content to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of Customer Content to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government. Notwithstanding the foregoing, Metro Government acknowledges that Contractor technical support personnel located outside of the United States may access Metro Government Customer Content as necessary to provide technical support to Metro Government, and Metro Government consents to such action by execution of the Contract.

3.3 Contractor Clarifications.

4.3.1 Esri will not require any Metro Government Sensitive Information (or highly sensitive data) to be stored or processed on ArcGIS Online.

4 Security Incident Notification

CONTRACTOR shall notify METRO of an Esri confirmed Security Incident within 72 hours of Contractor's confirmation of such Security Incident ("Security Incident Notice") by contacting the METRO ITS Help Desk. The Security Incident Notice should describe

Exhibit C – MISA Terms and Conditions**Contract 6567139**

(if known) the nature of the Security Incident, the scope of the Customer Content impacted, the date the Security Incident occurred, as well as specific information about the Customer Content impacted. Contractor's notification of or response to a Security Incident under this section will not be construed as an acknowledgement by Contractor of any fault or liability with respect to such Security Incident. CONTRACTOR shall reasonably cooperate with METRO in connection with METRO's efforts to mitigate the effects of such Security Incident. CONTRACTOR will coordinate with appropriate parties to investigate Security Incident and take commercially reasonable steps for the mitigation and remediation of the effects of the Security Incidents based on CONTRACTOR's assessment of risk. CONTRACTOR will provide updates to Metro with applicable information on a mutually agreed upon schedule. In the event of CONTRACTOR's negligence or misconduct, and subject to the limitations of liability provisions found in the Master Agreement Product and Services No. 00334371.0, CONTRACTOR will be responsible for costs of the remediation efforts to CONTRACTOR's systems that are selected for remediation by CONTRACTOR. Costs of remediation will be deemed direct damages. CONTRACTOR agrees that it shall not inform any third party of a Security Incident without first obtaining Metro's prior written consent, unless required by law or court order or applicable law. CONTRACTOR will notify Metro of any Security Incident by contacting the person listed below:

Name: metroitshelpdesk@nashville.gov

Phone: (615) 862-6222

5 Incident Response.

Contractor shall have a documented procedure for promptly responding to ArcGIS Online Security Incidents that complies with applicable FedRAMP security requirements and with NIST SP 800-53 security controls and shall follow such procedure in case of a Security Incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

Metro Government will contact Contractor's Product Security team at PSIRT@esri.com in the event of a Security Incident. Contractor's Product Security team should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the Security Incident (including providing information requested by Metro Government, if available); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to implement commercially reasonable measures to remedy or mitigate any damage to Metro Customer Content that may result from the Security Incident.

6 Virus Representation and Warranty

Contractor will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any 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 telecommunication equipment per Article 7.2 Malicious Code of Exhibit C Master Agreement Products and Services.

For ArcGIS Online, CONTRACTOR shall install and maintain Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software.

SECTION A-2**Definitions**

Capitalized terms used in the Agreement shall have the meanings set forth in this Section A-2 of Exhibit B which can be found on the Metropolitan Government of Nashville website. Terms not defined in this Section A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Authorized Personnel" means Contractor's employees and contractors and subcontractors who have access to and process Metro's Customer Content as part of its provisions of ArcGIS Online to Metro, including Cloud Service Providers.
2. "Agreement" means Contract # 6567139, including all applicable exhibits, addendums, and attachments.
3. "Cloud Service Providers" means Amazon Web Services and Microsoft Azure.
4. "Effective Date" means the date on which the Agreement commences.
5. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
6. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
7. "Term" means the period during which the Agreement is in effect.
8. "Security Incident" means a breach of Contractor's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Content on systems managed or otherwise controlled by Contractor. Security Incidents will not include unsuccessful attempts or activities that do not compromise the security of Customer Content, including unsuccessful login attempts, pings, port scans, denial-of-service attacks, and other network attacks on firewalls or networked systems.

SECTION AI

Artificial Intelligence

See next page



Advancing Trusted AI in ArcGIS

Trusted Artificial Intelligence (AI) goes beyond simply achieving accurate results for ArcGIS products. It is a journey of continuous advancement that encompasses a holistic approach prioritizing security, privacy, transparency, fairness, reliability and responsible development and deployment of AI. We recognize the power of AI technology and its potential to transform society and design a better, more sustainable future. The rapid advancements in generative AI highlight the urgent need for frameworks that guide trusted AI deployment and bridge the AI trust gap.

Legacy of AI Trust and Innovation

Before the generative AI boom of the past few years, when people talked about AI, typically they were referring to machine learning and deep learning models used in pattern recognition, forecasting, object detection, change detection, and more. Over a decade ago, Esri started with machine learning to perform clustering, regression, and classification on spatial data. More recently, work has continued in both the machine learning and deep learning space, including the introduction of [pre-trained deep learning models](#) that are trained using massive, diverse datasets to make it easier to get started with tasks such as feature extraction, point cloud classification, and image redaction. This work falls under the umbrella of what Esri refers to as [GeoAI](#).

Generative AI refers to a type of machine learning model designed to create new content, or insightful recommendations, by learning patterns from large-scale datasets. Generative AI models are trained on extensive datasets, which may include very large, domain-specific data and/or data from the internet. Unlike traditional AI models that focus on making predictions or performing analysis, generative AI models are used to generate creative outputs such as text, images, or other forms of content.

In contrast to Generative AI as described above, GeoAI focuses on analyzing and interpreting geospatial data to uncover patterns and make predictions using the input data. Generative AI can be thought of as a machine learning model that is trained to create new data, rather than making a prediction about a specific dataset and is more non-deterministic allowing for more creative solutions. A generative AI system is one that learns to generate more objects that look like the data it was trained on. An example of ArcGIS capabilities incorporating generative AI are [AI Assistants within ArcGIS](#).

The actual machinery underlying generative AI and other types of AI oftentimes utilize the same algorithms, which can blur the distinction between the types. Generative AI's quick proliferation and broader use cases has resulted in expedited regulatory requirements and customer demands for stronger transparency and control. Therefore, this paper primarily focuses on assurance measures being worked on or already in place for generative AI.

AI Landscape Today

The AI landscape is rapidly evolving. Governments around the world are actively shaping the future of AI by enacting new laws and frameworks. For instance, the European Union recently adopted the EU AI Act, which establishes regulations on high-risk AI applications. Similarly, the United States has seen proposals like the AI Bill of Rights and Executive Order M-24-10 addressing potential risks and biases in AI systems.

Esri has recognized the importance of staying ahead of these evolving legal requirements, responsible development, and ethical considerations. We proactively align our AI practices with key regulations and industry-recognized frameworks. This includes following the guidance set forth by laws and regulations stated above.

ArcGIS Guiding AI Principles

Esri's dedication to trusted AI is rooted in our core values, driving us to innovate with integrity. Our AI Principles guide our AI development and deployments, helping ensure our systems positively impact society, provide transparency, and protect user data. Esri's Trusted AI is anchored on a foundation of six core principles that guide our AI projects and initiatives.



Security: We are committed to safeguarding security and mitigating risks in our AI systems through a secure-by-design approach while ensuring responsible AI that proactively protects against security threats.



Privacy: We prioritize protecting user data and ensuring the privacy of AI throughout the AI lifecycle ensuring compliance with global privacy standards through privacy-by-design methodologies, data anonymization, and data minimization.



Transparency: We provide clear visibility about our AI models, empowering informed decision-making about our AI processes, limitations, and outcomes.



Fairness: Esri has long upheld the principles of fairness, ethics, and societal responsibility in its everyday practices. These core values are embedded in our approach to decision-making, product development, and community engagement.



Reliability: Our AI is carefully tested and validated to deliver consistent and dependable results across diverse environments and use cases.



Accountability: We maintain accountability by establishing clear governance frameworks, holding our teams responsible for AI deployment and monitoring, ensuring human oversight remains central to all AI-related decisions.

Esri's Approach to Trusted AI

We have implemented a variety of measures and practices to ensure our guiding AI principles are translated into action.

Design

Our approach to AI development at Esri is grounded in practices designed to build and maintain trust. We employ a risk evaluation process to assess new AI products and features, ensuring they meet relevant privacy and security standards. Adhering to a human-in-the-loop design philosophy, our AI features are developed to support inclusivity and user control. We are establishing red teaming and poisoned model validation techniques to identify vulnerabilities and potential biases by simulating adversarial attacks and validating against manipulated data. We ensure incorporation of ethical guardrails to ensure compliance with ethical principles. Our generative AI solutions also undergo holistic lab testing in controlled environments, coupled with our human oversight framework to maintain human involvement in critical decision-making processes supported by AI.

Customer Choice

Esri prioritizes transparency and user control when it comes to Generative AI by informing customers when Generative AI is being used and providing them with alternative options. Due to the broader societal concerns with some use cases, or other trust concerns, some organizations choose to block generative AI. With Esri products, generative AI capabilities are only enabled when customers opt-in, ensuring that users have full autonomy over their use. For customer managed products, this can include optional installation components and for services administrative override settings.

Data

Esri prioritizes your data security and control with our products including when utilizing AI functionalities within ArcGIS. We understand the importance of Trusted AI, and that includes transparency in data handling. Unless explicitly authorized by you, Esri does not use customer prompts to train AI models. Customers retain ownership of prompts and data they provide for AI analysis within ArcGIS products.

In the instances where we leverage a third-party AI service for specific AI functionalities, we ensure they adhere to data segmentation practices. Esri only collaborates with external services that commit to robust data handling practices, including Esri's use of enterprise-class AI instances that segment and protect data. By prioritizing these practices, we ensure your data used with AI Assistants is not sold or used for training Esri or third-party owned AI models unless the customer authorizes Esri to do so. Note, to ensure a safe experience, most external service providers temporarily store anonymized prompt information via tokenization and hashing for abuse monitoring purposes.

Metadata

The importance of metadata continues to increase relative to AI. Whether it is metadata concerning the underlying model, or dataset licensing which will determine if the information can be processed by an AI solution. While many underlying AI models utilized by our products have AI Model Cards (an evolving standard), they don't provide the additional context for how the model is utilized within our product and what steps Esri has taken to minimize associated risks. Therefore, Esri is creating [AI Transparency Cards for ArcGIS](#) features that utilize generative AI. These cards provide details on feature functionality, data sources, validation performed, and safeguards in place allowing our customers to incorporate and utilize such features in a responsible manner.

Governance

Esri established a cross-department AI Governance Board in early 2023 to establish policies and procedures to ensure adherence to our Trusted AI principles. This fosters a culture of collaboration and innovation, allowing us to leverage the power of AI while prioritizing trust and responsibility for both our products we deliver to customers, as well as our internal operations.

Moving Forward with Trust

Note that achieving Trusted AI is a shared responsibility with our customers. While we strive to ensure trusted AI tools, their full potential can only be realized through active customer participation. This includes adhering to best practices in data governance, ensuring proper usage and handling of AI tools, providing feedback, ensuring appropriate human oversight, and remaining aware about the ethical implications of AI deployment. By doing so, customers contribute to the integrity and trustworthiness of Esri AI applications, fostering a collaborative environment where both Esri and its users can innovate responsibly and sustainably.

Our journey with AI has been one of continuous evolution, from the powerful foundations of GeoAI to the exciting possibilities of Generative AI Assistants. Through this journey, our dedication to trust has remained constant. The principles and practical initiatives serve as a roadmap for our continued commitment to our AI solutions that are not only influential but also reliable, ethical, and transparent.

Together, we can build a future where AI empowers positive change with trust as our foundation.

Latest document version available within the [ArcGIS Trust Center here](#).

SECTION BU

Information Backup, Contingency Planning and Risk Management

- 1 Disaster Recovery Plan.** Contractor will maintain a Disaster Recovery Plan.
- 2 Risk Management Requirements.** Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Customer Content in alignment with applicable FedRAMP security requirements and with NIST SP 800-53.

SECTION CSP

Cloud Service Providers

1 Certifications and Compliance.

- 1.1. Contractor will, on at least an annual basis, engage an independent third party audit to perform testing on ArcGIS Online. Upon written request, which shall be made no more than once per calendar year, Esri will provide a summary of such audit under appropriate nondisclosure obligations.
- 1.2. Metro shall have the right to terminate this Agreement (together with any related agreements, including licenses) for convenience in accordance with the termination for convenience provisions in the Master Agreement Product and Services No. 00334371.0 in the event that the Contractor fails to produce a FedRAMP Tailored Moderate summary pursuant to appropriate nondisclosure obligations.

2 Data Security. Esri will encrypt Customer Content stored in ArcGIS Online, both in transit and at rest, in accordance with its FedRAMP authorization.

3 Use of Subcontractors. Subcontractors providing Cloud Services under this Contract will be subject to security requirements at least as protective as those found in this Contract.

4 Location of Customer Content. Metro is responsible for choosing the storage location for Customer Content uploaded into ArcGIS Online.

5 Personnel Access. The Contractor will require all employees who will have access to Metro Customer Content, to pass a background investigation.

6 Asset Availability.

- 6.1. The Contractor will inform Metro of any interruption in the availability of ArcGIS Online via announcements posted on Contractor's ArcGIS Online Health Dashboard website available at <https://status.arcgis.com>.

7 Law Enforcement.

- 7.1. The Contractor shall record all physical access to the cloud storage facilities and all logical access to Metro Customer Content. This may include the entrant's name, role, purpose, account identification, entry and exit time.
- 7.2. If Metro Customer Content is co-located with the non-Metro data, the Contractor shall isolate Metro Customer Content into an environment where it may be reviewed, scanned, or forensically evaluated in a secure space with access limited to authorized Metro personnel identified by the Metro personnel, and without the Contractor's involvement.

8 Maintenance. The Contractor shall provide maintenance in accordance with Contractor's Maintenance and Support Program.

9 Notification. Contractor 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.

10 Supply Chain. The Contractor is responsible for exercising due diligence by way of making commercially reasonable efforts to use genuine hardware and software products that are free of malware.

11 Service Level Agreements. The Contractor's Service Level Agreement for ArcGIS Online is found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/referenced-files/g-632-agol-service-level.pdf>. A copy of Contractor's current SLA is attached below.

Service Level Agreement

ArcGIS Online, ArcGIS Velocity, Site Scan for ArcGIS, and ArcGIS Image Dedicated



This Service Level Agreement ("**SLA**") governs the availability of the Products identified below as made available to Customer under the terms of the Master Agreement. Unless given a new definition in this SLA, all terms previously defined in the Master Agreement shall have the same meaning in this SLA.

1. DEFINITIONS

- a. "**Covered Downtime**" means all Downtime other than Excluded Downtime.
- b. "**Covered Services**" means a Product's services identified in Section 4 below.
- c. "**Downtime**" means periods during which one or more of a Product's Covered Services are not available.
- d. "**Excluded Downtime**" includes Planned Downtime and any Downtime resulting from (i) events beyond Esri's reasonable control; (ii) any action taken under Customer's account; (iii) any termination or suspension of Customer's account in accordance with the terms of the Agreement; (iv) any third-party software or hardware used to access the Products; (v) use of the Products that is inconsistent with the Master Agreement or Esri's reasonable instructions; and (vi) use of Beta, evaluation, and free services.
- e. "**Master Agreement**" means as applicable (i) the Master Agreement, Products and Services that is found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> or (ii) a signed Agreement between the customer and Esri governing the customer's use of the Products.
- f. "**Planned Downtime**" means Downtime for scheduled maintenance. Esri will use commercially reasonable efforts to announce Planned Downtime as early as possible but no less than eight (8) hours beforehand.
- g. "**Product(s)**" means ArcGIS Online, ArcGIS Velocity, or Site Scan for ArcGIS.
- h. "**Quarterly Uptime Percentage**" equals one hundred percent (100%) less the percentage of one (1)-minute intervals during the Service Quarter that constitute Covered Downtime. A Product will be considered to have been 100% available for any portion of a Service Quarter in which Customer did not maintain an active subscription.
- i. "**Service Commitment**" means a Quarterly Uptime Percentage of 99.9%.
- j. "**Service Quarter**" means a standard three (3)-month calendar quarter. Service Quarters are defined as the following four (4) specific time periods: January through March, April through June, July through September, and October through December.
- k. "**SLA Credit**" means a monetary credit applied to Customer's annual subscription at time of renewal.

2. SERVICES AVAILABILITY. Esri will use commercially reasonable efforts to achieve the Service Commitment for each Product. For any Service Quarter that the Quarterly Uptime Percentage for a Product is less than the Service Commitment and subject to Esri's minimum threshold for credit (\$100 USD), Customer will receive an SLA Credit equivalent to the prorated Product subscription fee for the net Covered Downtime during the relevant Service Quarter in excess of the maximum Downtime permitted under the Service Commitment.

3. PROCEDURE. Once Esri has verified that the Quarterly Uptime Percentage for a Product fell below the Service Commitment and exceeds Esri's minimum criteria for providing an SLA Credit, the appropriate SLA Credit will be applied to Customer's paid renewal of its subscription for the Product at the time of renewal. An SLA Credit is non-transferable and is the Customer's sole and exclusive recourse for any nonattainment of the Service Commitment. If Customer does not renew the subscription, Customer forfeits the SLA credit.

4. COVERED SERVICES. The Covered Services are:

ArcGIS Online

- ArcGIS.com Website
- ArcGIS.com REST API
- Esri Basemaps Service
- Hosted Feature Service
- Hosted Tile Service

ArcGIS Velocity

- Hosted Feature / Map Image Layer
- Hosted Stream Layer
- ArcGIS Velocity REST API
- ArcGIS Velocity website

Site Scan for ArcGIS, ArcGIS Image Dedicated (Autoscaling must be enabled)

- All Services

SECTION PATH CREATION AND CERTIFICATION

- 1 Security Patch Required.** Unless otherwise expressly agreed to by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall provide maintenance and support in accordance with Contractor's Maintenance and Support Program.
- 2 Timeframe for Release.** For exploitable vulnerabilities contained within ArcGIS Online that are discovered by Contractor itself, Contractor shall promptly create and release a Security Patch in alignment with FedRAMP Moderate requirements. Contractor must release a Security Patch:
(i) within 90 days for Critical Vulnerabilities, (ii) within 180 days for Important Vulnerabilities, and (iii) within one (1) year for all other Vulnerabilities after Contractor becomes aware of the Vulnerabilities. For Vulnerabilities contained within the Product that have become publicly known to exist and are exploitable, Contractor will release a Security Patch in a faster timeframe based on the risk created by the Vulnerability, which timeframe should be no longer than thirty (30) days. For the avoidance of doubt, Contractor is not responsible for creation of Security Patches for Vulnerabilities in the Product that is caused solely by the Off-the-Shelf Software installed by Metro Government.
- 3 Notice of Known Vulnerabilities.** Contractor has adopted procedures consistent with FedRAMP Moderate requirements and with BSIMM to address notification, documentation and remediation of exploitable vulnerabilities related to ArcGIS Online. Notification of exploitable vulnerabilities and their associated patches/mitigations are posted to the ArcGIS Trust Center notifications page; customers may subscribe to the associated RSS feed.

SECTION ENVIRONMENTAL SECURITY

Appropriate security measures consistent with FedRAMP Moderate security requirements and with NIST SP 800-53 security controls are adopted by Contractor's Cloud Service Providers at any data centers where Customer Content is stored. Such security measures must include, at a minimum:

- 1 Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Customer Content, and restoring Customer Content if needed and if commercially feasible, in the case of an emergency or crisis.
- 2 Environmental Safeguards.** Reasonable environmental safeguards to protect information systems storing Customer Content from smoke, heat, water, fire, humidity, or power surge damage.
- 3 Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Customer Content.
- 4 Maintenance Records.** The Cloud Service Providers shall conduct regular maintenance on information systems which store Customer Content and to the Cloud Service Providers' facility's physical and environmental controls (e.g., temperature, physical access). Cloud Service Providers shall maintain documentation of any repairs or maintenance performed on the systems or facility.
- 5 Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor's information systems or storage media that store Customer Content. Such efforts shall include, but are not limited to:
 - 5.1** Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
 - 5.2** Not transporting or shipping un-encrypted media which stores Customer Content unless the Customer Content is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).

SECTION SOFTWARE / SYSTEM CAPABILITY

1 Supported Product.

- 1.1 Unless otherwise expressly agreed to by Metro Government in writing, Contractor shall provide Metro Government only supported versions of ArcGIS Online, which will not become "end of life" for at least 24 months. When ArcGIS Online requires third-party components, Contractor will ensure that ArcGIS Online is compatible with currently supported third-party components. Unless otherwise expressly agreed to by Metro Government in writing, Contractor warrants that all third-party components in ArcGIS Online are currently supported, are not considered "end of life" by the third-party provider of such components, and will not become "end of life" in less than 24 months from the date of acquisition by Metro Government.
- 1.2 If Open Source Software is incorporated into ArcGIS Online, Contractor shall only use widely supported and active Open Source Software in ArcGIS Online.
- 1.3 Information transfers within applications and involving ArcGIS Online should be done using web services, APIs, etc. as opposed to flat file information transport.

2 Software Capabilities Requirements.

- 2.1 Contractor shall not include fixed account passwords in ArcGIS Online that cannot be changed by Metro Government. Contractor shall allow for any account to be renamed or disabled by Metro Government.
- 2.2 ArcGIS Online shall support a configurable Session Timeout for all users or administrative access to the Product.
- 2.3 Contractor shall ensure that ArcGIS Online shall transmit and store Authentication Credentials using Strong Encryption.
- 2.4 ArcGIS Online shall mask or hide the password entered during Interactive User Login.
- 2.5 Contractor shall ensure that ArcGIS Online can be configured to require a Strong Password for user authentication.
- 2.6 ArcGIS Online shall allow user accounts to be disabled after a configurable amount of failed login attempts over a configurable amount of time.
- 2.7 ArcGIS Online shall have the capability to require users to change an initial or temporary password on first login.
- 2.8 ArcGIS Online shall have the capability to report to Metro Government, on request, all user accounts and their respective access rights within three (3) business days or less of the request.

- 3 **Backdoor Software.** Contractor shall not provide ArcGIS Online with Backdoor Software, including, without limitation, undocumented or secret access functions (e.g., accounts, authorization levels, over-rides or any backdoor). Contractor shall supply all information needed for the Metro Government to manage all access (local or remote) capabilities within ArcGIS Online including denying of Remote Access entirely from any party including Contractor. Contractor shall not include any feature within ArcGIS Online that would allow anyone to circumvent configured authorization remotely.

SECTION V – Contractor Managed System Requirements

1 Vulnerability and Patch Management.

- 1.1 Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.
- 1.2 Metro Government will monitor compliance and check for exploitable vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.
- 1.3 Contractor shall use all reasonable methods to mitigate or remedy a known exploitable vulnerability in ArcGIS Online according to the level of criticality adopted by Contractor and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

2 System Hardening.

- 2.1 Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 2.2 In the event that Contractor is providing ArcGIS Online Products that are to be directly accessible from the Internet, if technically, feasible, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product that are not required for proper functionality of the Product.
- 2.3 Contractor shall ensure that ArcGIS Online is synchronized with reliable time sources and has the proper time zone set or no time offset (e.g., GMT or UTC).
- 2.4 For ArcGIS Online, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 2.5 For ArcGIS Online, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

3 Authentication.

- 3.1 Contractor shall assign a unique user ID to Authorized Personnel or end user who accesses Customer Content on ArcGIS Online. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2 Contractor agrees to require authentication for access to Customer Content stored in ArcGIS Online.
- 3.3 Contractor agrees to configure the system to support Strong Authentication for accessing Customer Content from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4 Esri Offerings align with NIST 800-63 identity management standards.
- 3.5 Unless otherwise agreed to by Metro Government, Contractor shall ensure that ArcGIS Online will require Strong Password for user authentication.

4 Automatic Log off. ArcGIS Online is configured to automatically logoff user sessions at the most after 20 minutes of inactivity.

- 5 **Information Segregation, Information Protection and Authorization.** Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Customer Content to other Contractor Metro Governments.
- 6 **Account Termination.** Contractor shall disable user accounts of Authorized Personnel or Metro Government end users for ArcGIS Online within five (5) business days of becoming aware of the termination of such Authorized Personnel. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.

7 **System / Information Access.**

7.1 In the performance of tech support, Contractor and its Authorized Personnel shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Authorized Personnel from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Authorized Personnel who attempts to bypass Metro Government security controls.

7.2 Contractor agrees to use the Principle of Least Privilege when granting access to ArcGIS Online.

8 **System Maintenance.**

8.1 Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Customer Content according FedRAMP Moderate requirements.

8.2 The Cloud Service Providers shall keep records of all preventative and corrective maintenance on the infrastructure that stores, transmit and processes Metro Government Customer Content. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance.

Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:
To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;
- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;
- Not to otherwise engage in discriminatory conduct;
- To provide a discrimination-free working environment;
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/2022/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY05.04.22.pdf

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020.


Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

And Further Affiant Sayeth Not:

Organization Name: Environmental Systems Research Institute, Inc.

Organization Officer Signature: 

Name of Organization Officer: Alejandra Merino

Title: Manager, International Contracts






Affidavit required for New EA - Metropolitan Governments of Nashville & Davidson Counties

Final Audit Report

2024-12-17

Created:	2024-12-16
By:	Miranda Carberry (mcarberry@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABIPtq_3lC9-S6agjU9jAbEUD_Ff4oa4J

"Affidavit required for New EA - Metropolitan Governments of Nashville & Davidson Counties" History

-  Document created by Miranda Carberry (mcarberry@esri.com)
2024-12-16 - 9:02:50 PM GMT- IP address: 155.226.129.249
-  Document emailed to Alejandra Merino (smerino@esri.com) for signature
2024-12-16 - 9:03:29 PM GMT
-  Email viewed by Alejandra Merino (smerino@esri.com)
2024-12-17 - 5:21:18 PM GMT- IP address: 104.47.56.126
-  Document e-signed by Alejandra Merino (smerino@esri.com)
Signature Date: 2024-12-17 - 6:55:13 PM GMT - Time Source: server- IP address: 198.102.58.250
-  Agreement completed.
2024-12-17 - 6:55:13 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 CN102703377-ESRI-GAWUE-24-25	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> CONTACT NAME: Brandon Pham PHONE (A/C, No, Ext): 213-346-5165 E-MAIL ADDRESS: brandon.pham@marsh.com </td> <td style="width: 50%;"> FAX (A/C, No): 949 399 2999 </td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: Travelers Property Casualty Co. of America</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: Brandon Pham PHONE (A/C, No, Ext): 213-346-5165 E-MAIL ADDRESS: brandon.pham@marsh.com	FAX (A/C, No): 949 399 2999	INSURER(S) AFFORDING COVERAGE		INSURER A: Travelers Property Casualty Co. of America		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED Environmental Systems Research Institute, Inc. 380 New York Street Redlands, CA 92373	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">NAIC #</td> <td style="width: 50%;">25674</td> </tr> </table>	NAIC #	25674														
NAIC #	25674																

COVERAGES**CERTIFICATE NUMBER:**

LOS-002794699-04

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLANKET CONTRACTUAL LIAB <input checked="" type="checkbox"/> OWNERS/CONTRACTORS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			H-660-0130P85A-TIL-24	02/15/2024	02/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-9M249836-24-I3-G	02/15/2024	02/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DEDS: \$ 1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-8J256475-24-I3-G	02/15/2024	02/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Technology E&O/Cyber Liability incl Network Sec. & Privacy			ZPL-71N73536-24-I3 Claims Made Form; Retro Date 7/16/87	02/15/2024	02/15/2025	Each Claim & Aggregate 1,000,000 Deductible 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Enterprise Agreement Contract No. 6567139/Esri No. 00334262.0

Certificate Holder: It's officials, officers, and employees is/are named as additional insured as respects general and auto liability as their interest may appear, per written contract with the named insured. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Government of Nashville and Davidson County Attn: Risk Management 700 2nd Avenue South, Suite 301 Nashville, TN 37210	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Marsh Risk & Insurance Services</i></p>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

COMMERCIAL GENERAL LIABILITY

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

COMMERCIAL GENERAL LIABILITY

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

COMMERCIAL GENERAL LIABILITY

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-8J256475-24-13-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM

SS #: SS2024103Date Received: Feb. 27, 2024

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 2/25/2024 Requesting Department/Agency/Commission: Information Technology ServicesRequesting Official: Colleen HerndonTelephone #: 615-862-6246This is for a multi-year contract.Product/Service Description: Esri Enterprise Agreement (EA) - 5 year contract**Approval of changes**
Total Purchase (Enter the value for the entire contract life) Price: ~~\$5,150,000~~ **\$6,895,000.00** *DK* 12/16/2024 | 2:02 PM
BU Number: 14521180Fund #: 51137

Object Account: _____ Any Other Accounting Info: _____

Proposed Supplier: EsriProposed Supplier Contact: Account Manager- Tim PoeSupplier Address: 380 New York StreetCity: RedlandsST: CAZip: 92373-8100Supplier Telephone #: 888-377-4575 (or 909-369-3917) Supplier Email: service@esri.com (or tpoe@esri.com)**Metro Code: 4.12.060 Sole Source Procurement.**

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.Other, see explanation below

If Other, Explain Request: Metro's current Enterprise Agreement with Esri (which was a five year contract) will end in Jan. 2025. Metro wishes to continue the use of Esri products through a new 5 year Enterprise Agreement/contract with Esri. Metro's EA with Esri allows access to uncapped core Esri product licenses, and a significant discount on additional solution licenses. Metro has spent significant investment in deploying Esri's Enterprise GIS platform for Metro over the past several years. The approval to proceed with negotiation of a new EA with Esri will allow Metro to continue realizing the cost savings provided through the EA, and will allow us to continue to leverage the investment that has been made up to this point.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: CHRequesting Department Director's Signature of Approval: Date: 2/27/2024 | 9:27 AM CST

SS #: SS2024103

Date Received: Feb. 27, 2024

To be completed by the Procurement Division

☐ **Vetting & Research Needed; Date Requested by Purchasing Agent**_____

~~SS2024103~~ Surprise Agreement - 5 Year

☒ **Sole Source is Approved for:**_____

☐ **Sole Source is Denied (See determination summary for denial reason)**

PURCHASING AGENT: Dennis Rowland 4/17/2024 | 8:07 AM
Date:_____

Certificate Of Completion

Envelope Id: 296E86FB-C5F3-4F1B-B278-51F77F76F444

Status: Sent

Subject: URGENT!!! Metro Contract 6567139 with Environmental Systems Research Institute, Inc. (ESRI) (ITS)

Source Envelope:

Document Pages: 92

Signatures: 10

Envelope Originator:

Certificate Pages: 18

Initials: 4

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

12/27/2024 1:26:31 PM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

Signer Events

Signature

Timestamp

Gary Clay

Gary.Clay@nashville.gov

Asst. Purchasing Agent

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image
Using IP Address: 170.190.198.185

Sent: 12/27/2024 1:46:59 PM

Viewed: 12/27/2024 2:51:50 PM

Signed: 12/27/2024 2:51:57 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gregg Nicholson

Gregg.Nicholson@nashville.gov

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 174.238.167.143
Signed using mobile

Sent: 12/27/2024 2:52:01 PM

Viewed: 12/27/2024 3:20:21 PM

Signed: 12/27/2024 3:20:37 PM

Electronic Record and Signature Disclosure:

Accepted: 12/27/2024 3:20:21 PM

ID: 1b7ff5b2-27b2-44fd-bf8c-cf2b94a67257

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 12/27/2024 3:20:44 PM

Viewed: 12/30/2024 7:13:35 AM

Signed: 12/30/2024 7:15:32 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Annette Kazandjian

akazandjian@esri.com

Managing Business Attorney

ENVIRONMENTAL SYSTEMS RESEARCH

INSTITUTE, INC.

Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style
Using IP Address: 98.37.165.30


Sent: 12/30/2024 7:15:36 AM

Viewed: 12/30/2024 2:49:52 PM

Signed: 12/30/2024 6:06:09 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 12/30/2024 2:49:52 PM ID: 7401fd73-6df0-409e-b5a2-6fa75ae8e461		
Gary C Clay Gary.Clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185	Sent: 12/30/2024 6:06:13 PM Resent: 12/31/2024 8:31:50 AM Viewed: 12/31/2024 10:55:11 AM Signed: 12/31/2024 10:56:24 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
John Griffey John.Griffey@nashville.gov CISO Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 66.128.255.244 Signed using mobile	Sent: 12/31/2024 10:56:28 AM Viewed: 12/31/2024 2:59:36 PM Signed: 12/31/2024 2:59:53 PM
Electronic Record and Signature Disclosure: Accepted: 2/6/2019 12:40:06 PM ID: f2b127b9-81c3-4ffb-aca0-f80edaf9a484		
Kevin Crumbo/MAL michelle.Lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.176.252.12 Signed using mobile	Sent: 12/31/2024 2:59:59 PM Viewed: 12/31/2024 3:52:02 PM Signed: 12/31/2024 3:53:22 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/31/2024 3:53:26 PM Viewed: 1/1/2025 8:36:12 PM Signed: 1/1/2025 8:38:18 PM
Electronic Record and Signature Disclosure: Accepted: 1/1/2025 8:36:12 PM ID: 10376d78-7122-4c8a-a98e-5d376ab05930		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.100	Sent: 1/1/2025 8:38:22 PM Viewed: 1/2/2025 11:38:40 AM Signed: 1/2/2025 11:42:44 AM
Electronic Record and Signature Disclosure: Accepted: 1/2/2025 11:38:40 AM ID: 975cf01b-c979-44fa-85f4-6780a8ea70b1		
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/2/2025 11:42:49 AM Viewed: 1/2/2025 11:43:32 AM Signed: 1/2/2025 11:43:47 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 1/2/2025 11:43:32 AM ID: 331581ab-5198-4814-bf4b-28ce6b8265ee		
Erica Haber erica.haber@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 107.127.49.9 Signed using mobile	Sent: 1/2/2025 11:43:51 AM Viewed: 1/2/2025 12:14:49 PM Signed: 1/2/2025 12:18:55 PM
Electronic Record and Signature Disclosure: Accepted: 1/2/2025 12:14:49 PM ID: 6e3cc597-d500-4bc9-9b76-25be0a09c667		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 1/2/2025 12:19:02 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 12/27/2024 1:46:59 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 12/27/2024 2:19:29 PM ID: 329fae7e-a26d-4bd6-ab11-aa1aae64d63e		
Colleen Herndon Colleen.Herndon@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/21/2024 4:59:47 PM ID: e57ecf23-9392-49cb-9c71-5dc1844a9717		

Carbon Copy Events	Status	Timestamp
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Miranda Carberry MCarberry@esri.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/26/2024 9:21:20 AM ID: d62d45cd-dd33-4a63-9a35-d6ff25a6ecba		
Zak Kelley Zak.Kelley@Nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Chris Rice crice@esri.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tim Poe tpoe@esri.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dennis Rowland dennis.rowland@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/27/2024 1:46:59 PM
Envelope Updated	Security Checked	12/31/2024 8:31:49 AM
Envelope Updated	Security Checked	12/31/2024 8:31:49 AM
Envelope Updated	Security Checked	12/31/2024 8:31:49 AM
Payment Events	Status	Timestamps

