

STAFF REPORT

F-6



THE CITY OF
NOVATO
CALIFORNIA

MEETING

DATE: February 9, 2016

TO: City Council

FROM: Scott Sanders, Technology Manager

922 Machin Avenue
Novato, CA 94945
415/ 899-8900
FAX 415/ 899-8213
www.novato.org

SUBJECT: **ADOPTION OF A RESOLUTION TO PURCHASE GEOGRAPHICAL INFORMATION SYSTEM SOFTWARE AND AWARD A CONTRACT TO VESTRA RESOURCES, INC.**

REQUEST

Consider adopting a resolution authorizing the Interim City Manager to purchase updated Geographical Information Systems software from Environmental Systems Research Institute, Inc. (ESRI) in an amount not to exceed \$57,000 and awarding a contract with VESTRA Resources, Inc., in an amount not to exceed \$37,000 to upgrade the City's Geographical Information System (GIS) applications. Total project costs are not to exceed \$94,000.

RECOMMENDATION

Adopt resolution.

BACKGROUND

A Geographical Information System (GIS) is a set of tools that allows for the visualization, analysis and interpretation of spatial data in order to better understand relationships, patterns and trends. More than eighty percent (80%) of all local government information has a spatial component: a parcel, a mile marker, an address, a neighborhood or land use area. Properly implemented and maintained, a GIS improves communication, enhances decision making processes and leads to cost savings resulting from greater efficiencies.

The City of Novato implemented its current GIS in the year 2000 and has maximized that investment over the last sixteen years. However, the City's existing GIS platform and technology tools have now aged beyond the end of their lifecycle and support is no longer available. The City needs to acquire and implement new software to ensure the platform remains a viable resource for informed decision making and open communication.

The City actively participates with the MarinMap organization, working with other local government agencies and special districts to provide regional GIS data to participating agencies and the public at large. MarinMap serves as a clearinghouse for all Marin County public agency

GIS data and the City will continue to actively support the MarinMap organization and mission. The proposed project is intended to upgrade the City's internal capabilities and it will not impact the City's relationship with MarinMap.

DISCUSSION

Current System

The City's existing GIS system is comprised of four individual software packages. Each fulfills a specific need so that the information can be presented in GIS, used by City staff and shared with other agencies and the public. The associated workflows are not efficient and require significant experience to accomplish. Due to limitations with the existing technology and workflow dependencies, only the most basic self-service queries and analysis tasks are available to City staff. The City's GIS Analyst must complete most analysis work, advanced queries and data maintenance.

The current GIS system does not support mobile or remote GIS data capture or efficient maintenance activities necessary. The City's Public Works Maintenance crews must perform all of their inspection work in the field before returning to the Corp Yard and manually updating various databases.

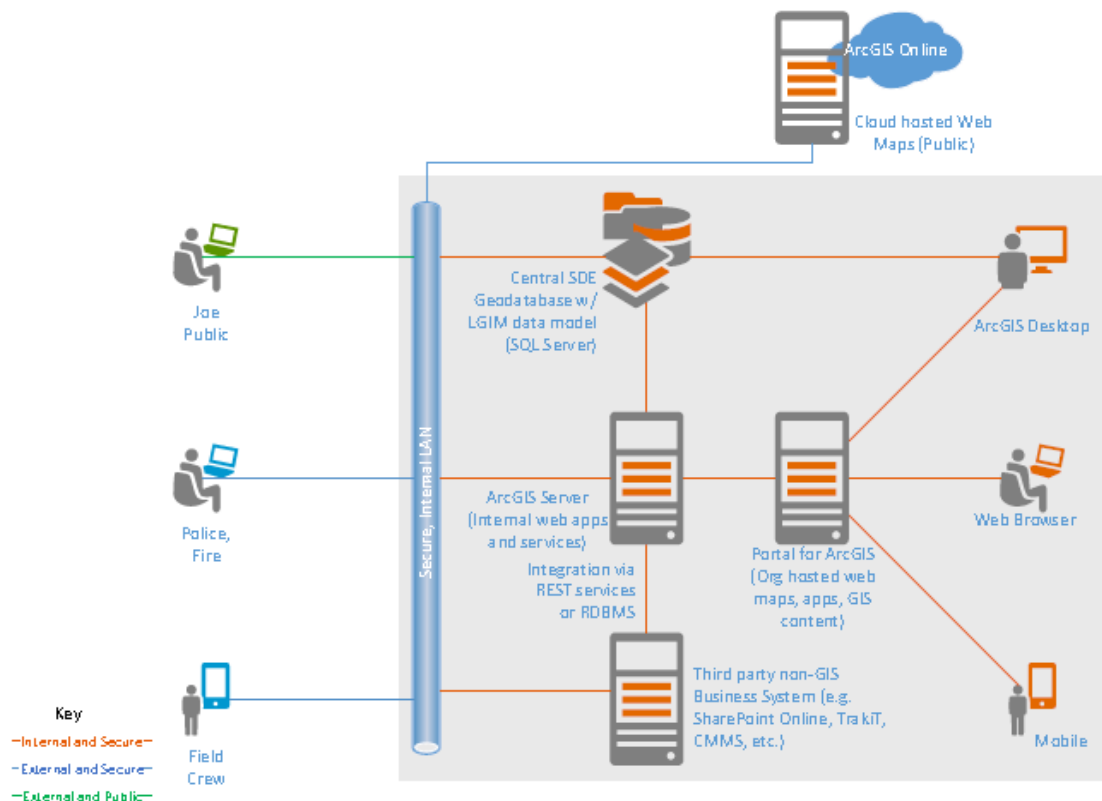
Once all of the updates are complete, the GIS Analyst combines and transforms various data elements from several sources: Autodesk AutoCAD, spreadsheets, databases and GIS data from partner agencies such as MarinMap. The updated GIS data is then uploaded to Autodesk MapGuide 6.5 for general use by various departments on a daily basis and shared with MarinMap.

Autodesk MapGuide 6.5 allows employees to view GIS data and perform basic queries through an Internet browser, similar to many commonly used Internet mapping tools available today. This platform provides the single source of reference information for daily use by the City's Planners, Building, Code Enforcement personnel and other departments. Autodesk MapGuide 6.5 was purchased prior to 2004 and is beyond the end of its life cycle. It has been unsupported since 2010.

Proposed System

This initial phase will focus on purchasing and implementing new GIS software, creating new self-service applications, conversion of existing data and development of new workflows to allow data updates to be performed in the field. The City's Public Works Maintenance teams will ultimately be able to update the conditions of facilities, roadways, traffic signs and signals, retaining walls and bridges from the field during their inspection work. The Community Development Department will benefit as the updated GIS will provide a single reference for current and historical data, serving the City's One Stop Shop customers as well as staff's daily work processes.

The proposed system will include implementation of a central database for all GIS information. Typically referred to as a geodatabase, this technology will automate the collection, storage and maintenance of all GIS data in a single workflow, eliminating several manual and time consuming processes. Once implemented, the City will be able to share its GIS data automatically with MarinMap, other agencies and the public.



Additional self-service analysis and query capabilities will be developed and available to all City employees, significantly improving time and cost efficiencies. The proposed system will enable staff to develop mapping products that significantly enhance the public’s understanding of issues or project impacts through the use of both static and interactive mapping tools. These tools can be made available through the City’s website and other communication mediums. Many local government agencies use GIS to highlight Capital Improvement Projects, local recreation and business development opportunities and enhance understanding of potential impacts of various projects.

The scope of the proposed project includes the purchase of ESRI’s ArcGIS Server and ArcGIS Desktop Advanced edition software and the necessary professional services from VESTRA Resources, Inc. to implement those products and geodatabase technologies, create new self-service applications, migrate and convert City data for use on the new platforms. Existing workflows will be made more efficient through the elimination of several manual processes. New remote editing and updating capabilities will be developed, significantly increasing efficiency of the City’s field work force, whether they are Police Officers, Building Inspectors, Code Enforcement or Maintenance personnel.

Once successfully implemented, the proposed system will provide a solid foundation for several additional systems, including the proposed Public Works Computerized Maintenance Management System (CMMS). The City will be developing a Request for Proposal and ultimately selecting a GIS centric CMMS to effectively and efficiently manage all of the City’s physical infrastructure, including building facilities, parks, the vehicle fleet and all other significant assets.

While this project represents a significant investment and effort to modernize the City's GIS platform, it is important to understand that there will be additional projects brought to the Council in the future as we continue to invest in technologies that provide greater capabilities and efficiencies. This project will provide a solid foundation and modern GIS capabilities that will continue to be developed by the City over many years.

FISCAL IMPACT

The Council has allocated \$85,000 of Measure F revenues for the purchase and implementation of an updated GIS through the current Fiscal Year. The not to exceed figure of \$94,000 includes approximately 10% overhead for unanticipated project costs. If required, the remaining \$9,000 of project funding will be allocated from the existing GIS Operational Budget line item 101-302-419-3533. No additional funding is required for this project.

ALTERNATIVES

Council could defer action or disapprove the proposed project. Neither of these alternatives are recommended as they will put the City at risk of losing its existing investment in maintaining accurate GIS data. The City would not be able to implement more efficient technologies and processes, enhance communications or understanding of various project impacts until the proposed project is approved.

ATTACHMENTS

1. Resolution
2. Consultant Services Agreement, VESTRA Resources, Inc.
3. ESRI ArcGIS Server Enterprise Advanced Quote
4. ESRI ArcGIS Desktop Advanced Quote

CITY COUNCIL OF THE CITY OF NOVATO

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NOVATO AUTHORIZING THE INTERIM CITY MANAGER TO PURCHASE UPDATED GIS SOFTWARE FROM ENVIRONMENTAL SERVICES RESEARCH INSTITUTE AND AWARD A CONTRACT WITH VESTRA RESOURCES, INC.

WHEREAS, more than eighty percent of all local government data contains a component of spatial information; and

WHEREAS, the City of Novato has an existing Geographical Information System platform to visualize and understand the relationships presented by spatial information; and

WHEREAS, the City of Novato's existing Geographical Information System is no longer supported; and

WHEREAS, the City of Novato has the opportunity to improve understanding of spatial relationships among its projects, members of the public and partner agencies; and

WHEREAS, the Geographical Information System upgrade project was budgeted in the Technology Planning and Efficiencies (Project #511-012) project within the Capital Improvement Program; and

WHEREAS, the City of Novato desires to increase efficiencies for City employees through the use of technology.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Novato does hereby authorize the Interim City Manager to purchase updated Geographical Information System software from Environmental Systems Research Institute, INC for a not to exceed amount of \$57,000.

BE IT FURTHER RESOLVED that the City Council of the City of Novato does hereby authorize the Interim City Manager to execute an agreement with VESTRA Resources, INC, for a not to exceed amount of \$37,000 to implement the updated Geographical Information Systems software.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the City Council of the City of Novato, Marin County, California, at a meeting thereof, held on the 9th day of February, 2016, by the following vote, to wit:

AYES: Councilmembers
NOES: Councilmembers
ABSTAIN: Councilmembers
ABSENT: Councilmembers

Sheri Hartz, City Clerk

Approved as to form:

City Attorney of the City of Novato

DRAFT

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, by and between the CITY OF NOVATO, a municipal corporation (hereinafter referred to as “City”) and VESTRA Resources, Inc. (hereinafter referred to as “Consultant”).

WHEREAS, City desires to obtain professional services in connection with modernization of existing Geographical Information System (GIS) and implementation of an Enterprise GIS based upon the ESRI ArcGIS suite of products; and

WHEREAS, Consultant hereby warrants to the City that Consultant is skilled and able to competently provide such services described in Section 1 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 1 of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Consultant shall perform the services set out in the “Scope of Services” attached hereto as Exhibit A and incorporated herein by reference. Consultant shall not commence any work exceeding the Scope of Services without prior written authorization from City.

Section 2. Time of Performance.

Subsections 2.A. and 2.B. are in the alternative. For purposes of this Agreement, Subsection 2.A. [X] 2.B. [] applies. (Check ONE box only.)

A. [Non Cost-Covered Services] The services of Consultant are to commence upon the execution of this Agreement and shall be undertaken and completed within the time limits set forth in Exhibit A. Such time limits may be amended by mutual agreement between the City and Consultant.

B. [Cost-Covered Services] Execution of this Agreement does not constitute authorization to proceed with the work described in the Scope of Services. Consultant shall not begin the work described in Exhibit A until after the City has issued a written Notice to Start Work, following verification by City staff that the project sponsor has deposited with the City adequate funds to pay for completion of the work described in Exhibit A. City and Consultant understand that it is the City's policy for routine projects to obtain full payment from development applicants prior to execution of any consultant services agreements relating to the processing of development applications. In unusual circumstances (such as large, complex projects and projects where the City is serving as the applicant), City may allow deposit of processing costs in phases. In such cases, Consultant shall not begin work on any of the tasks described in Exhibit A until after the City has issued a written Notice to Start Work for that particular task. Each Notice to Start Work will specify the task authorized to be undertaken and will be issued only following verification by the City that the project sponsor has deposited with the City (or the City has budgeted) adequate funds to pay for the completion of the authorized task. For all projects, following issuance of a Notice to Start Work, the services of Consultant shall be undertaken and completed within applicable time limits set forth in Exhibit A. Such time limits may be amended by mutual agreement between the City and Consultant. Consultant shall not commence any work exceeding the Scope of Services without prior written authorization from City.

Section 3. Compensation and Method of Payment.

A. Compensation. Consultant shall charge for services performed in accordance with the compensation schedule incorporated in Exhibit A, not to exceed a total amount of (\$37,000.00).

B. Method of Payment.

Subsections 3.B.(1) and 3.B.(2) are in the alternative. For purposes of this Agreement, Subsection 3.B.(1) [X] 3.B.(2) [] applies applies. (Check ONE box only.)

(1) Monthly Statements. [Contract Planners, etc.] As a condition precedent to any payment to Consultant under this Agreement, Consultant shall submit monthly to the City a statement of account which clearly describes the work for which the billing is submitted.

(2) Statements Following Completion of Work Tasks. [EIR Consultants, etc.] As a condition precedent to any payment under this Agreement, Consultant shall submit to the City a detailed statement of account which clearly sets forth the designated work tasks for which the billing is submitted. Payments shall be made following completion of each of the individual work tasks described in the Scope of Services. No payments shall be made for tasks which have not been satisfactorily completed.

C. Payment. City shall review Consultant's statements and pay Consultant for services rendered hereunder at the rates and in the amounts provided hereunder in accordance with the approved statements.

Section 4. Standard of Quality. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals in Consultant's field of expertise.

Section 5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the City upon payment to the Consultant for such work, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party.

Section 6. Retention of Other Consultants, Specialists or Experts. Consultant will not retain or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City. In addition, the persons who shall provide the services agreed to be performed hereunder by Consultant are identified below. No other person may provide services under this agreement on behalf of Consultant without the prior, written consent of the City.

Names of Persons Permitted to Perform
Under this Agreement

VESTRA Resources, Inc.
5300 Aviation Drive
Redding, CA 96002

Section 7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have and shall not acquire any investment or interest, direct or indirect, in real property which is located within the area covered by this Agreement. Consultant further covenants and represents that it does not now have and shall not acquire any source of income, business entity, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that no person having any such investment or interest shall perform any services under this Agreement.

Consultant shall comply with the City's conflict of interest code and all other conflict of interest laws, including but not limited to the Political Reform Act of 1974 and the regulations promulgated thereunder. Without limiting the generality of the foregoing and in the event that the Consultant is a "consultant" as defined in 2 Cal. Code Regs. § 18701(a)(2) or its successor regulation and is otherwise required by the City's conflict of interest code to complete and execute the economic disclosure statement required under the City's conflict of interest code, as a condition to commencing the work described herein, Consultant shall complete, execute and deliver to the City said economic disclosure statement.

Section 8. Interest of Members and Employees of City. No member of the City Council and no other officer, employee or agent of the City who exercises any function or responsibility in connection with the review, approval or carrying out of any project to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, association, or other legal entity in which he/she is directly or indirectly interested. If

Consultant learns of any such interest, he/she shall promptly disclose such interest in writing to the City Manager.

Section 9. Liability of Members and Employees of City. No member of the City Council and no other officer, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

Section 10. Indemnification of City. Consultant hereby agrees to defend, indemnify and hold harmless the City from and against any and all claims arising out of the willful or negligent acts, errors or omissions of Consultant relating to this Agreement.

Section 11. Consultant Not an Agent of City. Consultant is not an agent of the City, and the City retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the City or that it or they have the power to bind or commit the City.

Section 12. Compliance with Laws.

A. **General.** Consultant shall comply with all applicable federal, state and local laws, code, ordinances and regulations. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and

warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall, at all times during the term of this Agreement and for one year thereafter, provide written proof of such licenses, permits, insurance and approvals upon request by the City.

B. Novato Business License. Unless otherwise exempt, Consultant will maintain a valid City of Novato business license pursuant to Chapter VIII of the Novato Municipal Code during the term of this Agreement. Concurrently with execution of this Agreement, and upon request of City thereafter, Consultant will submit proof of compliance with this Subsection.

C. Workers' Compensation. Consultant shall take out and maintain at all times during the life of this agreement, up to the date of acceptance of the work by the City, workers' compensation insurance as required by the Labor Code of the State of California. The Consultant shall require all subconsultants similarly to provide such insurance for all of subconsultants' employees. The amount of said insurance shall be \$1 million per accident. Consultant certifies that it is aware of the provision of the California Labor Code which requires every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of this Agreement.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. City Not Responsible. The City is not responsible or liable for Consultant's failure to comply with any and all of said requirements.

Section 13. Insurance.

A. Minimum Scope of Insurance

(1a) Consultant agrees to have and maintain, for the duration of the Agreement, a Commercial General Liability insurance policy insuring him/her and his/her firm to an amount not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. At the time the Agreement is entered into the City may require higher limits depending on the nature of the services being provided by the Consultant. Such determination shall be made by the City's Risk Manager.

(1b) In lieu of commercial general liability insurance, the Consultant may secure and maintain a minimum of One Million Dollars (\$1,000,000) of excess limit (umbrella) coverage on his/her homeowner's or renter's insurance policy.

(2) Consultant agrees to have and maintain for the duration of the Agreement an Automobile Liability insurance policy insuring him/her and his/her staff to an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and property damage. At the time the Agreement is entered into the City may require higher limits depending on the nature of the service being provided by the Consultant. Such determination shall be made by the City's Risk Manager.

(3) Consultants shall have and maintain a Professional Liability insurance policy insuring him/her and his/her staff to an amount not less than one million Dollars (\$1,000,000) for injuries arising out of the rendering of services or the failure to render services under this Agreement.

(4) Consultant shall provide to the City all certificates of insurance with original endorsements reflecting coverage required by this section. Certificates of such insurance shall be filed with the City on or before commencement or performance of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

(5) Any Consultant utilizing the services of a secondary consultant in the performance of this Agreement shall either provide the required insurance(s) for the type of service being provided by the secondary consultant or provide evidence acceptable to the City demonstrating that the secondary consultant has in effect the required insurance(s).

B. General Liability.

(1) The City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant.

(2) Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(4) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

Section 14. Assignment Prohibited. Consultant shall not assign any right or obligation pursuant to this Agreement without the City's prior written consent. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

Section 15. Expiration and Termination of Agreement. Unless extended by mutual agreement or terminated pursuant to this section, this Agreement shall expire upon Consultant's satisfactory and timely completion of the services contracted for hereunder. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City within its sole discretion upon written notice to the Consultant. Consultant may terminate this Agreement upon thirty (30) days' written notice to the City only for good cause, including without limitation, serious illness or material breach of this Agreement by City. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. Upon termination, all finished and unfinished documents, project data and reports shall, at the option of the City, become its sole property and shall, at Consultant's expense, be delivered to the City or to any party the City may so designate. In the event of termination by the Consultant, the Consultant shall only be compensated for all work Consultant satisfactorily performs prior to the time Consultant delivers to the City the termination notice, unless other arrangements are agreed to by the City. In the event of termination by the City, the Consultant shall be compensated for all work satisfactorily performed prior to the time Consultant receives the termination notice, and shall be compensated for materials ordered by the Consultant, and services of others ordered by the Consultant prior to receipt of the City's termination notice whether or not such materials or instruments of services of others have actually been delivered to Consultant or to the City, provided that the Consultant is not able to cancel such orders for materials or services of others. In the event this agreement is terminated pursuant to this section, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this agreement by the City pursuant to this section.

Section 16. Entire Agreement; Amendment. This Agreement, including Exhibit A and any other exhibits or attachments made a part hereof constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time by written agreement of the parties hereto.

Section 17. Litigation Costs. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees. In any action seeking recovery of monetary damages, the plaintiff shall not be considered to be the prevailing party unless it recovers at least sixty-six percent (66%) of the dollar amount requested in the complaint's prayer for relief.

Section 18. Remedies. In addition to any other available rights and remedies, either party may institute legal action to cure, correct or remedy any default, enforce any covenant herein, or enforce by specific performance the rights and obligation of the parties hereto.

Section 19. Time of the Essence. It is understood and agreed by City and Consultant that time is of the essence in the completion of the work tasks described in the Scope of Services.

Section 20. Interpretation of Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California and the City of Novato.

Section 21. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Novato
 Attention: City Manager
 922 Machin Avenue
 Novato, CA 94945-3233

If to Consultant: VESTRA Resources, Inc.
 5300 Aviation Drive
 Redding, CA 96002

Section 22. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

Section 23. Execution. This Agreement may be executed in several original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Further Assurances. Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for assurance, either party's failure to provide, within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances is a repudiation of this agreement by that party. Acceptance of any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF NOVATO

CONSULTANT

By: _____
City Manager

By: _____
City Clerk

Title

Approved as to form:

City Attorney

Exhibit A:

Scope of Work: Enterprise GIS Implementation Prepared For the City of
Novato, dated November 30, 2015.

Exhibit A - Scope of Work

Enterprise GIS Implementation

Prepared For:



City of Novato

Provided By:



VESTRA Resources, Inc.
5300 Aviation Drive
Redding, CA 96002

Primary Contact:
Art Stackhouse (VESTRA Resources, Inc.)
(530) 223-2585
astackhouse@vestra.com

November 30, 2015



OVERVIEW

The City of Novato (City) is seeking to modernize their existing GIS system and leverage the investments made by the City in GIS data and technology over the years, by implementing Enterprise GIS (EGIS) technology. The City envisions EGIS to be foundational in how the City conducts business going forward. They would like GIS to empower business processes and workflows across the City. The EGIS will provide a platform for City staff to access and share authoritative data and information via modern web applications that provide a robust set of tools to perform tasks. In addition, the EGIS will consume from and contribute to, data and services within Marin Maps, thus providing City staff a robust set of GIS tools to perform work. The following Scope of Work describes VESTRA Resources, Inc.'s (VESTRA) approach toward an EGIS implementation that will help the City reach its goals.

Definitions and Terms –

- AGOL – ArcGIS Online
- CMMS – Computerized Maintenance Management System
- LGIM – Local Government Information Model. A data model by Esri for a Local Government's GIS database.
- Named User - A unique, secure identity for logging into the Portal. Named users can be assigned privileges via roles by the Portal Administrator. The main roles available are Administrator, Publisher and User. An Administrator has full control of the Portal. A Publisher can share content with the public or to groups within the organization, and make groups visible inside and outside the organization. Custom roles can also be created to suit the unique needs of the organization.
- Group – A feature of AGOL that helps organize, share, and secure content, so that content is protected and shared appropriately and for only the intended audience.
- Web App – A GIS-based web mapping application.
- Web AppBuilder – A free application that provides an intuitive wizard-driven interface to build cross-platform web apps using maps and services in a GIS portal, with no coding required.
- Widget – A configurable tool that is used to extend the functionality of a web app.

SCOPE OF WORK

TASK 1 – NEEDS ASSESSMENT

VESTRA recently conducted a needs assessment at City offices and met with key staff in IT, planning, and engineering to understand the current state of the GIS and high-level needs. In this task, the above effort will be followed up with an additional meeting during which VESTRA will meet with the maintenance and police departments. This meeting will be conducted on-site at the City offices. VESTRA will compile all information gathered and use it to inform the next tasks in this Scope of Work.

Task 1 Deliverables

1. High level needs assessment of maintenance and police departments GIS needs.
2. Updated Scope of Work, as needed.

Task 1 Assumptions, Constraints and Exclusions

1. Any changes to the Scope of Work may necessitate changes to project budget and schedule. VESTRA and the City will discuss such changes and only approved changes will be selected for execution.
2. On-site meetings will be followed by GoToMeetings and/or phone calls to gather additional information, as needed.

TASK 2 – IMPLEMENT ENTERPRISE GEODATABASE

In this task, VESTRA will design and implement the enterprise geodatabase, which will be the central repository of authoritative GIS data for the City. The enterprise geodatabase will initially be a file geodatabase. VESTRA will adopt the Esri LGIM data model. VESTRA will convert and map City data used by the current Map Guide viewer and that is in SDF and shapefile format into the LGIM data model, to the extent possible and as appropriate. Models or scripts that perform schema mapping will be developed as needed. The cost estimate for this task includes conversion of a total of 100 SDF and shapefile datasets used by the current MapGuide viewer, into the LGIM schema.

Task 2 Deliverables

1. File geodatabase with feature classes in LGIM schema
2. Data model and conversion documentation

Task 2 Assumptions, Constraints and Exclusions

1. The 100 datasets chosen for data conversion to LGIM, will be enough to reproduce the current MapGuide viewer functionality in a new viewer (see Task 6).

TASK 3 – DESIGN INITIAL EGIS ARCHITECTURE

In this task, VESTRA will design the initial EGIS architecture. VESTRA will create a diagram of the initial EGIS architecture as part of the process. VESTRA will work in close coordination with the City's IT department to design the EGIS. Based on the high level needs assessment's conducted so far, the initial EGIS architecture will position the City to replace the current MapGuide viewer with a set of modern web mapping applications, provide tools for editing from the field, as well as achieve a user friendly way of consuming and contributing data and services from/to Marin Maps.

Portal based Basic Hybrid Architecture (Basic Hybrid) – ArcGIS for Server, central file geodatabase, and ArcGIS Online

The main features of this architecture are -

1. ArcGIS Online will primarily be used to host public web maps and apps, and manage named users that have privileges to edit and share web maps and map services (publishers and/or editors). ArcGIS Online can also optionally be used to host secure feature services. Hosting feature services in ArcGIS Online allows the City to leverage applications such as Collector for ArcGIS for field data collection or editing data from the field via web apps. ArcGIS Online, although it is a cloud platform, can consume secure on-premise GIS services.
2. ArcGIS for Server will be used to host secure GIS services (map, tiled, geoprocessing, geocoding, etc.).
3. A web server can be used to host internal or public facing web apps. The web apps can reside within a proxy server in the DMZ or on an internal web server. The ArcGIS for Server machine can also be configured to act as a web server and be used to host web apps, instead of a dedicated web server.
4. Web AppBuilder for ArcGIS will be used to create and publish web apps. Web AppBuilder is an intuitive wizard-driven interface to create and configure web apps with no programming knowledge required. The out-of-the-

box functionality of Web AppBuilder will meet most of the City’s needs from the beginning. For cases where more advanced functionality is needed, Web AppBuilder will be extended using custom programming. Such functionality will be implemented in a later phase (See Task 5).

A high-level proposed architecture diagram¹ for the initial EGIS implementation is presented in Figure 1 below-

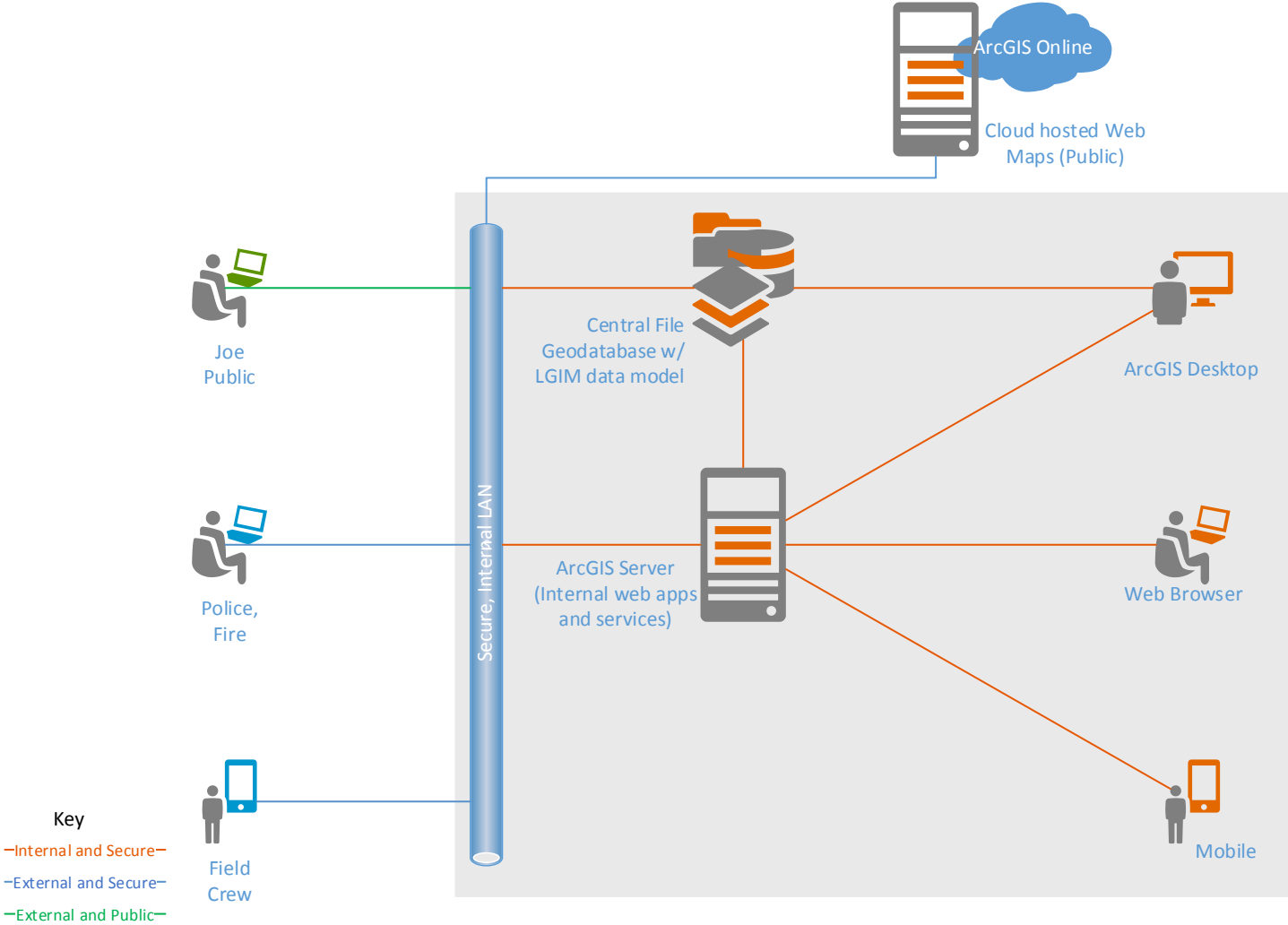


Figure 1: Proposed Portal based Basic Hybrid Architecture (Basic Hybrid)

The goal for the initial EGIS architecture presented above, is to lay the foundation for EGIS and provide a preliminary platform for achieving immediate goals and meeting primary needs, as communicated by the City during the needs assessment. In addition, the initial EGIS architecture will position the City to demonstrate capability, and showcase the benefits and value of the EGIS for key City decision makers.

¹ Architecture diagram is preliminary. A final diagram will be created as part of Task 3.

Task 3 Deliverables

1. EGIS architecture diagram and documentation

Task 3 Assumptions, Constraints and Exclusions

n/a

TASK 4 – IMPLEMENT INITIAL EGIS ARCHITECTURE

In this task, VESTRA will implement the initial EGIS architecture created during Task 3. VESTRA will conduct a one day on-site visit to install and configure ArcGIS for Server. VESTRA will provide all documentation related to the install. A designated City staff person will perform the installation steps using the documentation provided by VESTRA, with VESTRA staff providing step-by-step guidance and knowledge transfer. VESTRA will thoroughly test data access and loading, permissions, publishing services, and viewing services via test web maps.

Task 4 Deliverables

1. ArcGIS for Server installation and configuration
2. Installation documents

Task 4 Assumptions, Constraints and Exclusions

1. The City will setup required hardware and virtual environment
2. The City will purchase an ArcGIS for Server license² and any additional ArcGIS for Desktop licenses as determined to be needed.

TASK 5 – INITIAL WEB APPLICATIONS AND SERVICES

In this task, VESTRA will configure and develop initial web applications, widgets, and services that will provide immediate benefits and demonstrate the capabilities, benefits, and value of the EGIS. This task includes the following subtasks:

5.1 General City Basemap Service

VESTRA will create a tiled basemap with common reference layers that can be used in the City's web apps. Basemaps provide consistency in how data is presented to web app users. VESTRA will use Esri's basemap templates to the extent applicable. The general City basemap, along with Esri default basemaps, will be added to the City's ArcGIS Online Basemaps gallery (see Task 5.3).

5.2 Marin Map Basemap Service and Update Workflows

VESTRA will assist City staff and help setup a basemap service that can be consumed by Marin Maps. The cartography in this basemap will be consistent with the current Marin Map basemap cartography. The cartography design and publishing map document for this basemap will be done by City staff, with VESTRA providing guidance as required. This basemap service will allow the City to seamlessly provide updates to the County. In addition, replication or data update workflows using scripts will be performed (as needed), so that the County has greater flexibility in preparing City data for Marin Maps.

5.3 ArcGIS Online Configuration

² The license level is to be determined during task 2

VESTRA will setup, configure, and brand the City's ArcGIS Online portal. The configuration will include the setup for up to 4 groups. The anticipated groups are –

1. Public Maps and Apps
2. City Basemaps
3. Planning
4. Engineering

ArcGIS Online will be used to present public facing viewers, as well as for hosting secure editable feature services. The organization and configuration patterns used for ArcGIS Online will be used to inform configuration of Portal for ArcGIS, in a later phase (see Task 6).

5.4 General GIS Viewer

VESTRA will configure and setup a General GIS Viewer that will display up to 20 layers. The viewer will provide the following functionalities –

1. Pan/Zoom map
2. Basic printing
3. Search by address (using default Esri geocoder)
4. Search by APN
5. Up to 5 pre-configured queries
6. Google StreetView widget³
7. Attribute table
8. Export records to csv format

VESTRA will publish all required map services for the viewer after consultations with the City and determining priority layers. This viewer will be expanded in functionality in a later phase (see Task 6), to match the current functionality of the MapGuide viewer.

5.5 Feature Markup App

VESTRA will configure and setup a web map for marking up features on the field. VESTRA will publish ArcGIS Online hosted feature services that can be edited and updated from the field. The web map will be consumed in Collector for ArcGIS for field data collection, as well as a web app that can be used by internal staff to view changes made and make comments.

As mentioned earlier, the purpose of this task is to implement some quick and useful functionality that will demonstrate capability. VESTRA will expand functionality and number of layers available in the above viewers as needed, in a later phase (see Task 6).

Task 5 Deliverables

1. General Basemap map document and tiled service
2. Configured and branded ArcGIS Online portal website
3. General GIS Viewer with associated working and publishing map documents, map services and widgets
4. Feature Markup App with associated working and publishing map documents and map and feature services

³ Will need the purchase of a Google StreetView API key at <https://developers.google.com/maps/documentation/streetview/>

Task 5 Assumptions

1. Creation of City and Marin Map basemaps will not need additional data conversion. The 100 layers chosen for conversion in Task 2 will include the layers needed for both basemap services.
2. The City will setup required hardware and virtual environment
3. The City will purchase an ArcGIS for Server license⁴, and any additional ArcGIS for Desktop licenses as determined to be needed.

TASK 6 – EGIS EXPANSION PLANNING

In this task, VESTRA and the City will plan the expansion of the EGIS to build upon the initial architecture design envisioned in Task 3. This includes designing the expanded EGIS architecture (as needed), and planning advanced viewers, widgets, system integrations, and workflows. The planning process anticipates the following architecture –

Portal based Advanced Hybrid Architecture (Advanced Hybrid) – ArcGIS for Server, central SDE geodatabase, ArcGIS Online, and Portal for ArcGIS

The main features of this architecture are -

1. Portal for ArcGIS will primarily be used to host internal web maps and apps, and manage named users that have privileges to edit and share web maps and map services (publishers and/or editors). Portal for ArcGIS will be used to host secure editable feature services. This allows the City to leverage applications such as Collector for ArcGIS for field data collection or editing data from the field via web apps. Portal for ArcGIS includes license entitlements for 5 or 50 named users, depending on the ArcGIS for Server license level. The Portal for ArcGIS usage level will be determined during this task. The City may need to purchase additional named users to match the Portal for ArcGIS usage level.
2. A central SDE geodatabase will be setup and will replace the file geodatabase central repository set up in Task 2. This will allow creation of secure feature services. Proper migration procedures will be put in place so that existing staff workflows are not disturbed.
3. ArcGIS Online will be used for public facing web applications and sharing of public information.
4. Similar to the basic hybrid architecture, an optional web server can be used to host web apps that are public facing. This same server can act as a proxy for enhanced security. The ArcGIS for Server machine can also be used to host internal web apps instead of the web server.
5. Similar to the basic hybrid architecture, VESTRA Web AppBuilder for ArcGIS will be used to create and publish web apps.
6. ArcGIS for Server will be used to host secure GIS services (map, tiled, geoprocessing, geocoding, etc.).
7. Major non-GIS City Business Systems will be integrated with the ArcGIS for Server services via custom REST endpoints. These endpoints will in turn be consumed within powerful, yet easy to use and interactive web apps that will be made available to end users. Anticipated systems include –
 - a. SharePoint Online
 - b. CMMS

⁴ The license level is to be determined during task 2

c. TrakiT

A high-level proposed architecture diagram⁵ for the advanced hybrid option is presented in Figure 2 below -

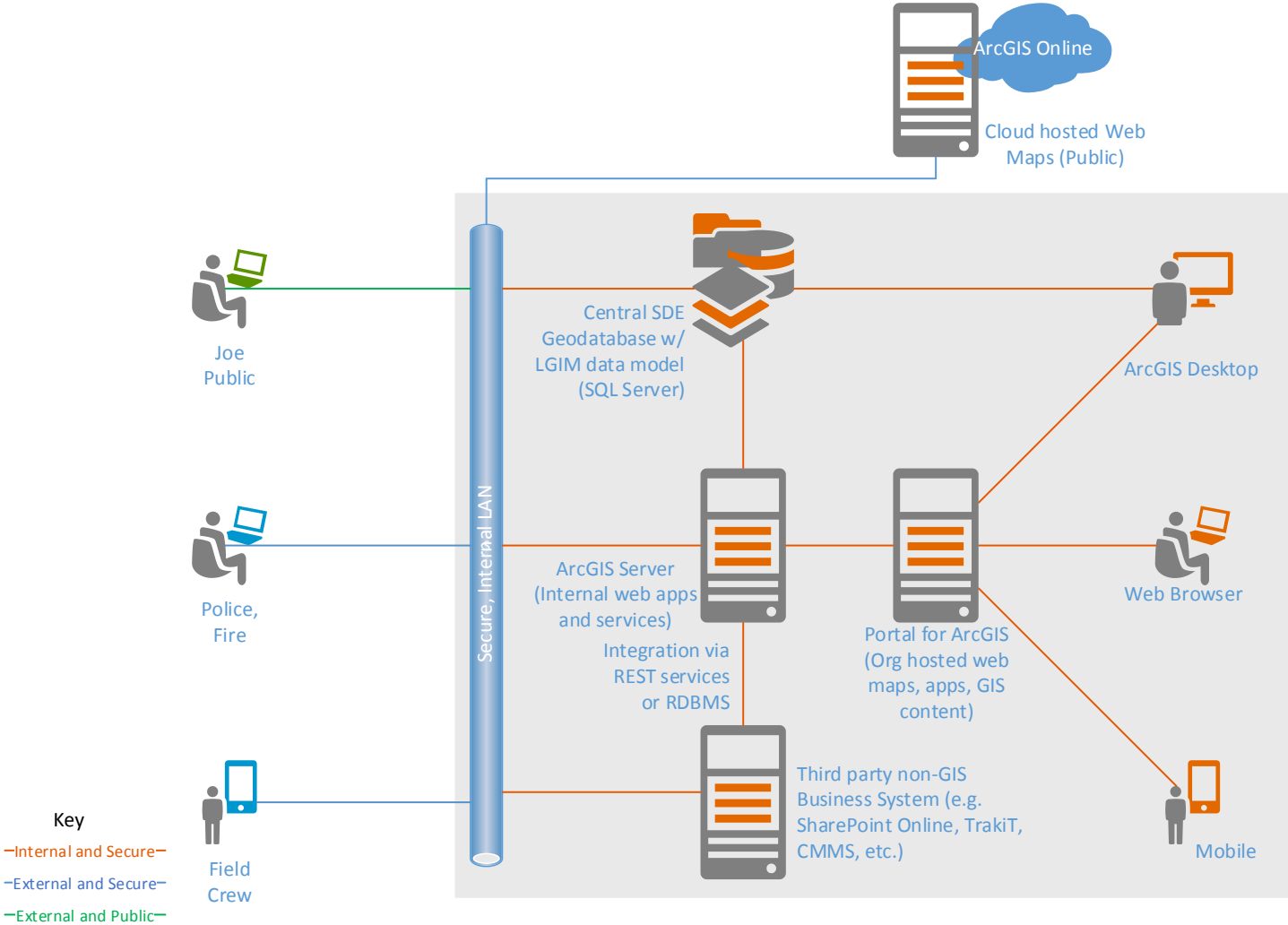


Figure 2: Proposed Portal based Advanced Hybrid Architecture (Advanced Hybrid)

Advanced Viewer and Widgets

Also anticipated in this task, is the planning and prioritization of viewers and widgets that will need to be built to serve City staff and replace the current MapGuide viewer. GIS integrations with other business systems, and the schedule of such integrations will be discussed.

⁵ Architecture diagram is preliminary. A final diagram will be created as part of Task 6.



The planning will result in a system that will facilitate the integration of GIS with other enterprise systems in the City and make the GIS the foundational system for city operations. The outcome of this task is anticipated to result in a plan of action and generation of additional implementation phases with separate scopes of work.

Task 6 Deliverables

1. High level EGIS Expansion Plan document with Implementation Phases
2. Scopes of Work, as needed.

Task 6 Assumptions

1. The City will participate in the planning process and provide VESTRA with feedback on needs and requirements.

GENERAL ASSUMPTIONS:

1. VESTRA and the City of Novato will each designate a person with whom all project communications may be addressed, and who has the authority to act on all aspects of the project.
2. Any change requests other than what is outlined in this Scope of Work will need to be agreed upon by both VESTRA and the City of Novato prior to work being performed.
3. The City of Novato will provide sufficient access to appropriate levels of staff as required to facilitate the performance of consulting and the creation of deliverables.
4. Both VESTRA and the City of Novato will aim to respond to requests for required information and/or resources within five (5) business days.
5. The City of Novato will provide access to any GIS source information and/or environments necessary for deployment
6. All deliverables will be reviewed by the City of Novato and approved or returned for corrections.

F. PRICING OF SERVICES AND COST TABLE

The following table provides the cost estimate to perform activities in this Scope of Work.

Task Description		Staff Classification	Rate	Hours	Cost
1	Needs Assessment and Project Kickoff				
		Project Manager	\$141.03	3	\$423.09
		Sr. GIS Analyst	\$100.00	3	\$300.00
		Admin	\$59.00	1	\$59.00
	Task 1 Direct Costs (Travel)				\$304.50
	Total Task 1			7	\$1,086.59
2	Implement Enterprise Geodatabase				
		Project Manager	\$141.03	2	\$282.06
		Sr. GIS Analyst	\$100.00	96	\$9,600.00
		Admin	\$59.00	1	\$59.00
	Total Task 2			99	\$9,941.06
3	Design Initial EGIS Architecture				
		Systems Architect	\$150.00	8	\$1,200.00
		Sr. GIS Analyst	\$100.00	24	\$2,400.00
		Admin	\$59.00	1	\$59.00
	Total Task 3			33	\$3,659.00
4	Implement Initial EGIS Architecture				
		Systems Engineer	\$114.00	8	\$912.00
		Sr. GIS Analyst	\$100.00	2	\$200.00
		Admin	\$59.00	1	\$59.00
	Task 4 Direct Costs (Travel)				\$462.00
	Total Task 4			11	\$1,633.00
5	Initial Web Applications and Services				
		Sr. GIS Analyst	\$100.00	112	\$11,200.00
		Admin	\$59.00	1	\$59.00
	Total Task 5			113	\$11,259.00
6	EGIS Expansion Planning				
		Project Manager	\$141.03	4	\$564.12
		Systems Engineer	\$114.00	4	\$456.00
		Sr. GIS Analyst	\$100.00	20	\$2,000.00
		Admin	\$59.00	1	\$59.00
	Total Task 6			29	\$3,079.12
7	Project Management				
		Sr. GIS Analyst	\$100.00	24	\$2,400.00
	Total Task 7			24	\$2,400.00
	All Task Totals			316	\$33,057.77

The above estimates are provided on a time-and-materials, not-to-exceed basis. The actual hours incurred by each staff resource may vary during actual contract work. It is assumed that it is permissible for resources to be re-allocated based upon work, as long as the maximum cost is not exceeded.

VESTRA is pleased to offer our GSA rates for this project. All rates shown are all-inclusive hourly fees.

Invoices will be generated on a monthly basis. VESTRA's normal payment acceptance range is within 30 days of issuing an invoice.



PROJECT SCHEDULE:

The tentative project schedule is provided below. VESTRA anticipates completing the project in 12 weeks once the project is approved.

TASK/WEEK	1	2	3	4	5	6	7	8	9	10	11	12
Task 1 - Needs Assessment and Project Kickoff												
Task 2 - Implement Enterprise Geodatabase												
Task 3 - Design Initial EGIS Architecture												
Task 4 - Implement Initial EGIS Architecture												
Task 5 - Initial Web Applications and Services												
Task 6 - EGIS Expansion Planning												
Task 7 - Project Management												





Quotation # 20481790

Date: January 25, 2016

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380 New York St
Redlands, CA 92373-8100
Phone: (800) 447-9778 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 127407 Contract #

City of Novato
Information Technology
922 Machin Ave
Novato, CA 94945

ATTENTION: Shamin Miller
PHONE: (415) 899-7028
FAX: (415) 899-8213

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Quote is valid from: 01/25/2016 To: 04/24/2016*

Material	Qty	Description	Unit Price	Total
109064	1	ArcGIS for Server Enterprise Advanced (Windows) Up to Four Cores License	40,000.00	40,000.00
			Item Total:	40,000.00
			Subtotal:	40,000.00
			Sales Tax:	3,600.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$43,600.00

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**EXHIBIT 1
SCOPE OF USE
(E300 12/08/2015)**

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(E300-1)**

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65. Can 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 Product(s).
66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

**ADDENDUM 2
DATA TERMS OF USE
(E300-2)**

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

SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA

In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Licensee shall ensure Users are prohibited from (i) cobranding Data, (ii) using the Data in any unauthorized service or product, or (iii) offering Data through or on behalf of any third party.

SECTION 2—SPECIFIC TERMS OF USE FOR DATA

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parenthesis, immediately following each Product name in the following table:

<ul style="list-style-type: none"> ▪ ArcGIS Online Data (1) ▪ StreetMap Premium for ArcGIS (2) ▪ StreetMap for Windows Mobile (2) ▪ StreetMap for ArcPad (2) ▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1) ▪ HERE Traffic Data (11; Addendum 1, Note 1) ▪ Data Appliance for ArcGIS (3) 	<ul style="list-style-type: none"> ▪ Business Analyst Data (4, 10) ▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) ▪ Data and Maps for ArcGIS (6) ▪ Esri MapStudio Data (9) ▪ World Geocoder for ArcGIS Basic (7)
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Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

Additional Terms of Use for Products listed above:

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Use of ArcGIS Online Data that is accessible through non-fee-based ArcGIS Online accounts may be subject to usage limits.

ArcGIS Online Basemap Data:

- a. ArcGIS Online basemap data can be taken offline through Esri Content Packages and subsequently delivered (transferred) to any device for use exclusively with licensed Esri Client Software.
- b. ArcGIS Online basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap and geospatial Transactions. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.

Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
 - d. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics:* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but are not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
4. *Business Analyst Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop). The Data is subject to the following additional terms of use:
- a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition) with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
 - b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.
 - c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of

information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.

- d. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
 - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business, Retail MarketPlace, Tapestry Segmentation, Market Potential, Crime Index, Major Shopping Center, Traffic Count, and Banking datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:
- **Single Use**: Permits access by a single user to access the data for development or internal use on a desktop computer or server. No Internet access is permitted.
 - **Internal Site/Server—Known User**: Permits access by named (known) users for Licensee's internal use. Web access by those Named Users is permitted.
 - **Public website (noncommercial)—Constituent-Served Model**: Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
 - **Public website (commercial) Known User**: Permits Licensee to use the Data in an externally facing Value-Added Application for use by Named Users and to generate revenue from such Value-Added Application.
 - **Public website (commercial) Anonymous User**: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.
6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.
- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/redistribution-rights>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
 - b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
7. Limited to 250,000,000 geocodes during the term of the subscription.
8. Reserved.
9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. D&B Data: May not be used for direct mailing or direct marketing purposes.

10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
 - a. HERE traffic data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
 - c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
 - d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
 - e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
 - f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

**ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)**

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

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

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

- a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
- b. "API" means application programming interface.
- c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- d. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- e. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- h. "Named User" means Licensee's employee, agent, consultant or contractor to whom Licensee has assigned a unique, secure named user login credential that enables access to a Product that requires such credential in order to use credential-managed capabilities within a Product for Licensee's exclusive benefit. For educational use, Named Users may include registered students.
- i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services and excluding Content provided by third parties that Licensee accesses through Online Services.
- j. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- k. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.
- l. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
- m. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been

paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

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

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

2.3 Licensee's Responsibilities.

- a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
- b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.
- c. Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming turn or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process Licensee's Content that is Covered Defense information (CDI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). Licensee shall not attempt to (a) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or (b) benchmark the availability, performance, or functionality of Online Services for competitive purposes. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.

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

NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

2.6 Modifications of Online Services. Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

2.7 Discontinuation or Deprecation of Online Services. Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.8 If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

2.9 Attributions. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. Licensee must include attribution acknowledging that its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.

ARTICLE 3—TERM AND TERMINATION

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

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

3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri.

3.4 Service Suspension. Esri shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri determines that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

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

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose

Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

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

4.3 Sharing Licensee's Content. If Licensee elects to share Licensee's Content using Sharing Tools, then Licensee acknowledges that it has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services. **ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM USE OR MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SHARING TOOLS IS AT LICENSEE'S SOLE RISK.**

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

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

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service Credit consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri will notify Licensee's account administrator if Licensee's Service Credit consumption reaches or exceeds one hundred percent (100%). If Licensee's account exceeds one hundred percent (100%) of the available Service Credits, Licensee may continue to access its account; however, Licensee's access to services that consume Service Credits will be suspended. Licensee's access to the services that consume Service Credits will be restored immediately upon the completion of Licensee's purchase of additional Service Credits.

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

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

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

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the additional terms of use referenced may be found in a separate Addendum, as noted):

<ul style="list-style-type: none">▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6)▪ Esri Business Analyst Online (3; Addendum 2, Note 1)▪ Esri Business Analyst Online Mobile (3; Addendum 2, Note 1)▪ Esri Community Analyst (3; Addendum 2, Note 1)	<ul style="list-style-type: none">▪ Esri Redistricting Online (Addendum 2, Note 1)▪ Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)▪ Navigator for ArcGIS (Addendum 1, Note 14)
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Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:
 - a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
 - b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - vii. Licensee may not embed a Named User credential into a Value-Added Application. For ArcGIS Online for Organizations, Education, and Nongovernmental Organization/Nonprofit Organization (NGO/NPO) Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.
 - c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
 - i. Licensee is also permitted to
 - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and

- (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
- (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
 - (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NGO/NPO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NGO/NPO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.
- e. For ArcGIS Online Public Plan accounts:
- i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
 - ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- f. For ArcGIS Online Development and Testing Plan accounts:
- i. Subject to the terms of this License Agreement, Licensee is permitted to
 - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
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 - ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
- i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geospatial Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.

- h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
 - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
 - i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.
2. Terms of Use for ArcGIS Online Services:
- a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
 - b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.
3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Esri Community Analyst Reports and maps on Licensee's external websites.
4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in [Addendum 2, Note 1](#).

**ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)**

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

<ul style="list-style-type: none"> ▪ Educational Programs (1) ▪ Grant Programs (2) 	<ul style="list-style-type: none"> ▪ Home Use Program (3) ▪ Other Esri Limited Use Programs (4)
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Notes

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 - c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.
4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.



Quotation # 20481791

Date: January 25, 2016

Customer # 127407 Contract #

City of Novato
Information Technology
922 Machin Ave
Novato, CA 94945

ATTENTION: Shamin Miller
PHONE: (415) 899-7028
FAX: (415) 899-8213

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York St
Redlands, CA 92373-8100
Phone: (800) 447-9778 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 01/25/2016 To: 04/24/2016*

Material	Qty	Description	Unit Price	Total
52382	1	ArcGIS for Desktop Advanced Concurrent Use License	14,000.00	14,000.00
			Item Total:	14,000.00
			Subtotal:	14,000.00
			Sales Tax:	1,260.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$15,260.00

This quotation is being provided for budgetary purposes only. Should your organization choose to purchase the items quoted herein, please contact me with finalized item choices and quantities for a revised quotation. You will find my contact information at the bottom of the page.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Matt Hamilton	Email: mhamilton@esri.com	Phone: (800) 447-9778 x1169
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Quotation # 20481791

Date: January 25, 2016

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

**380 New York St
Redlands, CA 92373-8100**

**Phone: (800) 447-9778 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3**

Customer # 127407 Contract #

**City of Novato
Information Technology
922 Machin Ave
Novato, CA 94945**

**ATTENTION: Shamin Miller
PHONE: (415) 899-7028
FAX: (415) 899-8213**

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 01/25/2016 To: 04/24/2016

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ _____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

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For questions contact: Matt Hamilton Email: mhamilton@esri.com Phone: (800) 447-9778 x1169

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

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Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

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FOB Redlands, CA, USA

Software: Allow five (5) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two (2)-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other services are available for an additional fee (e.g., overnight delivery).

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(E204 06/13/2014)

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ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- a. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- b. "Beta" means any alpha, beta, or prerelease Product.
- c. "Commercial Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.
- d. "Content" has the meaning provided in [Addendum 3](#).
- e. "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, whether bundled with Software and Online Services or delivered independently.
- f. "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.
- g. "Documentation" means all user reference documentation that is delivered with the Software.
- h. "Online Services" means any Internet-based geospatial system, including applications and associated APIs, but excluding Data or Content, hosted by Esri or its licensors, for storing, managing, publishing, and using maps, data, and other information.
- i. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- j. "Perpetual License" means a license to use a version of a Product for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.
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- m. "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the Online Services being consumed. As Online Services are consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available. Additional Service Credits can be purchased as described in [Addendum 3](#) (also available at <http://www.esri.com/legal>).

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- c. *Online Services.* Terms of use for Online Services are set forth in [Addendum 3](#).
- d. *Limited Use Programs.* Terms of use for noncommercial, nonprofit, educational, or other limited-use programs are set forth in [Addendum 4](#).

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- e. Reverse engineer, decompile, or disassemble Products;
- f. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- g. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Products in violation of Esri's or a third party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
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**EXHIBIT 1
SCOPE OF USE
(E300 12/08/2015)**

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(E300-1)**

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(E300-2)**

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 - c. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
 - d. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics:* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but are not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
4. *Business Analyst Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop). The Data is subject to the following additional terms of use:
- a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition) with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
 - b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.
 - c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of

information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.

- d. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
 - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business, Retail MarketPlace, Tapestry Segmentation, Market Potential, Crime Index, Major Shopping Center, Traffic Count, and Banking datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:
- **Single Use**: Permits access by a single user to access the data for development or internal use on a desktop computer or server. No Internet access is permitted.
 - **Internal Site/Server—Known User**: Permits access by named (known) users for Licensee's internal use. Web access by those Named Users is permitted.
 - **Public website (noncommercial)—Constituent-Served Model**: Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
 - **Public website (commercial) Known User**: Permits Licensee to use the Data in an externally facing Value-Added Application for use by Named Users and to generate revenue from such Value-Added Application.
 - **Public website (commercial) Anonymous User**: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.
6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.
- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/redistribution-rights>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
 - b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
7. Limited to 250,000,000 geocodes during the term of the subscription.
8. Reserved.
9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. D&B Data: May not be used for direct mailing or direct marketing purposes.

10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
 - a. HERE traffic data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
 - c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
 - d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
 - e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
 - f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

**ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)**

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

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

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

- a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
- b. "API" means application programming interface.
- c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- d. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- e. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- h. "Named User" means Licensee's employee, agent, consultant or contractor to whom Licensee has assigned a unique, secure named user login credential that enables access to a Product that requires such credential in order to use credential-managed capabilities within a Product for Licensee's exclusive benefit. For educational use, Named Users may include registered students.
- i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services and excluding Content provided by third parties that Licensee accesses through Online Services.
- j. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- k. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.
- l. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
- m. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been

paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

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

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

2.3 Licensee's Responsibilities.

- a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
- b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.
- c. Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming turn or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process Licensee's Content that is Covered Defense information (CDI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). Licensee shall not attempt to (a) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or (b) benchmark the availability, performance, or functionality of Online Services for competitive purposes. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.

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

NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

2.6 Modifications of Online Services. Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

2.7 Discontinuation or Deprecation of Online Services. Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.8 If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

2.9 Attributions. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. Licensee must include attribution acknowledging that its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.

ARTICLE 3—TERM AND TERMINATION

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

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

3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri.

3.4 Service Suspension. Esri shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri determines that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

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

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

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

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service Credit consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri will notify Licensee's account administrator if Licensee's Service Credit consumption reaches or exceeds one hundred percent (100%). If Licensee's account exceeds one hundred percent (100%) of the available Service Credits, Licensee may continue to access its account; however, Licensee's access to services that consume Service Credits will be suspended. Licensee's access to the services that consume Service Credits will be restored immediately upon the completion of Licensee's purchase of additional Service Credits.

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

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

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

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the additional terms of use referenced may be found in a separate Addendum, as noted):

<ul style="list-style-type: none">▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6)▪ Esri Business Analyst Online (3; Addendum 2, Note 1)▪ Esri Business Analyst Online Mobile (3; Addendum 2, Note 1)▪ Esri Community Analyst (3; Addendum 2, Note 1)	<ul style="list-style-type: none">▪ Esri Redistricting Online (Addendum 2, Note 1)▪ Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)▪ Navigator for ArcGIS (Addendum 1, Note 14)
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Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:
 - a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
 - b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - vii. Licensee may not embed a Named User credential into a Value-Added Application. For ArcGIS Online for Organizations, Education, and Nongovernmental Organization/Nonprofit Organization (NGO/NPO) Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.
 - c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
 - i. Licensee is also permitted to
 - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and

- (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
- (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
 - (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NGO/NPO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NGO/NPO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.
- e. For ArcGIS Online Public Plan accounts:
- i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
 - ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- f. For ArcGIS Online Development and Testing Plan accounts:
- i. Subject to the terms of this License Agreement, Licensee is permitted to
 - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).
 - ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
- i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geospatial Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.

- h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
 - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
 - i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.
2. Terms of Use for ArcGIS Online Services:
- a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
 - b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.
3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Esri Community Analyst Reports and maps on Licensee's external websites.
4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in [Addendum 2, Note 1](#).

**ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)**

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

<ul style="list-style-type: none"> ▪ Educational Programs (1) ▪ Grant Programs (2) 	<ul style="list-style-type: none"> ▪ Home Use Program (3) ▪ Other Esri Limited Use Programs (4)
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Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Licensee has acquired an Administrative Use Term License. "**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. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes. Except for cost recovery of using and operating the Products, Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program:*

- a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/software/arcgis/arcgis-for-home> or Licensee's authorized distributor's website.
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- c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

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

4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.