



Fulton County, GA

Department of Purchasing & Contract Compliance

Cecil S. Moore, CPPO, CPPB, CPSM, C.P.M., A.P.P
Director

August 25, 2011

George Incampo, Contract Specialist
Environmental Systems Research Institute
380 New York Street
Redlands, California 92373-8100

ESRI

Re: Contract No. 2011ELA2434

Dear Mr. Incampo:

Enclosed is the duly executed copy of the above-referenced agreement.

All copies of the agreement have been distributed.

Your interest in doing business with Fulton County is appreciated.

Sincerely,

William E. Long, Jr., Chief Assistant Purchasing Agent
Department of Purchasing & Contract Compliance

Enclosure

c: File

Winner 2000 - 2009 Achievement of Excellence in
Procurement Award • National Purchasing Institute





ENTERPRISE LICENSE TERMS AND CONDITIONS

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

Agreement No. 2011ELA2434

This Enterprise License Agreement including the documents listed below (collectively, "Agreement" or "ELA") is between **Fulton County, Georgia ("County" or "Licensee")**, with its main offices located at 141 Pryor St. SW, Atlanta, GA 30303, and **Environmental Systems Research Institute, Inc. ("Esri")**, and is effective as of the later date of the signatures below when signed by both parties ("Effective Date"). This Agreement provides for the licensing and deployment of certain Esri Software, delivery of ELA maintenance, and provision of Esri International User Conference registrations and any additional services as specified herein.

This Agreement is comprised of the following documents, which are incorporated herein by reference:

1. Enterprise License Agreement signature page(s), E119GM
2. Enterprise License Terms and Conditions, E512GM, including;
 - Appendix A, Software and Deployment Schedule
 - Appendix B, Enterprise License Fee Schedule
 - Appendix C, County Annual Deployment Report
 - Appendix D, ELA Points of Contact
 - Appendix E, Tier 1 Help Desk Authorized Individuals
 - Appendix F, Eligible Agencies
3. License Agreement—Agreement No. 2011MLA2434
 - General License Terms and Conditions, E200M
 - Esri Exhibit 1, Scope of Use, E300

Note: Licensee is defined on first page of item 2 above.

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

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS THEREOF, the Parties hereto have caused this License Agreement to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

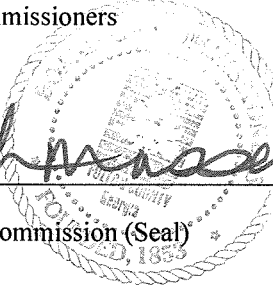


John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:



Mark Massey
Clerk to the Commission (Seal)

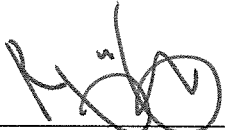


APPROVED AS TO FORM:



Office of the County Attorney

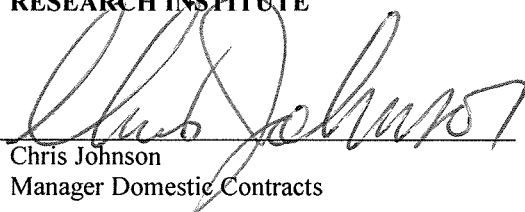
APPROVED AS TO CONTENT:



Ryan Fernandes, Chief Information Officer

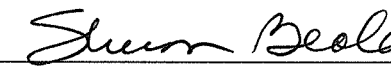
CONSULTANT:

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE



Chris Johnson
Manager Domestic Contracts

ATTEST:



Secretary/
Assistant Secretary / Sharon Bealer

(Affix Corporate Seal)



ITEM # 10-1167 RMI 12/1/10
REGULAR MEETING

DEFINITIONS

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

- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the Enterprise License Software (and its related keycodes/registration files), or its having been redistributed, by County, during the term of this ELA for installation and use by Licensee.
- "ELA Fee" means the fee set forth in Appendix B, ELA Fee Schedule.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri for Enterprise License Software.
- "Eligible Agency" means the government entities (e.g., county, district, utility, board, or municipality) that are identified in Appendix F as eligible to participate under this ELA. Eligible Agencies do not include entities based on the acquisition of a power or water utility company or district.
- "Enterprise License Software" means the Software (which includes Data, Web Services, and Documentation provided with the particular item as separately licensed) identified in Table A-1 and Table A-2 of Appendix A, Software and Deployment Schedule. Enterprise License Software does not include Unit-Priced Item(s) or Esri technology that may be embedded in third-party products purchased by Licensee.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" means the General License Terms and Conditions (E200M) and Exhibit 1, Scope of Use (E300), referenced on the signature page of this ELA.
- "Licensee" means County and Eligible Agency. For avoidance of doubt, the definition of Licensee will not include consultants or contractors.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications specified in the most current applicable Esri U.S. Software Maintenance Program.
- "Tier 1 Help Desk" means County point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in its attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.
- "Term License" means licenses provided for use in a limited time period or on a subscription or transaction basis.

ARTICLE 1—GRANT OF LICENSE

1.1 Grant of License. All licenses Deployed pursuant to this agreement are Term Licenses available for use during the term of this ELA, provided that vesting of certain licenses will be subject to section 7.4 of this ELA. Licensee's use of the Enterprise License Software is subject to the License Agreement (all Term License limited) and any additional terms set forth in this Article 2 and in Article 3 below. Prior to the Deployment to any Eligible Agency, County shall provide each such Eligible Agency (Licensee) with a copy of the License Agreement and flow down Sections 2.1, 2.2 and 2.3 and the appropriate terms in Article 3 of this ELA that are applicable to a Licensee

1.2 Beta License. Beta licenses are not available under this ELA as Enterprise License Software. Beta Software, Beta Data, and Beta Web Services, if requested and provided, will be licensed separately and individually under the terms of the License Agreement (see Beta License in Section 3.2 of the General License Terms and Conditions—E200M) only. No other benefits, grants, or rights provided in this ELA shall apply or be provided/granted.

1.3 Consultant Access. Section 3.4, Consultant Access, of the General License Terms and Conditions—E200M in the License Agreement is modified to add the following restriction: Access to and use of any Enterprise License Software is restricted to use by consultants and contractors for the sole benefit of Licensee while (i) working on-site at Licensee's facilities; (ii) remotely accessing or using Enterprise License Software from Licensee's on-site computers or machines; or (iii) remotely accessing or using Enterprise License Software from a third party's computers or machines under contract to Licensee. Licensee shall require consultant or contractor to discontinue access to and use of Enterprise License Software upon completion of work for Licensee.

1.4 County Responsibility. County represents and warrants that it has the authority to bind each Eligible Agency to the terms and conditions of this ELA and the License Agreement. County shall remain primarily responsible to Esri for compliance by Licensees (including their users) with the terms and conditions of this ELA.

ARTICLE 2—SCOPE OF USE

There are additional Permitted Uses, Uses Not Permitted, and Restrictions for County and Licensee incorporated into this ELA. The Permitted Uses and Uses Not Permitted sections of the General License Terms and Conditions portion of the License Agreement are modified to include the additional term in Sections 3.1 and 3.2 below:

2.1 Additional Permitted Uses. The following additional Permitted Uses are hereby granted to County for the Enterprise License Software:

For the term of the ELA, County may copy and Deploy the Enterprise License Software to Licensees up to the quantities of licenses granted in Appendix A. No other Licensee has a right to copy (except as permitted in the License Agreement) or Deploy the Enterprise License Software.

2.2 Uses Not Permitted. In addition to the restrictions set forth in the License Agreement, the following Uses Not Permitted apply to the Enterprise License Software:

- a. County shall not transfer, redistribute, or Deploy the Enterprise License Software outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any.
- b. Licensee shall not use the Enterprise License Software outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any. Any such export will be subject to U.S. Export Control Regulation requirements of the License Agreement.
- c. Licensee shall not transfer, redistribute, or assign Enterprise License Software to any third party without prior Esri written permission.

2.3 Additional Restrictions Applicable to ELA and License Agreement. A new or additional Eligible Agency may not be added as an ELA participant or Licensee without the express prior written approval of Esri. Addition of an Eligible Agency may result in an increase in the ELA Fee.

ARTICLE 3—MAINTENANCE

3.1 ELA Maintenance. ELA Maintenance is included in the ELA Fee. Enterprise License Software will receive ELA Maintenance, provided that standard maintenance is available for each item. ELA Maintenance includes benefits specified in the most current applicable Esri U.S. Software Maintenance Program document (found at www.esri.com/legal) as modified by this Section 4.1. Any updates, patches, upgrades, hot fixes, etc. shall also be provided under Term License.

a. Tier 1 Support Provided by County

- (1) Tier 1 Help Desk will provide Tier 1 Support to all Licensees.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the Licensee. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
- (6) County may assign up to the quantity of named Tier 1 Help Desk individuals listed in Appendix B. These individuals will be identified in Appendix E and are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from the Tier 1 Help Desk individuals.
- (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
- (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) Esri shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not the Licensees.
- (5) When the Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the Licensee.
- (6) Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's Web site or, if requested, deliver them on media.

ARTICLE 4—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT REPORT

4.1 Purchase Orders, Delivery, and Deployment

- a. County shall issue a purchase order upon execution of the ELA and annually thereafter in accordance with the fee schedule in Appendix B. These fees will be due and payable within thirty (30) days of the anniversary date of the ELA, with the initial payment due within thirty (30) days of execution of the ELA.
- b. Upon receipt of the initial purchase order from County, Esri shall authorize County to download Enterprise License Software listed in Appendix A. Delivery of updates/new versions of Enterprise License Software will be made in the same manner. If requested by County, Esri will deliver a limited number of sets of backup media as provided in Appendix B to the ship-to address identified in Appendix D, ELA Points of Contact, FOB destination with shipping charges prepaid. County may purchase additional backup media sets at the prices in effect at the time of purchase. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. County acknowledges that Esri has a right to invoice, and County agrees to pay any such sales or use tax associated with receipt of tangible media.
- c. Esri shall provide registration/authorization numbers or access codes, as applicable, to activate the nondestructive copy protection program that enables the Enterprise License Software to operate or allow access.
- d. County shall track the Deployment status of Enterprise License Software.

4.2 Purchase Order Requirements

- a. All orders and deliveries pertaining to this ELA will be processed through County's centralized point of contact.
- b. The following information will be included in each purchase order:
 - (1) Esri customer number and the ship-to address as identified in Appendix D.
 - (2) Purchase order number.
 - (3) On the face of the purchase order, print the following statement: "Governed by and subject to Enterprise License Agreement No. 2011ELA2434."

4.3 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this ELA, County shall provide a written report, as set forth in Appendix C, to Esri detailing all Deployments made. The report will be subject to audit by an authorized representative of Esri.

4.4 Esri International User Conference Registration. Esri shall provide Esri International User Conference registrations to County annually during the term of this ELA in the quantities set forth in Appendix B. County is responsible for distributing the registrations to Licensees. Third parties may not represent or attend on behalf of County or Eligible Agencies at any Esri International User Conference.

ARTICLE 5—POINTS OF CONTACT; NOTICES

5.1 Points of Contact. Each party shall identify points of contact for administrative and technical issues in Appendix D.

5.2 Notices. Except as set forth in Section 6.1, any notice, report, demand, or other communication will be properly given when made in writing in English and sent by courier; registered or certified airmail; or facsimile or other electronic transmission, and confirmed by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth above, until changed by notice in writing by either party hereto. If sent by courier or airmail, notice will be effective seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice will be effective upon receipt, provided confirmation is given as specified herein. Notices will be given at the following addresses:

To: Esri
380 New York Street
Redlands, CA 92373-8100
Attn.: Manager, Contracts and Legal Services

To: County
Fulton County Chief Information Officer
Department of Information Technology
141 Pryor Street, Suite _____
Atlanta, Georgia 30303

With a concurrent copy to:
Fulton County Purchasing Agent
Department of Purchasing and Contract Compliance
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303

ARTICLE 6—TERM, TERMINATION, AND EXPIRATION

6.1 Term. The term of this Agreement shall commence on the Effective Date and shall expire at the end of the calendar year of the execution of this Agreement unless sooner terminated as provided herein. The County shall have the option to renew this Agreement for each of two (2) additional one year terms. This Agreement shall be interpreted and construed in conformity with O.C.G.A. § 36-60-13. Upon expiration of Calendar Years One and Two, the grants contained herein, and in the License Agreement, shall terminate. No indefinite licenses for any Enterprise License Software Deployed shall be granted at any time. If the County exercises Calendar Year 3, it shall be entitled to indefinite licenses upon the expiration of this ELA, as provided under subsection 7.6, below.

6.2 Termination for Cause. Either party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Article 7.

(a) For purposes of this Section, "Cause" means either:

- (i) a material breach of this Agreement, which has not been cured within thirty (30) days of the date such Party receives written notice of such breach;
- (ii) the failure by the Licensee to timely pay when due the fees that are owed to Esri during the calendar year and within the then-current term of the Agreement and which remains outstanding for a period of thirty (30) days after Esri provides written notice of its intent to terminate for failure to pay;
- (iii) if Esri fails to provide the required ELA maintenance and support pursuant to the ELA;
- (iv) if Esri breaches its warranties provided under this Agreement;
- (v) if Esri becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

The waiver by either Party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof. If, after termination, it is

determined that neither party was in breach, or that a breach of the Agreement was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Licensee.

Upon termination of this ELA by Esri for a material breach by Licensee, all licenses Deployed will also terminate, and the full amount of unpaid ELA Fees within the then current term, if any, will be due and payable by County within thirty (30) days from the date of termination. Licensee shall uninstall, remove, and destroy all Enterprise License Software; training materials; and any whole or partial copies, modifications, or merged portions in any form. Licensee shall deliver evidence of such destruction to Esri (e.g., certification letter). Other items that may be included in this ELA such as EAP, Virtual Campus annual user license, access codes, Virtual Campus dollar credits, and Esri International User Conference registrations, will also terminate if this ELA is terminated.

6.3 Termination of a Particular Eligible Agency. Esri may elect to terminate the license rights of a particular Eligible Agency for material breach without terminating this ELA with County or other Eligible Agencies. The breaching Eligible Agency will be given a period of ten (10) days from date of written notice to cure any material breach. Upon the termination of the Eligible Agency, any licenses for Deployments provided to Eligible Agency will also terminate. County shall reasonably cooperate with Esri in termination of an Eligible Agency in material breach of this ELA, including enforcement of the ELA with respect to such Eligible Agency. There will be no reduction in the ELA Fee if an Eligible Agency's rights are terminated. The terminated Eligible Agency will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this ELA.

6.4 Termination by Licensee for its Convenience. Notwithstanding any other provision in this Agreement, Licensee may terminate this Agreement for its convenience at any time by a written notice to Esri. If the Agreement is terminated for the convenience of Licensee, all license rights and obligations, grants and Deployments shall also terminate.

6.5 License Term and Use upon Expiration of ELA Term. Upon full payment of the ELA Fee and expiration of this ELA, the License Agreement will survive, and Licensee may continue to use the Deployed Enterprise License Software in accordance with the terms and conditions set forth in the License Agreement. Licensee shall notify Esri of the quantity and type of licenses for which Licensee elects to purchase standard maintenance. If maintenance is not ordered Enterprise License Software upon expiration of the ELA, it lapses. If, at a later date, Licensee decides to reinstate maintenance, Licensee must pay maintenance reinstatement fees from the date of ELA expiration (e.g., back maintenance fees). County shall not Deploy additional copies of the Enterprise License Software beyond the quantities in use upon termination or as of the date of expiration.

6.6 Termination for Nonappropriation. This Agreement states the total obligation of the County to Esri for the calendar year of execution. The County's financial obligation shall not exceed the total sum of \$200,000 in the calendar year of its execution, nor in any renewal term. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The County shall deliver notice to Esri in the event the County does not intend to budget funds for a succeeding contract term.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds. Also, all license rights and obligations, grants and Deployments shall also terminate.

ARTICLE 7—CONFIDENTIALITY

7.1 Esri Confidential Information. Esri acknowledges that the Georgia Open Records Act, O.C.G.A. § 50-18- 70, et seq. applies to this Agreement. Esri shall comply with the reasonable instructions or requests of the County in relation to responding to such Open Records Act requests. To the extent that disclosures may be required by law County shall inform Esri of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requestor, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

ARTICLE 8—RELATIONSHIP OF THE PARTIES

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

ARTICLE 9—FORCE MAJEURE

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

ARTICLE 10—GIS STANDARD

This ELA will not be construed or interpreted as an exclusive dealings agreement, and County and each Eligible Agency reserve the right to purchase from third parties any of their requirements for GIS software, or related services.

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

ARTICLE 11—ADMINISTRATIVE REQUIREMENTS

11.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services. Certain Esri partners are authorized to either embed limited portions of Esri technology or bundle Esri products or services with the partner's application or service under Esri's OEM or Solution OEM programs. Partner pricing and product bundling is independent of this ELA, and each partner markets under its own business model and pricing. Licensee shall not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based upon the availability of such Software, Data, Web Services, or Documentation as Enterprise License Software under this ELA. Licensee shall not be entitled to or seek to decouple Esri's technology or products/services from the partner's bundle or solution. In addition, such Software, Data, Web Services, Documentation, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

11.2 Conversion of Enterprise License Software—Limited Quantity or unit-priced item. Newer or updated Enterprise License Software may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under a site or enterprise license. Such items can be made available to County on a limited quantity basis or as unit-priced item(s). In such event, Licensee may continue to use the older (previous) version Deployed, and Esri will provide Technical Support in accordance with the Esri Product Life Cycle Support Policy.

11.3 Obsolescence. During the term of this Agreement, some of the items listed in Appendix A may become obsolete or will no longer be commercially offered or may no longer be available for Deployment. Licensee may continue to use Enterprise License Software that has been Deployed, but support and upgrades for older items may not be available. ELA Maintenance and maintenance and availability of Enterprise License Software identified in Appendix A will be subject to each item's Product Life Cycle Support Status, which can be found at <http://resources.arcgis.com/content/product-life-cycles> by selecting the product type and clicking the Product Life Cycle link for specific product plans. Esri's Product Life Cycle Support Policy, available at <http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf>, covers the support phases and overall support plans.

ARTICLE 12—GENERAL PROVISIONS

12.1 The General Provisions and Limitations of Liability of the License Agreement will apply to the entire ELA. If there is a conflict among any of the other terms and conditions in the various documents, the order of descending precedence will be as

follows: (1) E119GM Signature Page, (2) E512GM ELA Terms and Conditions, (3) E300 Scope of Use, and (4) E200M General License Terms and Conditions. Except as otherwise expressly provided herein, any amendment or Addendum to this ELA must be in writing and signed by an authorized representative of each party.

12.2 Survival of Certain ELA Clauses. The provisions of Article 7 and Article 8 of this Enterprise License Terms and Conditions document (E512GM) will survive the expiration or termination of this ELA.

**APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE**

County may Deploy the Enterprise License Software up to the total quantity of licenses indicated below to Licensees during the term of this ELA.

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

Item	Total Qty./Seats to Be Deployed
Desktop Software (Single and Concurrent use)	
ArcView	Unlimited
ArcEditor	Unlimited
ArcInfo	Unlimited
Desktop Extension Software	
Spatial Analyst; Network Analyst; 3D Analyst; Geostatistical Analyst; Publisher; and Schematics (Single and Concurrent Use)	Unlimited
Server Software and Extensions	
Advanced, Standard, and Basic Editions, in both Workgroup and Enterprise capacities; 3D Analyst; Network Analyst; Schematics; Geostatistical Analyst; Spatial Analyst; and Workflow Manager	Unlimited
ArcGIS Engine Runtime & Extensions	
Spatial Analyst; 3D Analyst; Network Analyst; and Geodatabase Update	Unlimited
Esri Mapping & Charting	
ESRI Production Mapping	Unlimited

**APPENDIX B
ELA FEE SCHEDULE**

The ELA Fee is \$200,000. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance, Esri International User Conference registrations per term). If the County elects to renew the Agreement for additional terms, the following schedule outlines and reflects the ELA Fee in each such renewal term:

	Initial Term (07/01/2011 – 12/31/2011)	Year 1 (01/01/2012— 12/31/2012)	Year 2 (01/01/2013— 12/31/2013)	Year 3 (01/01/2014— 12/31/2014)	
Payments	<i>\$100,000</i>	<i>\$200,000</i>	<i>\$200,000.00</i>	<i>\$200,000.00</i>	

Number of Esri International User Conference Registrations per Year	Ten (10)
Number of Tier 1 Help Desk Individuals	Seven (7)
Number of Sets of Backup Media, if Requested	5
Term of ELA pursuant to Section 7.1	One (1) Year

APPENDIX C

SAMPLE REPORT—This report will be provided to Esri annually as an Excel spreadsheet or in a comparable format.

[illegible]

APPENDIX D
ELA POINTS OF CONTACT

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

1. Esri point of contact for order processing issues:

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

2. Esri contact for Tier 2 Support issues:

E-mail: support@esri.com
Phone: 909-793-3774 (domestic U.S. only)
Fax: 909-792-0960
Web: support@esri.com

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

Name: Issac Standard
E-mail: issac.standard@fultoncountyga.gov
Phone: 404.612.9074
Fax: _____

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

County Office: Information Technology – GIS Division
Name: Issac Standard
Address: 141 Pryor Street SW, Suite 8022
Atlanta, GA 30303

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

County Office: Information Technology – GIS Division
Name: Issac Standard
Address: 141 Pryor Street SW, Suite 8022
Atlanta, GA 30303

APPENDIX E
TIER 1 HELP DESK AUTHORIZED INDIVIDUALS

Below are named Tier 1 Help Desk individuals authorized to seek Tier 2 Support from Esri. Substitutes/Changes to Tier 1 Help Desk authorized individuals may be made by written notice to Esri.

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Name: <u>Issac Standard</u>
Address: <u>141 Pryor Street SW, Suite 8022</u>
<u>Atlanta, GA 30303</u>
Phone: <u>404.612.9074</u>
Fax: _____
E-mail: <u>issac.standard@fultoncountyga.gov</u> | 4. Name: <u>Brandon Faye</u>
Address: <u>141 Pryor Street Suite 6001</u>

Phone: <u>404.612.3624</u>
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| 2. Name: <u>Steve Williams</u>
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<u>Atlanta, GA 30303</u>
Phone: <u>404.612.0950</u>
Fax: _____
E-mail: <u>steve.williams@fultoncountyga.gov</u> | 5. Name: <u>Christopher Whatley</u>
Address: <u>141 Pryor Street SW, Suite 8022</u>
<u>Atlanta, GA 30303</u>
Phone: <u>404.612.8040</u>
Fax: _____
E-mail: <u>christopher.whatley@fultoncountyga.gov</u> |
| 3. Name: <u>Colin Gowens</u>
Address: <u>141 Pryor Street SW Suite 6001</u>
<u>Atlanta, GA 30303</u>
Phone: <u>404.612.0638</u>
Fax: _____
E-mail: <u>colin.gowens@fultoncountyga.gov</u> | |

APPENDIX F
ELIGIBLE AGENCIES

1. Eligible Agency Name: Fulton County Government
Contact Name: Issac Standard
Address: 141 Pryor Street SW Suite 8022

Phone: 404.612.9074
Fax: _____
E-mail: issac.standard@fultoncountyga.gov

2. Eligible Agency Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____



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(E300 03/29/2011)**

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- ArcGIS for AutoCAD (1, 20, and 25)
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- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
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 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
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 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS for INSPIRE (7, 8, 33, and 35)
 - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
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- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, 35, and 53)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (1 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, 45, and 48)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)

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- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
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