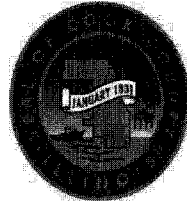


PROFESSIONAL SERVICES AGREEMENT

BETWEEN



APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

OCT 26 2016

COOK COUNTY GOVERNMENT
DEPARTMENT OF TECHNOLOGY
GEOGRAPHIC INFORMATION SYSTEMS

AND

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC.

ESRI

CONTRACT NO. 1626-15541

CONTRACT FOR SERVICE
PART I
CONTRACT

This Contract is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, acting through the Cook County Bureau of Technology hereinafter the "County", or "Licensee" and Environmental Systems Research Institute, Inc. hereinafter "ESRI", "Esri", or "Contractor", pursuant to authorization by the Cook County Board of Commissioners, as evidenced by the Board Authorization Letter attached hereto as Exhibit A.

WHEREAS, the County is responsible for procuring services for the **Cook County Department of Geographic Information Systems**, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires an Enterprise License Agreement for use in its geographic information systems ("GIS"), which includes Software and Maintenance, Professional Services, ESRI Enterprise Advantage Program ("EEAP"), and ESRI Managed Services. This shall be collectively identified as the Enterprise License Agreement ("ELA"); and

WHEREAS, ESRI is able and willing to provide such ELA upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. GENERAL

The above recitals are incorporated into this Contract as if fully set forth herein.

II. DOCUMENTS COMPRISING CONTRACT; ORDER OF PRECEDENCE

This Contract incorporates Part I and the following Exhibits:

Exhibit A Board Authorization
Exhibit B Enterprise License Addendum E512 including:

(1) Appendices A-F;

- (2) General License Terms and Conditions E200 and its Exhibit 1, Scope of Use E300 (including Addendum 1: Software Terms of Use (E300-1), Addendum 2: Data Terms of Use (E300-2), and Addendum 3 Online Services Addendum (E300-3);
- (3) License Agreement for Commercial Application Service Provider-Agreement No. 312346 (E102);
- (4) Enterprise Advantage Program Terms and Conditions (E125)

- Exhibit C Professional Services Addendum E600M including Attachment A1 – Sample Task Order and Attachment A2 - Identification of Subcontractor Form; Attachment B – Time and Materials Rate Schedule; and Attachment C - Managed Services collectively “ESRI Enterprise License Agreement Documents.”
- Exhibit D Cook County Information Technology Special Conditions (ITSC)
- Exhibit E Minority and Women Owned Business Enterprise Commitment and Utilization Plan
- Exhibit F Cook County Travel Policy
- Exhibit G Economic Disclosure Statement
- Exhibit H Evidence of Insurance

In the event that there is a conflict between or among any of the terms and conditions of any of the documents described below (which are collectively referred to herein as the “Contract”), the order of precedence to be used in interpreting the documents, from highest to lowest in priority and precedence, shall be as follows:

- Part I Contract for Service
- Exhibit B ESRI Enterprise License Agreement Documents
- Exhibit C Professional Services Addendum
- Exhibit D Cook County Information Technology Special Conditions (ITSC)
- Exhibit F Cook County Travel Policy
- Exhibit E Minority and Women Owned Business Enterprise Commitment and Utilization Plan
- Exhibit H Evidence of Insurance
- Exhibit A Board Authorization
- Exhibit G Economic Disclosure Statement

The parties agree that the Contract is the complete agreement between the parties and replaces any prior oral or written agreement or communications between the parties relating to the subject matter hereof.

III. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County and the term shall be November 1, 2016 through October 31, 2021 ("Term") unless terminated earlier as provided herein. "Proper execution" is defined as the date the Cook County Board of Commissioners approves it (provided that the Contract has already been executed by Contractor). The Parties may at any time before this Agreement expires elect to renew or modify this agreement in accordance with the provisions of Article VII, Subpart B. "Modifications and Amendments."

IV. COMPENSATION AND PAYMENT TERMS

A. Basis of Payment

a. *Pre-Paid Services.* The County shall prepay ESRI for the following products and services set forth in Article VI Subpart (A) Software and Maintenance.

1. Software and Maintenance on the annual basis in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000); and

This pre-payment comprises part of the maximum fee for the total prepayment of One Million Two Hundred Thousand Dollars per year.

2. ESRI Enterprise Advantage Program (EEAP) on an annual basis in the amount of One Hundred Thirty Thousand Dollars (\$130,000) per year for each year of the Term subject to the following condition: This annual price of \$130,000 is based on the condition that the County will purchase the EEAP continually for each year of the five year Contract Term. If the County chooses not to purchase EEAP in any given year and after a gap purchases it in any subsequent year, then the County will be charged the then current market price for the EEAP at the time it is purchased and not \$130,000 as stated herein.

Invoices for this EEAP prepayment shall be submitted by ESRI to the County upon receipt of the County's EEAP order. The County shall pay ESRI within the time period referenced in this Article IV Compensation and Payment Terms, Subpart B. Method of Payment, romanette iv. Payment.

- b. *Non-Prepaid Services.* ESRI Professional Services and ESRI Managed Services are not pre-paid. All invoices and payments for such Professional Services and Managed Services shall comply with this Article IV Compensation and Payment Terms, Subpart B Method of Payment.
- c. Task Orders. All Task Orders shall be submitted to the County in accordance with Exhibit C, Professional Services Addendum.

B. Method of Payment

- i. All invoices submitted by ESRI shall be in accordance with the provisions contained in this Contract and shall contain a detailed description of the services, including the quantity of the services, for which payment is requested as specified in this Subpart B.
- ii. *Professional Services: Time and Materials Task Orders.* ESRI shall prepare and submit to the County written monthly invoices showing a detailed description of the services performed and the compensation due for work performed, including travel time, under Task Orders, to the County address listed on the Task Order. The amount invoiced will be equal to the number of hours expended (amount of time spent performing the services) during the previous month (time period in which the services were provided) multiplied by the rates for labor categories set forth in Attachment B Time and Materials Rate Schedule of Exhibit C Professional Services Addendum, plus other direct costs (ODCs), such as travel related expenses. Travel expenses, meals and incidental expenses will be invoiced on a "per diem" basis in accordance with the limits stated in the Cook County Travel Policy (Exhibit F). All ESRI travel cost estimates will be approved by County in Task Order.

All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

The parties may mutually agree to reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price does not exceed the Task Order and contract limits for that year without a written amendment in accordance with Article VII. General Terms, Subpart B. In the event ESRI reaches the funded not-to-exceed Task Order value and the activities are not

completed, the County may increase the order funding up to the Contract limit, to allow additional work to be performed, or ESRI may stop work without further obligation or liability.

- iii. *Professional Services: Firm Fixed Price Task Orders.* Unless otherwise specified in a Task Order, ESRI shall prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month (time period in which the Deliverable was provided). The County may withhold a retainage of ten percent (10%) of the total fixed price of that Task Order to ensure that Deliverables comply with Task Order specifications. The retainage amount withheld shall be released and paid to ESRI upon (i) acceptance of the final Deliverable(s) delivered under a Task Order, and (ii) County's receipt of an invoice from ESRI for the retainage amount.

All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

- iv. *Payment.* The County shall pay each invoice no later than sixty (60) days after receipt thereof. Payment shall be made to the ESRI address identified on original ESRI invoices. ESRI understands that POs and invoice payments may be delayed in first 90 days of Contract due to County ERP conversion, but subsequently expects to be paid within the terms agreed herein.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the ESRI to the County.

ESRI acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, ESRI certifies that all itemized entries set forth in the invoices are true and correct. ESRI acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Contract to the Using Agency, or that it has properly performed the Professional Services set forth in the Task Order(s) issued pursuant to this Contract. ESRI acknowledges that negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the

Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When ESRI receives any payment from the County for any Professional Services, it has provided to the County pursuant to a Task Order issued under this Contract, ESRI must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided ESRI with all of the documents and information required of ESRI. ESRI may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, ESRI is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

C. Payment

Payments under this Contract must not exceed the dollar amount shown in Article VI. *Software, Maintenance, Professional Services, EEAP and Managed Services*, Subpart E. *Fee Schedule* without a written amendment in accordance with Article VII. General Terms, Subpart B. *Modifications and Amendments*.

D. Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

E. Price Reduction

RESERVED.

V. Examination of Records and Audits

ESRI agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books or

document related to the direct costs and expenses incurred in the performance of this Contract, and ESRI's compliance with any term, condition or provision thereof. ESRI shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract. ESRI agrees upon providing documentation in response to an audit request to indicate if documentation is of a confidential nature and should be treated as such by that the Cook County Auditor or any of its duly authorized representatives. Any such audits shall be with the County's resources. All audits conducted pursuant to the section shall be in accordance with the generally accepted auditing standards, and shall exclude proprietary information, proprietary processes, books and records pertaining to overhead, general and administrative, company financials, and profit expenses.

ESRI further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event ESRI receives payment under the Contract, reimbursement for which is later disallowed by the County, ESRI shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to ESRI under any contract with the County.

VI. SOFTWARE, MAINTENANCE, PROFESSIONAL SERVICES, EEAP AND MANAGED SERVICES

ESRI shall provide Software, Maintenance, Professional Services, EEAP and Managed Services in accordance with this Article VI, subparts A, B, C and D pursuant to the terms of Exhibit B, Enterprise License Addendum and Exhibit C, Professional Services Addendum and its Attachments A1, A2, B and C. Upon mutual agreement of the parties, any unused funds earmarked for a specific Product/Service Category (as identified in the Fee Schedule in this Article VI, subpart E may be reallocated to any other listed Product/Service Category.

- A. Software and Maintenance.** The County has internally allocated funding of \$1,200,000.00 per year for each year of the Term. The County shall have unlimited deployment rights during the term of this Contract as follows:
1. **ArcGIS Desktop Products** - Advanced, Standard, Basic (Single and Concurrent Use)
 2. **ArcGIS Desktop Extensions** - 3D Analyst, Data Reviewer, Spatial Analyst, Network Analyst, Geostatistical Analyst, ArcGIS Publisher, ArcGIS Schematics, and ArcGIS Workflow Manager (Single and Concurrent Use)
 3. **ArcGIS Server-based Products** – ArcGIS Server Workgroup and Enterprise (Advanced, Standard and Basic)
 4. **ArcGIS Server Extensions** - 3D, Schematics, Geostatistical, Network, Image, Spatial, Data Reviewer, and ArcGIS Workflow Manager
 5. **ArcGIS Engine Runtime Deployments**
 6. **ArcGIS Engine Runtime extensions** –Spatial, 3D, Network, Geodatabase Update, Schematics
 7. **ESRI Mapping and Charting** – ESRI Production Mapping Desktop
 8. **ArcGIS Data Interoperability Desktop Extension** - 10 licenses
 9. **Data Interoperability Server Extension** - 2 licenses
 10. **ESRI Developer Network (EDN)** – 10 annual subscriptions to the ESRI
 11. **1 Business Analyst Server (4 Core)**
 12. **1 Business Analyst Developer (4 Core)**
 13. **1 Business Analyst Online API:** 1 subscription, 5 Named Users.
 14. **10 copies of ArcPad**
 15. **1 Tracking Server (4 Core)**
 16. **ESRI User Conference:** 20 annual complimentary registrations

17. **ArcGIS Online Level 6 Subscription:** 1 Subscription, 1,000 Named Users, \$110,000 Annual Service Credits; plus an additional 2,000 Named Users.

18. **Portal for ArcGIS:** 1 Subscription, 250 Named Users

19. 1 ArcGIS Standard Enterprise Server (4 Core) ASP License

B. Professional Services. The County may choose, at its sole discretion to internally allocate funding of \$250,000.00 per year for each year of the Term for performance of specific Professional Services pursuant to a Task Order issued under Exhibit C, Professional Services Addendum.

Professional Services funding is not pre-paid and shall be invoiced pursuant to the applicable provisions of this Part I, Article IV. Compensation and Payment Terms, Subpart A. Basis of Payment, b. *Non-Prepaid Services*.

C. ESRI Enterprise Advantage Program (EEAP). The County may choose at its sole discretion to internally allocate funding of \$130,000.00 per year for each year of the Term for performance of EEAP services subject to the following condition: This annual price of \$130,000 is based on the condition that the County will purchase the EEAP continually for each year of the five year Term. If the County chooses not to purchase EEAP in any given year and after a gap purchases it in any subsequent year, then the County will be charged the then current market price for the EEAP at the time it is purchased and not \$130,000 as stated herein.

One annual subscription to the EEAP program pursuant to Exhibit B Enterprise License Addendum Enterprise Advantage Program Enterprise License Agreement Addendum (E125-ELA) Agreement No. 2012EAP5272, which includes the following components per year for five years:

- up to 100 hours of Technical Advisory time;
- Annual 1 day Planning Session;
- Quarterly Enterprise Webcasts;
- 200 Learning and Services credits to be applied towards:
 - Consulting Support – access to a range of industry and technical domain consulting capabilities as required
 - Training – Credits may be applied toward Client Site training, Instructor Led training (either at an ESRI facility or online classroom). For a complete list of ESRI training facilities and course catalog is available at www.esri.com/training.

D. ESRI Managed Services. The County may choose at its sole discretion to internally allocated funding of up to \$250,000.00 per year for each year of the Term for performance of specific managed services. Such Managed Services shall be provided subject to the terms and conditions contained in Exhibit C Professional Services Addendum, Attachment C - Managed Services and shall be defined in a Task Order issued pursuant to Exhibit C Professional Services Addendum. A sample Task Order is described in Exhibit C Professional Services Addendum, Attachment A1. Sample Task Order.

Managed Services funding is not pre-paid and shall be invoiced pursuant to this Part I, Article IV. Compensation and Payment Terms, Subpart A. Basis of Payment, b. *Non-Prepaid Services*.

E. Fee Schedule.

FEE SCHEDULE

The Contract Fee is \$9,150,000. The Contract Fee is in consideration of the Software, Maintenance, Professional Services, ESRI Enterprise Advantage Program and Managed Services.

	Year 1	Year 2	Year 3	Year 4	Year 5	Total (5 Year)
Software and Maintenance	\$1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000
Professional Services	250,000	250,000	250,000	250,000	250,000	1,250,000
EEAP	*130,000	*130,000	*130,000	*130,000	*130,000	*650,000
ESRI Managed Services	250,000	250,000	250,000	250,000	250,000	1,250,000
Annual ELA Fee	\$1,830,000	\$1,830,000	\$1,830,000	\$1,830,000	\$1,830,000	\$9,150,000

* Please see the pricing condition stated above in Article VI. Software, Maintenance, Professional Services, EEAP and Managed Services, Subpart C. ESRI Enterprise Advantage Program (EEAP).

The Term of this Contract may be extended by mutual agreement of the parties via a Contract amendment.

VII. GENERAL TERMS

A. Subcontracting or Assignment of Contract

The Contractor shall identify any and all contractors and subcontractors it intends to use solely in the performance of Task Orders under this the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") included in Exhibit C Professional Services Addendum Attachment A2. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain solely in connection with this Contract, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

Contractor may, in whole or in part, and with County's prior written consent, which shall not be unreasonably withheld, assign any of its rights or delegate any performance under this Contract to a Contractor subsidiary or affiliate, provided that Contractor shall remain responsible for the performance it delegates.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County, provided that the County provide Esri with any applicable policy, in advance and in writing, which shall be agreed upon by the Parties.

B. Modifications and Amendments; Execution of Task Orders

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such

amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

The Chief Procurement Officer shall have the sole power to execute Task Orders on behalf of the County.

Contractor is hereby notified that, except for amendments which are made in accordance with this Article VII, Section B Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

C. Expiration and Termination

1. Expiration of Contract Term

Upon expiration of the Term of this Contract (unless the termination of this Contract is for reasons stated in subsections (2) and (3), below), Licensee may continue to use the Deployed Enterprise License Software and Rolled-In Software in accordance with the terms and conditions set forth in the General License Terms and Conditions E200 and its Exhibit 1, Scope of Use E300 which is found within Exhibit B, Enterprise License Addendum. If the County elects to continue the Deployed Enterprise License Software and Rolled-In Software, and the Licensee requires standard maintenance, the parties understand and agree that a separate contract will be necessary to facilitate payment for the maintenance. 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.

Upon expiration of the Term of this Contract, Exhibit C, Professional Services Addendum, shall expire and the parties shall have no further obligations pursuant to its terms. However, notwithstanding the forgoing, in the event that a Task Order cannot be completed prior to the expiration of the Term of this Contract, the parties shall enter into a written amendment to extend the Term of this Contract and the applicable Task Order. The following Articles of Exhibit C, Professional Services Addendum shall survive termination: Patents and Inventions; Ownership, Confidentiality and Export Control; Required Corrections and Limited Warranty— A.

ii and B. ii Disclaimer of Warranties; Limitation of Liability; and High Risk Activities. Unless County has materially breached its obligations under this Contract, the Articles titled License Grant and Required Corrections and Limited Warranty— A.i. and B.i Limited Warranty shall also survive expiration. In addition, the Articles in this Part I titled Article IV. Compensation and Payment Terms, Subpart A. Basis of Payment, (b) *Non-Prepaid Services*, Article VII. General Terms, Subpart C. *Expiration and Termination*, and Article VII. General Terms, Subpart G. *Taxes* shall also survive expiration.

2. Termination of Contract for Material Breach

Either party may terminate this Contract for a material breach by the other party. The breaching party shall be given a period of thirty (30) days from the date of receipt of the written notice to cure any material breach. However, if the alleged breach relates to the County's non-payment of invoices, the cure period shall be sixty (60) days. Subject to any applicable limitations set forth in this Contract, the party terminating the Contract shall have the right to pursue its available legal and/or equitable remedies. In no event shall either party be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not enter the County's premises to repossess any component thereof.

Upon termination of this Contract for material breach: (1) County shall cease access and use of Online Services and clear Online Services client-side data cache; (2) County shall uninstall, remove, and destroy all Enterprise License Software, Data, Documentation, training materials and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such actions to Contractor; (3) all outstanding Learning and Services credits shall be subject to cancellation, acceptance or rejection at the sole discretion of Contractor; (4) All outstanding Task Orders shall be subject to cancellation, unless there is a separate written agreement to complete the Task Orders which is agreeable to both parties.

3. Termination of Contract for County's Convenience

The County may terminate this Contract by providing a written termination notice no less than sixty (60) days prior to the next annual ELA payment or prior written notice of 30 days for a termination under Subpart D. Delays, ii Stop Work Notices below. In all such cases, the effective date of the termination will be the last day of the ELA year for which County has paid. Under no circumstances may County deploy additional copies of the ELA Software upon termination of the ELA for non-appropriation of funds or convenience.

a. Upon termination, County will retain Rolled-In Software acquired prior to the

ELA. County may retain a combination of some or all of the perpetual Deployed EA Software and all Rolled-In Software of like products identified in Exhibit B Appendix A subject to the following conditions:

- i. County will report the quantity and types of ELA Software Deployed as of the termination date;
 - ii. ESRI will calculate the aggregate value of ELA software Deployed during ELA, excluding Online Services or term based Products, at Illinois State pricing, plus the aggregate cost of maintenance for the Deployed EA Products and Rolled-In Software (collectively, the "Deployed ELA Value");
 - iii. ESRI will deduct the value of all other deliverables, including but not limited to Online Services, term based Products training, virtual campus, workshops, and services, provided as part of this ELA from the total ELA Fees paid by County, as set forth on Appendix B, at the date of termination, ("Remaining Value");
 - iv. If the Deployed ELA Value is less than or equal to the Remaining Value, Licensee may retain all Deployed perpetual ELA software and Rolled-In Software at the maintenance version current as of the date of termination. No refund will be provided to County for unused fees.
 - v. If the Deployed ELA Value is greater than the Remaining Value, Licensee will inform ESRI of the quantities of Deployed ELA Software and Rolled-in Software that it will retain at the maintenance version current as of the date of termination, such that the aggregate Software and maintenance does not exceed the Remaining Value. Licensee will uninstall, remove and destroy all Deployed ELA software not retained. Rolled-In Software not retained at current maintenance will revert to the version that was current as of the start date of the ELA term.
- b. After termination, Licensee must immediately uninstall, remove and destroy all Deployed ELA Products not retained. All subscriptions, User Conference Passes, Training and other services will end at termination. Rolled-In software not retained at current maintenance will revert to the version that was current as of the start date of the ELA term.
- c. Within thirty (30) days of termination of the EA for non-appropriation of funds or termination for convenience, County will document in writing to ESRI the total quantity and type of Products for which Licensee desires to obtain maintenance, if any. Payment of maintenance fees will be effective from the date of the ELA termination.
- d. Licensee's use of any retained Products and Rolled-In Software following termination of the ELA Agreement will be in accordance with the License Agreement. If at a future date Licensee chooses to renew its Rolled-In Software or any other retained Products, Licensee will be required to pay maintenance retroactive

to the date of termination, or non-appropriation, in order to receive the most current version and support.

D. Delays

- i. Subject to Subsection ii below, ESRI agrees that no charges or claims for damages shall be made by the County or ESRI for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.
- ii. **Stop Work Notices**
The County may, at any time, by written notice to ESRI, require ESRI to stop all, or any part, of the work called for under a Task Order issued pursuant to Exhibit C, Professional Services Addendum for a period not to exceed ninety (90) calendar days after the County delivers the notice to ESRI, and for any further period to which the parties may agree in writing. The County will specifically identify the notice as a stop-work notice issued under this Article. Upon receipt of the notice, ESRI will immediately comply with its terms, take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the notice, and provide ESRI with a written projection of such costs, if any, updated in writing weekly to reflect actual costs and revised projections. Within a period of ninety (90) calendar days after a stop-work notice is delivered to ESRI, or within any extension of that period to which the parties have agreed, the County will either:
 - a. Cancel the stop-work notice; or
 - b. Terminate the work covered by the notice as a termination for convenience provided in Article VII, subpart C., *Expiration and Termination, 3. Termination of Contract for County's Convenience* of this Part I.

If a stop-work notice issued under this Article is canceled or the period of the notice or any extension thereof expires, ESRI will resume work. The County will make an equitable adjustment in the Scope of Work or Total Task Order Value, or both, and the Task Order will be modified in writing, accordingly, if:

- a. The stop-work notice results in an increase in the time required for, or in ESRI'S cost properly allocable to, the performance of any part of the Task Order; and
- b. ESRI asserts its right to the adjustment within twenty (20) calendar

days after the end of the period of work stoppage.

If a stop-work notice is not canceled and the County terminates the work covered by the notice for convenience in accordance with Article VII, subpart C., *Expiration and Termination, 3. Termination of Contract for County's Convenience* of this Part I, the County will allow for reasonable costs resulting from the stop-work notice in arriving at the termination settlement.

E. Force Majeure and Unavoidable Delays

If the performance of this Contract, or any obligation except the making of payments, 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, terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental 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, shall be temporarily excused from such performance to the extent of such prevention, restriction, or interference.

F. Insurance

ESRI must provide and maintain at ESRI's own expense, during the term of this Contract and any time period following expiration if ESRI is required to return and perform any of the Services under this Contract, the insurance coverages and requirements specified below, insuring all operations related to this Contract.

2. Insurance To Be Provided

i. Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

ii. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage

liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability. Cook County is to be named as an additional insured via a blanket endorsement on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section F(2)ii.

iii. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, ESRI must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured via a blanket endorsement on a primary, non-contributory basis.

iv. Professional Liability

When any professional consultants perform Services in connection with this Contract, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000 per claim. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section F.2(iv).

2. Additional Requirements

- i. ESRI must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. ESRI must submit Certificates of Insurance as evidence of insurance prior to the effective date of the Contract. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Contract

have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the County to obtain certificates or other insurance evidence from ESRI is not a waiver by the County of any requirements for ESRI to obtain and maintain the specified coverages. ESRI must advise all insurers of the provisions in this Contract regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may result in the County suspending the work until proper evidence of insurance is provided.

- ii. Esri's insurer will provide notice of cancellation or nonrenewal of the Comprehensive General Liability, Automobile Liability, Professional Liability, and/or Workers Compensation/Employers Liability policy(ies), provided that no such notice is required if ESRI buys a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this paragraph. All deductibles or self-insured retentions on referenced insurance coverages must be borne by ESRI. ESRI agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- iii. The coverages and limits furnished by ESRI in no way limit ESRI's liabilities and responsibilities specified within this Contract or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by ESRI under this Contract.
- iv. ESRI must require all Subconsultants to provide the insurance if required in this Contract, or ESRI may provide the coverages for Subconsultants.
- v. The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements if mutually agreed with ESRI. "Risk Management Office" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

G. Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of

Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to Deliverables, materials Services, Services Output including Managed Services purchased by County by virtue of statute. The price or prices quoted herein shall exclude any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

H. General Notice

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested or delivered via a commercial courier (such as FedEx). Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street, Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices

With copies to:

COOK COUNTY CHIEF INFORMATION OFFICER
69 W. Washington St., 27th Floor
Chicago, Illinois 60602
Include County Contract Number in all notices

TO CONTRACTOR:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Contract Manager, Krista Moreno
Tel: 909-793-2853, ext. 2248
Fax: 909-307-3020

I. Confidentiality

The parties shall treat the following information as confidential:

1. Contractor Confidential Information

The following terms and conditions of this Contract are confidential and proprietary information of Contractor. Contractor's confidential information includes:

- a. The access code or password for the PSS Web site and any Work Product provided pursuant to the EAP ("EAP CI");
- b. Custom software, applications or training materials which if not held confidential would disclose ESRI code.

2. County Confidential Information

"Confidential Information" means, with respect to the County data contained in the Contractor PSS web site database, any County electronic network topography, network diagrams, access codes, user identifications, computer programs (in object or source code format or any other form), know-how, inventions, processes, data bases, documentation, training materials, designs, reports, manuals, documents, specifications, hardware, software and equipment and any other intellectual property and any tangible embodiments of it (collectively "Intellectual Property" or "IP") that County makes available to ESRI (collectively "Licensee IP"); (c) this Contract; and (d) business and/or technical information of any kind and any other information, records, materials or data provided such information in a - d is designated in writing or orally and confirmed in writing within thirty (30) days of disclosure, by the disclosing party as "Confidential," "Restricted," "Secret," or other similar term.

3. Contractor's Obligations

Contractor acknowledges and agrees that County's Confidential Information shall not be disclosed, directly, indirectly, or be used by Contractor in any way, whether during the term of the Contract or for 3 years after disclosure except as required in the course of Contractor's performance hereunder. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from County's Confidential Information without the prior written approval of county. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge. Contractor's obligation with regard to County's Confidential Information contained in Esri's Managed Cloud Services Advanced Plus offering is for Contractor to comply with its FedRAMP Moderate Authorization.

4. Survival of Confidentiality Obligations

The confidentiality obligations of the parties will survive expiration or termination of the Contract. Upon termination of the Contract, Contractor will cease all use of County's Confidential Information and will, upon County's request, promptly return, or at County's request destroy, all Confidential Information, including any copies, in tangible form in the Contractor's possession or under its control, including Confidential Information stored on any medium. Upon request, Contractor will certify in writing its compliance with this Section.

J. Governing Law

This Contract shall be governed by and construed under the laws of the State of Illinois, except that U.S. federal law shall govern in matters of intellectual property. The venue for any action or proceeding arising from this Contract shall be litigated within the appropriate state or federal court located within Cook County, State of Illinois.

K. Waiver

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

L. Independent Contractor Status; No Third Party Beneficiaries.

Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of County. It is expressly understood and agreed that neither Contractor nor its employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or other employee related compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party.

M. Severability

If any provision of this Contract shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall be enforced to the maximum extent permitted by applicable law.

N. Minority- and Women-Owned Business Enterprises.

In the performance of this Contract, ESRI must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit E MBE/WBE Utilization Plan. Esri's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Contract, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Contract in accordance with Form 1 of the MBE/WBE Utilization Plan.

O. Personnel.

Each Task Order issued pursuant to Exhibit C, Professional Services Addendum shall state the name of the project manager assigned to provide the Professional Services. The County may request details of the qualifications of each project manager named. The County may at any time request, in writing that, the Contractor remove any of the assigned personnel providing Professional Services Deliverables and/or Services pursuant to a Task Order for cause and furnish to the County other personnel with equivalent skills within thirty (30) days of notification. ESRI shall be solely responsible for the approval and appointment of replacement staff, and ESRI shall be fully responsible to the County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

P. Disputes.

Prior to any court action, except when seeking injunctive relief, any dispute arising under the Contract between the County and ESRI shall be preliminarily decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the

Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to ESRI and the Director of the Using Department. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, ESRI shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

Q. Compliance with Laws.

Each Party shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including but not limited to those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the each party's employees, agents or subcontractors shall be the responsibility of each party.

R. Conduct of the Contractor.

The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make improper use of confidential information which is acquired in connection with the Contract.

S. Accident Reporting.

ESRI shall provide the Chief Procurement Officer and Director of the using Departments with prompt written notification no later than twenty-four (24) hours of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. ESRI shall notify the local police

regarding any occurrence requiring an official police record. The report submitted to the County shall indicate whether the police were notified and, if so, the number of the police report.

T. Cooperation with the Inspector General.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

U. Inspection and Responsibility.

Except for the acceptance of Professional Services, which is governed by Exhibit C, Professional Services Addendum, Article 6 – Acceptance, the following shall apply: The County shall have a right to inspect any Software provided in carrying out this Contract within the ninety (90) day warranty period. The Contractor shall be solely responsible for the quality and standards of all unmodified Software furnished under this Contract. Unmodified Software may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if it fails to substantially conform to the published Documentation under normal use and service as provided in Article 6 of the License Agreement. The exclusive remedy for rejected Software is set forth in Section 6.5 Exclusive Remedy of the License Agreement.

V. Limitations of Liability.

1. Disclaimer of Liability. Neither County, ESRI, nor any licensor will be liable for any indirect, special, incidental, or consequential damages, including lost profits, lost sales, or loss of goodwill; costs of procurement of substitute goods or services; and, except as set forth in Article VII, Section V., subpart 2, *Exceptions to Limitations of*

Liability, 1) For ESRI Managed Services, Professional Services or EEAP provided, any damages exceeding two hundred thousand dollars or two times the amount of an individual Task Order or subscription, whichever is greater, under which the liability arose or 2) For Software and Maintenance provided, any damages exceeding \$3,000,000.

2. *Exceptions to Limitation of Liability.* The limitations and exclusions of liability in the preceding paragraph do not apply to County's infringement, misuse, or misappropriation of ESRI'S or ESRI'S licensors' intellectual property rights, ESRI's indemnification obligations, ESRI's breach of its obligation to protect the loss of confidential data stored by ESRI under Advanced Plus Managed Cloud Services, or either party's gross negligence, willful misconduct, or violations of the Export Compliance clause of this Contract.

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

4. The foregoing warranties, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in County's jurisdiction. County may have additional rights that may not be waived or disclaimed. ESRI does not seek to limit County's warranty or remedies to any extent not permitted by law.

VIII. SPECIAL CONDITIONS

A. Warranties

In connection with signing and carrying out this Contract, ESRI:

1. warrants that ESRI is appropriately licensed under Illinois law to perform the Services required under this Contract and will perform no Services for which a professional license is required by law and for which ESRI is not appropriately licensed;
2. warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Contract; and ESRI is legally authorized to execute and perform or cause to be performed this Contract under the terms and conditions stated in this Contract;

3. warrants that it will not knowingly use the services of any consultant or Subcontractor that is not authorized by the County for any purpose in the performance of its Services under this Contract;
4. warrants that ESRI is not in default at the time this Contract is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Contract, been found to be in default on any contract awarded by the County;
5. warrants that it has carefully examined and analyzed the provisions and requirements of this Contract; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Contract; this Contract is feasible of performance in accordance with all of its provisions and requirements, and ESRI warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Contract;
6. warrants that ESRI to the best of its knowledge, is not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
7. acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Contract is made under penalty of perjury and, if false, is also cause for termination.

B. Ethics

1. In addition to the foregoing warranties, ESRI warrants:
 - a. to the best of its current knowledge and belief, no officer, agent or employee of the County is employed by ESRI or has a financial interest directly or indirectly in this Contract or the compensation to be paid under this Contract except as may be permitted in writing by the Board of Ethics.
 - b. no payment, gratuity or offer of employment will be made in connection with this Contract by or on behalf of any Subcontractors to the prime ESRI or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

C. Joint and Several Liability

If ESRI, or its successors or assigns, if any, is comprised of more than one individual or

other legal entity (or a combination of them), then under this Contract, each and without limitation every obligation or undertaking in this Contract to be fulfilled or performed by ESRI is the joint and several obligation or undertaking of each such individual or other legal entity.

D. Business Documents

At the request of the County, ESRI must provide a copy of its Certificate of Incorporation and/or Delegation of Authority form indicating authorized ESRI signatories.

E. Conflicts of Interest

1. No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Contract pertains is permitted to have any personal interest, direct or indirect, in this Contract. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Contract or to any financial benefit to arise from it.

2. ESRI covenants that to the best of its current knowledge, it presently has no direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Contract.

4. ESRI further covenants that, in the performance of this Contract, no person who has any known conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section VII General Terms, Subpart I Confidentiality of this Contract. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of ESRI's Services for others conflict with the Services ESRI is to render for the County under this Contract, ESRI must terminate such other services immediately upon request of the County.

5. Furthermore, if any federal funds are to be used to compensate or reimburse ESRI under this Contract, ESRI certifies that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, ESRI must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully

set forth here.

F. Non-Liability of Public Officials

ESRI and any assignee or Subcontractor of ESRI must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Contract or because of the County's execution, attempted execution or any breach of this Contract.

[END OF PART I]

SPECIFICATIONS AND AGREEMENT

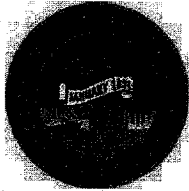
The undersigned declares that he has carefully examined Part I, Exhibits A, B, C D E, F, G & and H identified as Contract Document Number 1626-15541 for an Enterprise License Agreement for Cook County Department of Geographic Information Systems, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this Contract he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	YEAR	5	ENTERPRISE LICENSE AGREEMENT AS PER PART I, CONTRACT HEREIN.
			<u>\$1,830,000/YEAR</u>

NOT-TO-EXCEED CONTRACT AMOUNT/MAXIMUM FEE: \$9,150,000

CONTRACT NO. 1626-15541
ESRI Contract No. 308640

EXHIBIT "A"
BOARD AUTHORIZATION LETTER



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	16-5482	Version:	1	Name:	Environmental Systems Research Institute, Inc., Redlands, California
Type:	Contract (Technology)	Status:			Approved
File created:	9/21/2016	In control:			Board of Commissioners
On agenda:	10/26/2016	Final action:			10/26/2016
Title:	PROPOSED CONTRACT (TECHNOLOGY)				

Department(s): Bureau of Technology

Vendor: Environmental Systems Research Institute, Inc., Redlands, California

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Enterprise License Agreement for Geographic Information System software licensing, maintenance, and accompanying services

Contract Value: \$9,150,000.00

Contract period: 11/1/2016 - 10/31/2021

Potential Fiscal Year Budget Impact: FY 2016 \$1,830,000.00, FY 2017 \$1,830,000.00, FY 2018 \$1,830,000.00, FY 2019 \$1,830,000.00, FY 2020 \$1,830,000.00

Accounts: 545-260

Contract Number(s): 1626-15541

Concurrence(s):

The vendor has met the Minority-and Women-owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

Summary: The Bureau of Technology requests approval of Contract No. 1626-15541 with Environmental Systems Research Institute, Inc. (ESRI), Redlands, California for Enterprise License Agreement for Geographic Information Systems (GIS) software licensing, maintenance, and accompanying services. ESRI products are the foundation of the County's enterprise GIS environment and constitute a shared service benefiting over twenty departments and elected officials as well as the four pillars of County government: Public Safety, Public Health, Property, and Administration.

This is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code.

Sponsors:

Indexes: SIMONA ROLLINSON, Chief Information Officer, Bureau of Technology

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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10/26/2016 1 Board of Commissioners

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EXHIBIT "B"

ENTERPRISE LICENSE ADDENDUM E512

Includes:

- (1) Appendices A-F;
- (2) General License Terms and Conditions E200 and its Exhibit 1, Scope of Use E300 (including Addendum 1: Software Terms of Use (E300-1), Addendum 2: Data Terms of Use (E300-2), and Addendum 3 Online Services Addendum (E300-3);
- (3) License Agreement for Commercial Application Service Provider-Agreement No. 312346 (E102); and
- (4) Enterprise Advantage Program Terms and Conditions (E125)



GENERAL LICENSE TERMS AND CONDITIONS
(E200 05/10/2012)

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

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 ASP" means a person or entity that generates revenue by providing a website or Internet web application that enables third parties to access and use an application that uses approved Esri Software, for example, by charging a subscription, service, or transaction fee or by generating more than incidental advertising revenue. Commercial ASP excludes a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit.
- d. "Concurrent Use License" means a license to install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired.
- 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. "Deployment Server License" means a license that, in addition to providing Staging Server License rights, authorizes Licensee to install and use the Software or Data to provide services to multiple users on the same or other computer(s).
- h. "Development Server License" means a license that authorizes Licensee to install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
- i. "Documentation" means all user reference documentation that is delivered with the Software.
- j. "Online Services" means any Internet-based geospatial system, including applications and associated APIs, hosted by Esri or its licensors, for storing, managing, publishing, and using maps, data, and other information.
- k. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- l. "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this Agreement.
- m. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- n. "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>).
- o. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any one (1) time. No other end user may use Product under the same license at the same time for any other purpose.
- p. "Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an Esri-authorized website or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- q. "Staging Server License" means a license that, in addition to providing Development Server License rights, enables Licensee to use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
- r. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a

subscription or transaction basis.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Esri and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this License Agreement including the right to change and improve Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Esri; and (iv) for the applicable Term or, if no Term is identified, until terminated in accordance with Article 5. License types may include, but are not limited to, Single User, Named User, Concurrent User, Deployment, Deployment Server, Development Server, Staging Server, or Term Licenses; Online Services may also be licensed under a Service Credit limitation. In addition to the Scope of Use in Article 4, Exhibit 1—Scope of Use (E300) applies to specific Products. Addendum 1, Addendum 2, and Addendum 3 collectively comprise Exhibit 1—Scope of Use (E300) and are also available at <http://www.esri.com/legal/>.

- a. *Software.* Terms of use for specific Software products are set forth in Addendum 1, which is incorporated by reference.
- b. *Data.* Data terms of use are set forth in Addendum 2, which is incorporated by reference.
- c. *Online Services.* Terms of use for Online Services are set forth in Addendum 3, which is incorporated by reference.

3.2 Evaluation and Beta Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Esri maintenance.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Products delivered, Licensee may
 1. Install and store Products on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the deployment of either version does not exceed Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity;
 4. Move the Software in the licensed configuration to a replacement computer; and
 5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.
- b. Licensee may run passive failover instances of Concurrent Use license management software in a separate operating system environment for temporary failover support.
- c. Licensee may customize Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in Documentation.
- d. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary

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

- e. *Font Components.* While the software is running, Licensee may use its fonts to display and print content. Licensee may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts and (ii) temporarily download them to a printer or other output device to print content.
- f. *Consultant or Contractor Access.* Subject to Section 3.1, Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited.

4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
- b. Act as a service bureau or Commercial ASP;
- c. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- d. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs; or
- e. Redistribute Authorization Codes;
- f. Reverse engineer, decompile, or disassemble Products;
- g. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- h. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- i. Remove or obscure any Esri (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- j. Unbundle or independently use individual or component parts of Software, Online Services, or Data;
- k. Incorporate any portion of the Software into a product or service that competes with the Software;
- l. Publish the results of benchmark tests run on Beta without the prior written permission of Esri and its licensors; or
- m. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

Upon expiration or termination of the Enterprise License Agreement between the Esri and the County of Cook, the following Term and Termination clause shall apply:

- (1) Licensee may terminate this License Agreement or any Product license at any time upon written notice to Esri.
- (2) Upon termination of the License Agreement, all licenses granted hereunder terminate as well.
- (3) Either party may terminate this License Agreement or any license for a material breach by the other party. The breaching party shall be given a period of sixty (60) days from the date of receipt of the written notice to cure any material breach. Subject to any applicable limitations set forth in this License Agreement, the party terminating the License Agreement shall have the right to pursue its available legal and/or equitable remedies.
- (4) Upon termination of a license or the License Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Esri warrants for a period of ninety (90) days from the date Esri issues the Authorization Code enabling use of Software and Online Services that (i) the unmodified Software and Online Services will substantially conform to the published Documentation under normal use and service and (ii) media on which Software is provided will be free from defects in materials and workmanship.

6.2 Special Disclaimer. DATA, SAMPLES, HOT FIXES, PATCHES, UPGRADES, AND EVALUATION AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT THAT PRODUCTS WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Esri's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Esri Maintenance Program, as applicable; or (iii) return of the license fees paid by Licensee for Software or Online Services that do not meet Esri's limited warranty, provided that Licensee uninstall, remove, and destroy all copies of Software or Documentation, cease using Online Services, and execute and deliver evidence of such actions to Esri.

ARTICLE 7—LIMITATION OF LIABILITY- See Part 1, of the Contract, section VI (V) Limitations of Liability.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Esri shall defend, indemnify, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, that Licensee incurs as a result of any claims, actions, or demands by a third party alleging that Licensee's licensed use of Software, Deliverables or Online Services infringe a US patent, copyright, or trademark, provided

- a. Licensee promptly notifies Esri in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Esri has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Esri's request and expense.

8.2 If Software, Deliverables or Online Services are found to infringe a US patent, copyright, or trademark, Esri, at its own expense, may either (i) obtain rights for Licensee to continue using the Software, Deliverables or Online Services or (ii) modify the allegedly infringing elements of Software, Deliverables or Online Services while maintaining substantially

similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Esri any infringing item(s). Esri's entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and (i) refund the perpetual license fees paid by Licensee for the infringing items, prorated on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery, and (ii) for term licenses and maintenance, refund the unused portion of the fees paid.

8.3 Esri shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software, Deliverables or Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation; (ii) material alteration of Software, Deliverables or Online Services by anyone other than Esri or its subcontractors; or (iii) use of Software, Deliverables or Online Services after modifications have been provided by Esri for avoiding infringement or use after a return is ordered by Esri under Section 8.2 unless the combination in (i) or the material alteration in (ii) were not the source of the infringement.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates.

a. Products acquired under this License Agreement are governed by the terms and conditions contained in this License Agreement.

b. New or subsequent version releases of Products may require additional or revised General License Terms and Conditions (E204) clauses before Licensee may use or install the affected Products. Any additional or revised General License Terms and Conditions (E204) clauses will require a mutually agreed upon written amendment.

c. New or subsequent version releases of Products may require additional or revised Exhibit 1- Scope of Use (E300) clauses before Licensee may use or install the affected Products. ESRI will make new or revised terms of use available at <http://www.esri.com/legal/software-license>.

- i. Any additional or revised Exhibit 1- Scope of Use (E300) clauses will apply to (i) new or subsequent version releases of Software and Data; and (ii) subsequent subscription terms for Online Services, without the requirement for a written amendment.
- ii. Additional or revised Exhibit 1- Scope of Use (E300) clauses will not replace or revise the existing clauses of the General License Terms and Conditions (E204) contained in this License Agreement.
- iii. Licensee's use or installation of new or subsequent version releases of Products will be deemed acceptance of the additional or revised Exhibit 1- Scope of Use (E300) clauses.
- iv. If Licensee chooses to negotiate changes to additional or revised Exhibit 1- Scope of Use (E300) clauses, Licensee agrees not to (i) use or install new or subsequent version releases of affected Software and Data, and (ii) use or access Online Services, until the parties execute a signed written amendment. Licensee may continue to use the previous version of the Software and Data.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, reexport, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-00387. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to Deliverables, materials or services including managed services purchased by County by virtue of statute. The price or prices quoted herein shall exclude any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Esri's prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this License Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement shall survive the expiration or termination of this License Agreement.

9.8 Equitable Relief. Licensee agrees that a breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief without the requirement of posting a bond.

9.9 US Government Licensee. [Intentionally Omitted]

9.10 Governing Law, Arbitration

a. *Licensees in the United States of America, Its Territories, and Outlying Areas.* This License Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property.

b. *All Other Licensees.* [Intentionally Omitted]

9.11 Maintenance. Maintenance for qualifying Software or Data consists of updates and other benefits, such as access to technical support, specified in Esri's current applicable maintenance policy.

9.12 Feedback. ESRI may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to ESRI.

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



Exhibit B
308640
ENTERPRISE LICENSE ADDENDUM

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

This Enterprise License Addendum includes the documents listed below (collectively, "Addendum" or "ELA"). This Addendum provides for the licensing and deployment of certain Esri Software, delivery of ELA maintenance, provision of Esri International User Conference registrations, and one annual subscription to the Enterprise Advantage Program. The term of this ELA is as stated in Section VII. General Terms, 3. Expiration and Termination, of Part I.

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

1. Enterprise License Terms and Conditions (E512) 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, Esri Maintenance and Support Program
2. License Agreement—Agreement No. 2012MLA5272, comprised of:
 - General License Terms and Conditions (E200)
 - ESRI Exhibit 1, Scope of Use (E300)

Note: Licensee is defined in Part I of this Contract

3. License Agreement for Commercial Application Service Provider - Agreement No. 312346
4. Enterprise Advantage Program (EAP) Addendum - Agreement No. 2012EAP5272

ARTICLE 1—DEFINITIONS

All definitions in other parts of the ELA shall 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 Licensee for installation and use on Licensee's hardware.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by ESRI for Enterprise License Software and Rolled-In Software.
- "Enterprise License Software" or "ELA Software" means the Software identified in Table A-1 and Table A-2 of Appendix A, Software and Deployment Schedule. Enterprise License Software does not include unit-priced separately orderable item(s) or ESRI technology that may be embedded in third-party products purchased by County.
- "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 (E200) and Exhibit 1, Scope of Use (E300), collectively referred to as: 2012MLA5272
- "Rolled-In Software" means Software of the same type as Enterprise License Software that Licensee acquired for use prior to the Effective Date that is current on paid maintenance and that receives ELA Maintenance during the term of the ELA.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction, patches, hot fixes, 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 Licensee point of contact from which all Tier 1 Support will be given to Licensee's users.

- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee's users in 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 the Tier 1 Support.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. Licensee's use of the Enterprise License Software is subject to the License Agreement and any additional terms set forth in this Article 2 and Article 3 below. Licensee shall remain primarily responsible to ESRI for compliance by Licensee's users with the terms and conditions of this ELA. Rolled-In Software shall be licensed in accordance with the License Agreement.

2.2 Beta License, of the General License Terms and Conditions. Beta licenses are not available under this ELA.

2.3 Consultant Access, of the General License Terms and Conditions. Esri grants County the right to permit County's consultants or contractors to use the ELA Software exclusively for County's benefit. County shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor discontinues use of ELA software upon completion of work for County. Access to or use of ELA Software by consultants or contractors not exclusively for County's benefit is prohibited. County may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from County locations except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee. Consultant or contractors must not include persons or entities ineligible to receive or have access to Esri products or services by operation of law, including US export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.

ARTICLE 3—SCOPE OF USE

3.1 Permitted Uses. In addition to those set forth in Section 4.1, Permitted Uses, of the General License Terms and Conditions, the following additional Permitted Uses are hereby granted for the Enterprise License Software:

For the term of the ELA, Licensee's Bureau of Technology may copy and Deploy the Enterprise License Software to users up to the quantities of licenses granted to County in Appendix A, Software and Deployment Schedule. No other Licensee has a right to copy (except as permitted in the License Agreement) or Deploy the Enterprise License Software. County may transfer, redistribute, or Deploy the EA Products within the continental United States; Hawaii, Alaska; and US territories, excluding Puerto Rico and the US Virgin Islands.

3.2 Uses Not Permitted. The following Uses Not Permitted apply to the Enterprise License Software:

- a. County shall not transfer, redistribute, or assign ELA Software to any third party without the prior written permission of Esri. This Section 3.2 shall not preclude third party contractors or consultants from using the Enterprise License Software as permitted by Section 2.3.

ARTICLE 4—MAINTENANCE

4.1 ELA Maintenance. ELA Maintenance is included in the "Software and Maintenance" row, set forth in Appendix Bf. Each Rolled-In Software and Enterprise License Software item will receive ELA Maintenance. ELA Maintenance includes benefits specified in the most current applicable Esri Maintenance and Support Program Document (found at www.esri.com/legal) as modified by this Section 4.1, ELA Maintenance. Response times shall be as set forth in the Technical Support Response Times Matrix, attached hereto as Appendix F. The maintenance reinstatement fee for Rolled-In Software will be waived for the term of the ELA.

a. Tier 1 Support Provided by Licensee

- (1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all of Licensee' users.
- (2) The Tier 1 Help Desk shall use analysts sufficiently trained in the Software they are supporting to the degree that they will be able to provide Licensee's users with the Tier 1 support services described in this subparagraph a.

- (3) At a minimum, Tier 1 Support shall 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 shall 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 user. This may include obtaining any customizations, code samples, or Data involved, if applicable, to the Incident. The analyst may also use any other information and databases they may develop 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 use reasonable efforts to provide support in such a way as to minimize repeat calls and make solutions to problems available to users.
- (6) Licensee may assign up to ten (10) named Tier 1 Help Desk individuals as identified in Appendix E, Tier 1 Help Desk Authorized Individuals who are the only individuals 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 individual users.
- (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 deliver them on media.

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

5.1 Purchase Orders, Invoicing, Delivery, and Deployment

- i. Esri does not require County to issue purchase orders. County may submit a purchase order in accordance with its own process requirement, provided that County issues its initial purchase order on or before the Effective Date and subsequent purchase orders at least thirty (30) days before the annual anniversary date for each additional year.
- ii. Any purchase orders that County issues will reference, incorporate, and be subject to the terms and conditions of this ELA. No additional, conflicting, or different terms contained in a purchase order or ordering document will be binding. County will process all orders and deliveries pertaining to this ELA through County's centralized point of contact.
- iii. County will include the following information in each purchase order:
 - (1) Esri customer number, the ship-to address, and bill-to address as identified in Appendix D.
 - (2) Purchase order number.
 - (3) Applicable annual payment due and name of Licensee.
 - (4) On the face of the purchase order, the following printed statement: "Governed by and subject to Enterprise Agreement No. 308640 and County contract number 1625-15667"
- iv. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables County to download, operate, or allow access to the ELA Software listed in Appendix A.
- v. Delivery of updates/new versions of ELA 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—EA Points of Contact, FOB destination with shipping charges prepaid. County may purchase additional backup media sets at the prices in effect at the time of purchase.
- vi. County shall track the Deployment status of ELA Software.

5.2 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, including

preexisting and Rolled-In Software. The report will be subject to audit by an authorized representative of Esri mutually agreed upon by the parties.

5.3 Esri User Conference Registration. Esri shall provide Esri 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 at any Esri User Conference.

ARTICLE 6—POINTS OF CONTACT

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

ARTICLE 7—GIS STANDARD

Licensee may, in its sole discretion, name ESRI as its GIS standard and act as a reference for other ESRI customers and potential customers as long as the County Chief Procurement Officer approves. This ELA shall not be construed or interpreted as an exclusive dealings agreement, and Licensee reserves the right to purchase from third parties any of their requirements for GIS Software.

Licensee agrees that ESRI may publicize the existence of the ELA to the extent it is published by Cook County Procurement, but not any of the Licensee's Confidential Information, as described elsewhere in this Contract.

ARTICLE 8—ADMINISTRATIVE REQUIREMENTS

8.1 OEM Licenses. If Licensee obtains Software, Data, Web Services, or any component thereof as part of an original equipment manufacturer (OEM) Software program or product developed and licensed by an OEM business partner of ESRI, 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, 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.

8.2 Conversion to Enterprise License Software—Limited Quantity or Unit-Priced Separately Orderable 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 license. ESRI reserves the right to exclude such newer or updated versions of the Enterprise License Software from the tables in Appendix A, Software and Deployment Schedule. Such items will be made available to Licensee on a limited quantity basis or as unit-priced separately orderable 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 Product Life Cycle Policy.

8.3 Product Obsolescence. During the term of this Contract, some of the products listed in Appendix A, Software and Deployment Schedule may become obsolete or will no longer be commercially offered or may no longer be available for Deployment. Licensee may continue to use a product that has been Deployed, but support and upgrades for older products may not be available. ELA Maintenance and maintenance and availability of products identified in Appendix A shall 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 then clicking the Product Life Cycle link for specific product plans. ESRI's Life Cycle Support Policy, available at <http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf>, defines the support phases and overall support plans.

**APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE**

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

**Table A-1
ELA Products —Unlimited Quantities**

Item	Total Qty./Seats to Be Deployed
ArcGIS for Desktop Products (Single Use or Concurrent Use) Basic, Standard, Advanced	<i>Uncapped</i>
ArcGIS for Desktop Extensions (Single Use or Concurrent Use)	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, Network Analyst, ArcGIS Publisher, ArcGIS ArcGIS Schematics, ArcGIS Spatial Analyst, ArcGIS Workflow Manager	<i>Uncapped</i>
ArcGIS for Server Products (Basic/Standard/Advanced) Enterprise and Workgroup	<i>Uncapped</i>
ArcGIS for Server Extensions	
ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Image Extension, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Data Reviewer	<i>Uncapped</i>
ArcGIS Engine	<i>Uncapped</i>
ArcGIS Engine Extensions (Single Use & Concurrent Use)	
ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst, ArcGIS Geodatabase Update, ArcGIS Schematics	<i>Uncapped</i>
Mapping and Charting Solutions	
Esri Production Mapping for Desktop	<i>Uncapped</i>

**Table A-2
ELA Products (Term Licenses) —Limited Quantities**

Item	Rolled-In Qty. (if applicable)	Qty./Seats to Be Deployed	Total
Esri Developer Network (EDN)	-	10	10
Data Interoperability for Desktop Concurrent	10	-	10
Data Interoperability for Server Extension	2	-	2
Business Analyst Server Enterprise Advanced	1	-	1
Business Analyst for Server Developer	1	-	1
ArcPad	10	-	10
Tracking Server	1	-	1
ArcGIS for Server Standard Enterprise (ASP)	1	-	1
ArcGIS for Server GeoEvent Extension	-	1	

**Table A-3
ArcGIS Online Subscription; Portal**

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
ArcGIS Online Level 6 Subscription	1	1,000	110,000
Additional ArcGIS Online Named Users	-	2,000	-
Business Analyst Online API Subscription	1	5	-
Portal for ArcGIS	1	250	-

**APPENDIX B
ELA FEE SCHEDULE**

The total ELA Fee is \$9,190,000. The ELA Fee is in consideration of the ELA Products, ELA Maintenance, Esri User Conference registrations, Professional Services, Enterprise Advantage Program and Managed Services. For avoidance of doubt the following table reflects the total value of Software and services. Except for Software and Maintenance, all other listed services are considered optional

	Year 1	Year 2	Year 3	Year 4	Year 5	Total (5 Year)
Software and Maintenance	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$6,000,000
Professional Services*	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
EEAP*^	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$650,000
Esri Managed Services*	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
Annual ELA Fee	\$1,830,000	\$1,830,000	\$1,830,000	\$1,830,000	\$1,830,000	\$9,150,000

*Each of these items are optional from year to year

^Esri Enterprise Advantage Program (EEAP)

- 1) with up to 100 hours of Technical Advisory hours and 200 Learning and Services credits per year.
- 2) The County may choose at its sole discretion to internally allocate funding of \$130,000.00 per year for each year of the Term for performance of EEAP services subject to the following condition: This annual price of \$130,000 is based on the condition that the County will purchase the EEAP continually for each year of the five year Term. If the County chooses not to purchase EEAP in any given year and after a gap purchases it in any subsequent year, then the County will be charged the then current market price for the EEAP at the time it is purchased and not \$130,000 as stated herein.

Number of Esri User Conference Registrations per Year	Twenty (20)
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	Ten (10)
Number of Sets of Backup Media, if Requested	Six (6)
Hardware Keys (as required)	Ten (10)
Term of ELA	(5 Years) from November 1, 2016

**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: Amber Knap
E-Mail: amber.knapp@cookcountyil.gov
Phone: 312.603.1399
Fax: 312.603.9713

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

County Office: Department of GIS, Cook County Bureau of Technology
Name:
Address: 69 West Washington, Suite 2700
Chicago, Illinois 60602
Attn: GIS Manager

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

County Office: Department of GIS, Cook County Bureau of Technology
Name: 69 W. Washington St., Suite 2700
Address: _____
Chicago, Illinois 60602
Attn: Chief Information Officer

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.

- | | |
|--|--|
| <p>1. Name: <u>Amber Knapp</u>
 Address: <u>69 W. Washington, #2700, Chicago, IL 60602</u>
 Phone: <u>312.603.1399</u>
 Fax: <u>312.603.9713</u>
 E-mail: <u>amber.knapp@cookcountygov.com</u></p> | <p>6. Name: <u>George Ipe</u>
 Address: <u>69 W. Washington, #2700, Chicago, IL 60602</u>
 Phone: <u>312.603.1386</u>
 Fax: <u>312.603.9713</u>
 E-mail: <u>George.ipe@cookcountyil.gov</u></p> |
| <p>2. Name: <u>Wigberto Ingente</u>
 Address: <u>69W. Washington, #2700, Chicago, IL 60602</u>
 Phone: <u>312.603.1389</u>
 Fax: <u>312.603.9713</u>
 E-mail: <u>wig.ingente@cookcountygov.com</u></p> | <p>7. Name: <u>Lynn Quao</u>
 Address: <u>69 W. Washington, #2400, Chicago, IL 60602</u>

 Phone: <u>312.603.1381</u>
 Fax: <u>312.603.9713</u>
 E-mail: <u>lynn.quao@cookcountyil.gov</u></p> |
| <p>3. Name: <u>Michael Hammer</u>
 Address: <u>69 W. Washington, #2400, Chicago, IL 60602</u>
 Phone: <u>312.603.1776</u>
 Fax: <u>312.603.9713</u>
 E-mail: <u>Michael.hammer@cookcountygov.com</u></p> | <p>8. Name: <u>Greg Roberts</u>
 Address: <u>69 W. Washington, #2400, Chicago, IL 60602</u>

 Phone: <u>312.603.1388</u>
 Fax: <u>312.603.9713</u>
 E-mail: <u>Gregory.roberts@cookcountyil.gov</u></p> |
| <p>4. Name: <u>David Arfa</u>
 Address: <u>69W. Washington, #2700, Chicago, IL 60602</u>
 Phone: <u>312.603.1362</u>
 Fax: <u>312.603.9713</u>
 E-mail: <u>david.arfa@cookcountyil.gov</u></p> | <p>9. Name: _____
 Address: _____
 Phone: _____
 Fax: _____
 E-mail: _____</p> |
| <p>5. Name: <u>Ray Gottner</u>
 Address: <u>118 N. Clark St., 4th Floor, Chicago, IL 60602</u>
 Phone: <u>312.603.7967</u>
 Fax: _____
 E-mail: <u>ray.gottner@cookcountygov.com</u></p> | <p>10. Name: _____
 Address: _____
 Phone: _____
 Fax: _____
 E-mail: _____</p> |

APPENDIX F
MAINTENANCE AND SUPPORT PROGRAM (J10044)

This Esri Maintenance and Support Program document describes Esri's commitment to support a US customer's use of Esri's unmodified Qualifying Products by providing some or all of the following maintenance benefits: technical support, new version software, hot fixes, patches, software updates, Self-Paced E-Learning, beta programs, and/or Esri User Conference registration ("**Maintenance**"). Maintenance benefits may vary by product or program. For Maintenance details, contact Esri Customer Service or visit Esri's product qualification web page at <http://www.esri.com/software/maintenance/benefits>.

In addition to Maintenance, customers in the United States of America may purchase Premium Support Services (PSS), which enhance the benefits of Maintenance, including access to a designated Technical Account Manager (TAM), the ability for Premium LAC to convert a Case into a PSS Case at any time, priority Case management, and additional enhanced support and services. For Premium Support Services details, contact Esri or visit Esri's Premium Support web page at <http://support.esri.com/other-resources/SupportServices>.

Esri reserves the right to change the Esri Maintenance and Support Program at any time and, if reasonable under the circumstances, Esri will provide thirty (30) days' advance written notice of any material alterations. Any material alterations will become effective upon renewal.

ARTICLE 1—DEFINITIONS

The terms used are defined as follows:

- a. "**Authorized Caller(s)**" means the Customer-designated individual who may contact Esri to request standard technical support (e.g., to report technical issues or request product assistance).
- b. "**Case**" previously referred to as Incident, means the Esri record that contains technical notes and documentation of all related interactions between Customer and Esri Support Services for a given technical issue. Depending on how the request was initiated, Esri will provide phone, email, or chat confirmation of the Case creation. The Case will be given a unique identification number for reference and tracking.
- c. "**Customer**" means Licensee as defined in the License Agreement.
- d. "**Customer Number**" means a unique number created by Esri to identify each Customer office or site and that will be included on the invoice and/or packing list with any shipment.
- e. "**Hot Fix(es)**" means a single fix in one of the specific functional areas that is critical to Customer (e.g., Customers production has stopped) Esri will send the Hot Fix to Customer as soon as Esri completes a technical feasibility assessment. With the Hot Fix, Esri will deliver documentation that will clearly identify the technical problems addressed and any limitations. Esri will conduct limited testing on Hot Fixes before providing them to Customer. Esri will incorporate Hot Fixes into subsequent service packs. Hot Fixes do not provide new functionality. Hot Fixes will only function with the associated Esri product type and release.
- f. "**Patch(es)**" means a single fix (see Hot Fix[es]) or a set of related fixes that are in a specific functional area of the Esri product and will apply to multiple Esri customers. Once a Patch is released, it will be incorporated into a subsequent service pack release. Esri conducts limited testing on Patches before providing them to customers. Patches do not provide new functionality. Patches will only function with the associated Esri product type and release.
- g. "**Premium LAC**" means up to two (2) individuals selected by Customer to report a PSS Case and work directly with the TAM.
- h. "**PSS Case(s)**" means a Case that is opened as or elevated to PSS via Customer request or technical support's elevation process.
- i. "**Qualifying Product(s)**" means Esri's unmodified Products or Products that were modified by Esri or under Esri's direction and are eligible for some or all of the Maintenance benefits licensed to Customer subject to the terms and conditions of the License Agreement signed by Esri and Customer.
- j. "**Self-Paced E-Learning**" means a collection of self-paced learning resources for the ArcGIS Platform, accessible from the Esri Training website.
- k. "**Software Updates**" means a collection of files that enhance or correct a Qualifying Product and that will be available for Customer to download during the Maintenance term.
- l. "**TAM**" means the Technical Account Manager who will be the primary point of contact for the coordination and escalation of PSS Cases.

ARTICLE 2—PAYMENT, EXPIRATION, RENEWAL, AND REINSTATEMENT

2.1 Payment. Esri will automatically provide Maintenance for the first twelve (12) consecutive months from the licensed date of Qualifying Products. Thereafter, Customer can purchase Maintenance and/or PSS in advance, on an annual basis with payment terms of net thirty (30) days, unless otherwise agreed to in another agreement between Customer and Esri. Customer may issue a purchase order for its initial PSS order at any time during a Maintenance term.

2.2 Term Expiration. Esri will send Customer a notice of expiration one hundred twenty (120) days before the term expires. Esri will issue a quote ninety (90) days before the expiration date ("Renewal Quote"). The Renewal Quote will be sent via email or fax and provide Customer with a breakdown of the Products licensed and PSS due to expire and the associated fees to renew. If Esri does not receive a purchase order or payment prior to the expiration date, Esri will notify Customer that the term has expired. Esri will continue to provide standard technical support for an additional thirty (30) days, but Customer will no longer receive Software Updates released after the Maintenance term's expiration, or have access to PSS. If Customer does not reinstate Maintenance within thirty (30) days after the expiration date, Customer will no longer receive technical support. All other Maintenance benefits and Premium Support Services will end with the expiration of the Maintenance term.

2.3 Prorating Renewal Terms. If Customer has acquired multiple Qualifying Products throughout the course of a year, Esri will provide a single Renewal Quote with prorated fees and a common renewal term for all Qualifying Products and PSS (if applicable). The common renewal term will start on the earliest of the Qualifying Products' renewal dates.

2.4 Reinstatement Fee for Past Due Renewals. Esri will reinstate Maintenance and PSS (if applicable) if Customer sends a purchase order or payment within thirty (30) days of the expiration date. If Customer does not renew Maintenance or PSS (either as a stand-alone order or through the Esri Enterprise Advantage Program) within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Customer would have paid since the expiration date. Renewal Maintenance and PSS will be reinstated at the then-current pricing.

ARTICLE 3—ESRI USER CONFERENCE REGISTRATION; SELF-PACED E-LEARNING

3.1 Esri User Conference Registration. During the Maintenance term, Customer may be eligible for complimentary registrations to attend the Esri User Conference. Unless otherwise agreed to in writing by Esri and Customer, Customer's eligibility will be dependent on the license type(s) and quantity of Qualifying Products. Customer may purchase additional registrations. Customer must submit a registration form for each individual attending the conference. Esri User Conference registrations are assigned in the order received and are nontransferable.

3.2 Self-Paced E-Learning. During the Maintenance term, Customers will receive access to Self-Paced E-Learning. Each individual must have an Esri account, a broadband Internet connection, and must be an employee, agent, consultant, or contractor of Customer. For education accounts, individuals may include registered students.

ARTICLE 4—STANDARD TECHNICAL SUPPORT

4.1 Scope of Standard Technical Support. During the Maintenance term, Qualifying Products will receive the level of technical support corresponding to the respective life cycle phase. Information on the Qualifying Product life cycle phase and the ArcGIS Product Life Cycle Support Policy can be found at <http://support.esri.com/en/content/productlifecycles>. Esri does not provide technical support for (a) sample applications; (b) patches received outside of a life cycle; or (c) hardware, graphics cards, monitors, plotters, graphics printers, digitizers, modems, or similar peripherals that are not provided by Esri. However, Esri does answer questions about how to interface Esri products with supported devices.

4.2 Authorized Callers. Customer may designate a limited number of Authorized Callers per Qualifying Product. Customer may replace Authorized Callers at any time by notifying Esri Support Services or through the My Esri site. If Customer has an enterprise agreement or site license agreement with Esri, Authorized Callers will be identified by name in the corresponding agreement.

4.3 Telephone, Chat, and Web Form. If Customer needs help with a technical issue, Authorized Caller may contact Esri by phone, chat, or web form.

- a. *By Telephone.* Each technical support request will be logged as a Case. After a Case is logged, the caller will be connected to a technical specialist who will be dedicated to work on the technical issue. If a technical specialist is unavailable, the Case will be placed in a dispatch queue for the next available technical specialist.
- b. *By Chat.* To initiate a chat consultation, click the Chat with an Analyst button at <http://support.esri.com/en/webform-chat>. Chat-based requests can only be made during Esri Support Services operating hours, listed in Article 7 below. Each technical support request will be logged as a Case. After a Case is logged, Authorized Caller will be connected to a technical specialist. If a technical specialist is unavailable, Authorized Caller can opt to receive an email notification when the next technical specialist is available.
- c. *By Web Form.* Authorized Caller may request technical support by completing an online web form available at <http://support.esri.com/en/webform>. Requests made through this channel are received twenty-four (24) hours a day, seven (7) days a week, but are logged and assigned to a technical specialist the next business day. Esri will respond on a first come, first served basis. All Cases reported by web form are given the same priority and level of attention as those reported by telephone.

4.4 Esri Online Support Center and My Esri. Esri has created a self-help support website center for Authorized Caller to submit technical issues; chat with technical specialists; track technical support Cases through the Esri Customer Care portal; and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The Esri Support website can be found at <http://support.esri.com>. My Esri can be found at <https://my.esri.com>.

4.5 Technical Support Case Reporting/Logging. For most Qualifying Products, Authorized Caller may contact Esri as many times as needed. All requests for technical support must contain detailed information about the technical issue. Authorized Caller must be prepared to provide as much of the following information as possible:

- The Esri Customer Number
- The phone number and email address where Authorized Caller can be reached
- The version of the software and operating system in use
- The database in use, if applicable
- The Esri Global ID
- A description of what Customer was doing when the problem occurred
- The exact wording of any error messages that appear on the screen
- Any steps taken to resolve the problem

4.6 Standard Technical Support Response Time. Esri will respond to a technical support request during Esri Support Services operating hours. Esri will make commercially reasonable efforts to respond and provide status updates to Authorized Caller according to the severity level of the technical issue as shown in the table below. Authorized Caller may request that the technical specialist change a technical issue severity level, but requests for critical- and high-severity levels must be made via telephone.

Severity	Criteria	Response Time	Status Updates
Critical	<ul style="list-style-type: none"> ▪ Causes a severe impact to business operations (e.g., critical business processes are disabled) ▪ No workaround available 	Six (6) business hours	Esri will provide status every business day until closure of the Case.
High	<ul style="list-style-type: none"> ▪ Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data) ▪ No stable workaround available 	Eight (8) business hours	Esri will provide status every business day until closure of the Case.
Medium	<ul style="list-style-type: none"> ▪ Causes a minor impact to business operations 	Two (2) business days	Esri will provide status every three (3) business days until closure of the Case.
Routine	<ul style="list-style-type: none"> ▪ Causes little or no impact to business operations 	Two (2) business days	Esri will provide status every five (5) business days until closure of the Case.

4.7 Resolution Time. After the Technical Support Case is logged, Esri will use commercially reasonable efforts to provide

corrections to a technical issue or supply a workaround. While it is Esri's goal to provide an acceptable resolution to technical issues, Esri cannot guarantee that all technical issues can be fixed or resolved.

ARTICLE 5—PREMIUM SUPPORT SERVICES (US CUSTOMERS ONLY)

If Customer pays for and utilizes Premium Support Services, Customer will receive (i) access to a designated TAM, (ii) the ability for Premium LAC to convert a Case into a PSS Case at any time, (iii) priority Case management, and (iv) additional enhanced support and services.

5.1 Technical Account Manager. Esri will assign a TAM to Customer to work directly with Premium LAC to oversee open Cases.

- a. TAM will (i) become familiar with Customer's geographic information system (GIS) software architecture and infrastructure; (ii) verify that all open PSS Cases are prioritized above Cases opened under Maintenance; (iii) work closely with Premium LAC and Esri senior support analyst toward the resolution of all open PSS Cases; (iv) provide Premium LAC with a daily status update on all PSS Cases or as agreed to by TAM and Customer; and (v) make reasonable efforts to be available from 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except on Esri holidays.
- b. Esri may replace TAM with another TAM of similar skill and background, by written notice to Customer.
- c. All communications will be conducted in the English language unless by written agreement of both parties.

5.2 Priority Case Management. Priority Case management will include the following protocol:

- a. Cases reported by Premium LAC and converted to a PSS Case will be given priority handling after the initial Case is created and documented (excluding chat Cases); and
- b. The Customer advocacy group within Esri support services, created to improve Esri's ability to understand and respond to technical issues, will give priority to Qualifying Product defects affecting Customer.

5.3 PSS Response Time. In addition to the response times outlined in Article 4.6, Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new PSS Case, regardless of its severity level. Esri will provide a status report every business day until closure of the PSS Case.

ARTICLE 6—CONFIDENTIALITY

All data, conversations, and Cases are confidential in nature. Esri will treat all Cases (including PSS Cases) as confidential, using the same degree of care, but no less than reasonable care, as Esri uses to protect its own confidential information. Within ninety (90) days of closing a Case, Esri will delete or destroy all information provided within a Case, unless otherwise requested by Licensee, in writing, to delete specific datasets more than ninety (90) days closing a Case. This obligation to delete or destroy excludes information retained in backup media or other archival records maintained in the ordinary course of business that are not readily accessible by Esri personnel, or information retained for future review by Esri's development team.

ARTICLE 7—CONTACTING ESRI

Esri Support Services

Web: <http://support.esri.com/>

Tel.: 909-793-3774

Toll-Free Phone: 888-377-4575, extension 2

Support Web Form: <http://support.esri.com/en/webform>

Email: support@esri.com

Chat: <http://support.esri.com/en/webform-chat>

Esri Corporate Offices

Tel.: 909-793-2853

Fax: 909-793-5953

Email: info@esri.com

Esri Customer Service

Tel.: 888-377-4575, extension 5

Email: service@esri.com

Web: <http://service.esri.com>

Operating Hours: 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except Esri holidays



**ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)**

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the Licensee's existing License Agreement 2012MLA5272. This Addendum 1 takes precedence over conflicting General License Terms and Conditions of the License Agreement.

SECTION 1—DEFINITIONS

Software may be offered under the following license types as set forth in the applicable sales quotation, purchase order, or other document identifying the Products that Licensee orders:

1. "Concurrent Use License" means a license to install and use the Product on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
2. "Deployment Server License" means a full use license that authorizes Licensee to install and use the Software for all uses permitted in the License Agreement and as described in the Documentation.
3. "Development Server License" means a license that authorizes Licensee to install and use the Software to build and test Value-Added Applications as described in the Documentation.
4. "Esri Client Software" means ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.
5. "Esri Content Package" means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online Basemap Services.
6. "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.
7. "Perpetual License" means a license to use a version of the Product, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.
8. "Personal Use" means personal, noncommercial use by an individual User. Personal Use excludes use for the benefit of any third party, including commercial, educational, governmental or non-profit entities.
9. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Product on a single computer for use by that end user on the computer on which the Product is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
10. "Staging Server License" means a license that authorizes Licensee to install and use the Software for the following purposes: building and testing Value-Added Applications and map caches; conducting user acceptance testing, performance testing, and load testing of other third-party software; staging new commercial data updates; and training activities as described in the Documentation. Value-Added Applications and map caches can be used with Development and Deployment Servers.
11. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

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):

<p>Desktop Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>) ▪ ArcGIS Earth (65; <u>Addendum 2, Note 1</u>) ▪ ArcGIS Explorer Desktop (20; <u>Addendum 2, Note 1</u>) ▪ ArcGIS for AutoCAD (20) ▪ ArcPad (12; 13; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 2</u>) ▪ ArcReader (20; <u>Addendum 2, Note 1</u>) ▪ Esri Business Analyst (<u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>) ▪ ArcGIS for Windows Mobile (15; 54; <u>Addendum 2, Note 1</u>) ▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (<u>Addendum 2, Note 1</u>) ▪ ArcGIS for Personal Use (3; <u>Addendum 2, Note 1</u>) <p>Server Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Server <ul style="list-style-type: none"> – Workgroup (28; 29; 30; 32; 38; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>) – Enterprise (31; 38; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>) – with Virtual Cloud Infrastructure (10; <u>Addendum 3—Common Terms</u>) ▪ ArcGIS for Server Extension <ul style="list-style-type: none"> – ArcGIS for INSPIRE (<u>Addendum 2, Note 1</u>) – ArcGIS for Maritime: Server (2) ▪ Esri Business Analyst for Server <ul style="list-style-type: none"> – Workgroup (28; 29; 30; 31; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>) – Enterprise (31; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>) ▪ Portal for ArcGIS (21; 31; <u>Addendum 2, Note 1</u>) ▪ Esri Tracking Server (31) 	<p>Developer Tools</p> <ul style="list-style-type: none"> ▪ AppStudio for ArcGIS Standard (11, 16, 19) ▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; <u>Addendum 2, Note 1</u>) ▪ ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; <u>Addendum 2, Note 1</u>) ▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26) ▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>) ▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; <u>Addendum 2, Note 1</u>) ▪ Esri Business Analyst Server Developer (<u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>) ▪ Esri Developer Network (EDN) Software and Data (24; 26; <u>Addendum 2, Note 6</u>) ▪ Esri File Geodatabase API (47) <p>Bundled Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Transportation Analytics (1; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 2</u>; <u>Addendum 2, Note 11</u>) <p>Other</p> <ul style="list-style-type: none"> ▪ Navigator for ArcGIS (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.
- Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

Additional Terms of Use for Products listed above:

1. Licensee may use the Software, Data, and Online Services included in ArcGIS for Transportation Analytics solely for direct support of fleet operations. No other use of ArcGIS for Transportation Analytics or the individual components that are part of ArcGIS for Transportation Analytics is permitted. This restriction does not apply to the ArcGIS Online for Organizations account included with ArcGIS for Transportation Analytics. The ArcGIS Online for Organizations account can be used for any purpose subject to the terms of this License Agreement.
2. Not for use in navigation.

3. Licensed for Personal Use only.
- 4-9. Reserved.
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11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. May be used for navigational purposes only when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
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22.
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 - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on one (1) computer for use only by that end user.
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29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.

30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.
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38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).
- 40–46. Reserved.
47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.
- 48–53. Reserved.
54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.
- 55–63. Reserved.
64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
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 License Agreement 2012MLA5272. 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.

Basemap Data and Geocode Search Transactions:

- a. Licensee may take basemap data offline through Esri content packages and subsequently delivered (transferred) to any device for use exclusively with licensed ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.
- b. 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 data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted towards the transaction limit. However, storage does consume service credits.

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 License Agreement 2012MLA5272. 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 provide reasonable notice to Licensee and 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 sixty (60) 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; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>)▪ Esri Business Analyst Online (3; <u>Addendum 2, Note 1</u>)▪ Esri Business Analyst Online Mobile (3; <u>Addendum 2, Note 1</u>)▪ Esri Community Analyst (3; <u>Addendum 2, Note 1</u>)	<ul style="list-style-type: none">▪ Esri Redistricting Online (<u>Addendum 2, Note 1</u>)▪ Esri MapStudio (4; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 9</u>)▪ 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) geosearch 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.



**LICENSE AGREEMENT FOR
COMMERCIAL APPLICATION
SERVICE PROVIDER—DOMESTIC**

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

Esri Contract Number 312346

This License Agreement for Commercial Application Service Provider (ASP) ("**ASP License Agreement**") is between Cook County ("**Licensee**") for use that meets the definition of Commercial ASP Use as defined below and **Environmental Systems Research Institute, Inc. ("Esri")**, as licensor of the Software. This ASP License Agreement is only for Licensee's use of certain Esri Software as described below and provides additional terms and conditions to the Esri License Agreement. The parties acknowledge that they have read and understood this ASP License Agreement and agree to be bound by the terms and conditions hereof.

ARTICLE 1—DEFINITIONS

1.1 "ASP License Term" means the five (5) year period ASP Software is permitted to be used in ASP Solutions.

1.2 "ASP Software" means one (1) ArcGIS Standard Enterprise Server License.

1.3 "ASP Solution(s)" means a website or Internet web application for Commercial ASP Use that enables third parties to access and use a Licensee-developed application that uses ASP Software.

1.4 "Commercial ASP Use" means generating revenue by providing access to the Eligible Software through Commercial Solutions, for example, by charging a subscription, service, or any other form of transaction fee or by generating more than incidental advertising revenue. Commercial ASP Use excludes the following, which is permitted under the Esri License Agreement: use by a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit. Commercial ASP Use also excludes the following use, which is prohibited under any Esri License Agreement: providing third parties with direct access to Esri Software so that the third parties may use the Esri Software directly or develop their own geographic information system (GIS) applications or create their own solutions in conjunction with Esri Software.

1.5 "Effective Date" means the date upon which the Contract 1626-15541 is executed by the County.

1.6 "Esri License Agreement" means the signed agreement entered into by and between Licensee and Esri 2012MLA5272.

ARTICLE 2—TERMS OF USE

2.1 Subject to the terms and conditions of the Esri License Agreement and this ASP License Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable License solely to use ASP Software for which the applicable fees are paid for Commercial ASP Use for the duration of the ASP License Term. Esri shall have the right to review and approve the terms and conditions of Licensee's subscription service or any other license agreement with end users applicable to the use of ASP Software. Licensee shall not license a ASP Solution to its customers for a noncancelable term that exceeds the duration of the ASP Use Term.

2.2 Any additional ASP Software licenses ordered during the ASP License Term, for which Commercial ASP Use fees have been paid, are also covered by the terms of this ASP License Agreement for the duration of the ASP License Term.

2.3 Upon expiration of the ASP Use Term, the parties may by mutual agreement renew Licensee's Commercial ASP Use license in accordance with Esri's then-current applicable fees and licensing terms and conditions for Commercial ASP Use.

2.4 Licensee's right to use Eligible Software for Commercial ASP Use expires if (i) Esri terminates this ASP License Agreement or the Esri License Agreement following a material breach of this ASP License Agreement or the Esri License Agreement that is not cured in accordance with the termination for cause provisions of the Esri License Agreement; or (ii) Licensee elects on written notice to Esri to terminate its ASP License Agreement.

2.5 Termination or expiration of Licensee's Commercial ASP Use license for Eligible Software does not affect Licensee's perpetual license under the Esri License Agreement. However, this paragraph does not restrict Esri from terminating Licensee's license for such Software for cause under the termination provisions of the Esri License Agreement.

ARTICLE 3—TERM AND TERMINATION

3.1 The ASP Use Term runs for a period of five (5) years beginning on the Effective Date.

3.2 Either party may terminate this ASP License Agreement or any license granted hereunder for a material breach of any applicable provision of this ASP License Agreement or the Esri License Agreement that is not cured within sixty (60) days' written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

ARTICLE 4—INDEMNITY- INTENTIONALLY OMITTED

ARTICLE 5—GENERAL

5.1 Unless the parties agree otherwise in writing, this ASP License Agreement applies only to ASP Software licensed for Commercial ASP Use.

5.2 Reserved

5.3 This ASP License Agreement and the Esri License Agreement constitute the sole and entire agreement of the parties as to the subject matter set forth herein and supersede any previous agreements, understandings, and arrangements between the parties relating to such subject matter, as well as any terms on Licensee's purchase order. The terms and conditions of this ASP License Agreement supplement and take precedence over the terms and conditions of the Esri License Agreement only for Licensee's Commercial ASP Use of the ASP Software. Defined terms used in this ASP License Agreement for which no definition is provided herein have the meaning set forth in the Esri License Agreement. Any modification(s) or amendment(s) to this ASP License Agreement must be in writing and signed by an authorized representative of each party.



**LICENSE AGREEMENT FOR
COMMERCIAL APPLICATION
SERVICE PROVIDER—DOMESTIC**

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

Esri Contract Number 312346

This License Agreement for Commercial Application Service Provider (ASP) ("**ASP License Agreement**") is between Cook County ("**Licensee**") for use that meets the definition of Commercial ASP Use as defined below and **Environmental Systems Research Institute, Inc. ("Esri")**, as licensor of the Software. This ASP License Agreement is only for Licensee's use of certain Esri Software as described below and provides additional terms and conditions to the Esri License Agreement. The parties acknowledge that they have read and understood this ASP License Agreement and agree to be bound by the terms and conditions hereof.

ARTICLE 1—DEFINITIONS

1.1 "ASP License Term" means the five (5) year period ASP Software is permitted to be used in ASP Solutions.

1.2 "ASP Software" means one (1) ArcGIS Standard Enterprise Server License.

1.3 "ASP Solution(s)" means a website or Internet web application for Commercial ASP Use that enables third parties to access and use a Licensee-developed application that uses ASP Software.

1.4 "Commercial ASP Use" means generating revenue by providing access to the Eligible Software through Commercial Solutions, for example, by charging a subscription, service, or any other form of transaction fee or by generating more than incidental advertising revenue. Commercial ASP Use excludes the following, which is permitted under the Esri License Agreement: use by a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit. Commercial ASP Use also excludes the following use, which is prohibited under any Esri License Agreement: providing third parties with direct access to Esri Software so that the third parties may use the Esri Software directly or develop their own geographic information system (GIS) applications or create their own solutions in conjunction with Esri Software.

1.5 "Effective Date" means the date upon which the Contract 1626-15541 is executed by the County.

1.6 "Esri License Agreement" means the signed agreement entered into by and between Licensee and Esri 2012MLA5272.

ARTICLE 2—TERMS OF USE

2.1 Subject to the terms and conditions of the Esri License Agreement and this ASP License Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable License solely to use ASP Software for which the applicable fees are paid for Commercial ASP Use for the duration of the ASP License Term. Esri shall have the right to review and approve the terms and conditions of Licensee's subscription service or any other license agreement with end users applicable to the use of ASP Software. Licensee shall not license a ASP Solution to its customers for a noncancelable term that exceeds the duration of the ASP Use Term.

2.2 Any additional ASP Software licenses ordered during the ASP License Term, for which Commercial ASP Use fees have been paid, are also covered by the terms of this ASP License Agreement for the duration of the ASP License Term.

2.3 Upon expiration of the ASP Use Term, the parties may by mutual agreement renew Licensee's Commercial ASP Use license in accordance with Esri's then-current applicable fees and licensing terms and conditions for Commercial ASP Use.

2.4 Licensee's right to use Eligible Software for Commercial ASP Use expires if (i) Esri terminates this ASP License Agreement or the Esri License Agreement following a material breach of this ASP License Agreement or the Esri License Agreement that is not cured in accordance with the termination for cause provisions of the Esri License Agreement; or (ii) Licensee elects on written notice to Esri to terminate its ASP License Agreement.

2.5 Termination or expiration of Licensee's Commercial ASP Use license for Eligible Software does not affect Licensee's perpetual license under the Esri License Agreement. However, this paragraph does not restrict Esri from terminating Licensee's license for such Software for cause under the termination provisions of the Esri License Agreement.

ARTICLE 3—TERM AND TERMINATION

3.1 The ASP Use Term runs for a period of five (5) years beginning on the Effective Date.

3.2 Either party may terminate this ASP License Agreement or any license granted hereunder for a material breach of any applicable provision of this ASP License Agreement or the Esri License Agreement that is not cured within sixty (60) days' written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

ARTICLE 4—INDEMNITY- INTENTIONALLY OMITTED

ARTICLE 5—GENERAL

5.1 Unless the parties agree otherwise in writing, this ASP License Agreement applies only to ASP Software licensed for Commercial ASP Use.

5.2 Reserved

5.3 This ASP License Agreement and the Esri License Agreement constitute the sole and entire agreement of the parties as to the subject matter set forth herein and supersede any previous agreements, understandings, and arrangements between the parties relating to such subject matter, as well as any terms on Licensee's purchase order. The terms and conditions of this ASP License Agreement supplement and take precedence over the terms and conditions of the Esri License Agreement only for Licensee's Commercial ASP Use of the ASP Software. Defined terms used in this ASP License Agreement for which no definition is provided herein have the meaning set forth in the Esri License Agreement. Any modification(s) or amendment(s) to this ASP License Agreement must be in writing and signed by an authorized representative of each party.



**ENTERPRISE ADVANTAGE PROGRAM (EAP)
ENTERPRISE LICENSE AGREEMENT (ELA)
ADDENDUM (E125-ELA)**

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

EAP Agreement No. 2012EAP5272

This Enterprise Advantage Program (EAP) Enterprise License Agreement (ELA) Addendum is composed of this page and the related Terms and Conditions contained in Articles 1 through 12 below. This EAP ELA Addendum adds additional terms and conditions to the ELA with respect to the EAP.

Esri offers an Enterprise Advantage Program to Licensees that are implementing or have implemented a geographic information system (GIS) enterprise solution based on Esri technology. Licensee agrees to contract with Esri for and Esri agrees to provide Licensee with certain enhanced consulting services, training, and support available under the Enterprise Advantage Program for the authorized Licensee location as described herein. The Enterprise Advantage Program is not designed for Esri to provide project-specific professional services (e.g., application or database development for solutions or applications).

All Licensee contact regarding EAP activities shall be through the point of contact identified below.

**Authorized EAP Contact Information
(to be completed by Licensee)**

Contact: Amber Knapp

Telephone: 312.603.1399

Address: 69 West Washington, Suite 2700

Fax: 312.603.9713

City, State, ZIP: Chicago, Illinois 60602

E-mail: aknapp@cookcountyil.gov

This EAP ELA Addendum supersedes any previous agreements or understandings related to the Enterprise Advantage Program. All other terms and conditions of the ELA and any preceding addenda will remain in full force and effect.

ARTICLE 1—DEFINITIONS

Capitalized terms that have not been defined in this EAP ELA Addendum shall have the meaning found in the applicable Esri license agreement.

"Incident" means a communication via telephone or e-mail by Licensee to Support Services regarding technical problems with Software, Data, or Documentation.

"Map Data" means any digital dataset(s), including geographic data, vector data coordinates, raster data, or associated tabular attributes supplied or used in the performance of this EAP ELA Addendum.

"PSS" means Premium Support Services.

"Secure Formats" means object code, executable code, or similar formats.

"Term" means the initial term of this EAP ELA Addendum.

"Work Product" means reports, documented analysis, sample code, prototype/unsupported code, or technical memorandums provided under this EAP ELA Addendum.

ARTICLE 2—ENTERPRISE ADVANTAGE PROGRAM

2.1 Enterprise Advantage Program Description. The Enterprise Advantage Program is a menu of services, training, and support that provides Licensee with the flexibility to select components that best meet its needs. The Enterprise Advantage Program components include the following:

- a. *Technical Advisor.* An Esri Technical Advisor who has expertise in Esri GIS software capabilities and has the ability to analyze and assess optimal solutions in the context of GIS enterprise implementation will be assigned to Licensee. Licensee will receive up to the number of ordered Technical Advisor hours. Licensee may elect to retain additional Technical Advisor Services (100 hour blocks) for a supplemental price. Technical Advisors are not substitutes for services provided by Esri Support Services or Professional Services. Licensee will continue to contact Esri Support Services as the first point of contact for all technical support inquiries. If a custom application or other services are required, Licensee will need to enter into an agreement for use of Esri Professional Services. If Licensee requests the Technical Advisor to come to Licensee's site, Licensee will pay reasonable travel costs. The Technical Advisor in coordination with the Account Manager shall
 - (1) Advise Licensee on GIS strategies, architectures, and product selection;
 - (2) Advise Licensee on training needs, available business partner solutions, consulting support requirements, and business case development;
 - (3) Act as Licensee's technical advocate in dealing with Esri;
 - (4) Participate in annual account reviews; and
 - (5) Serve as point of escalation if Licensee is not satisfied with the resolution of an incident through Esri Support Services.
- b. *Annual Account Review.* Licensee may attend a one (1)-day annual GIS strategy and account review with Licensee's Account Manager and Technical Advisor at Esri headquarters in Redlands, California. Key Esri technical and industry specialists may also attend the review to answer questions and discuss Licensee's ideas and suggestions regarding Esri software and support strategies. Licensee is responsible for its own travel expenses. As an option to hosting the review in Redlands, Esri may conduct the review at the appropriate Esri regional office as mutually agreed, and Esri's Redlands staff will have the option to participate either by telephone or by webcast.
- c. *Learning and Services Credits*
 - (1) Licensee will receive the number of ordered Learning and Services Credits. Licensee may use the credits toward any combination of consulting services support, training, premium support, or related travel expenses as described below.

(2) Licensee may order, for an additional price, additional Learning and Services Credits either (i) as a block of fifty (50) credits or (ii) as a block of one hundred (100) credits, not to exceed a total of two hundred (200) credits during the Term or each Renewal Period of this EAP ELA Addendum. If Licensee requests additional Learning and Services Credits over and above the initial two hundred (200) credits provided for in this paragraph, Licensee must order Learning and Services Credits along with additional Technical Advisor Services.

(3) Learning and Services Credit may be exchanged as follows:

Technical Consulting Services Support consisting of review of technology strategy, systems design, prototyping, and other general technical consulting services support activities (Any project-related activities requiring a deliverable other than consulting time will be scoped, budgeted, and scheduled through a separate agreement.)	1 credit = 2 hours
Annual Premium Support Unlimited	75 credits = Unlimited Incidents
Instructor-Led Training (one [1] person at an Esri Facility) or Virtual Classroom	1 credit = 1 day
Client Site or Private Esri Site Training Event (for up to twelve [12] people)	9 credits = 1 day
Additional Student	0.75 credits = 1 day
Coaching Services (for up to fifteen [15] people)	9 credits = 1 day
Virtual Campus Annual User License	1 credit = 480 Virtual Campus dollars
Related Esri travel and per diem expenses	as quoted

(4) Unused Learning and Services Credits may be carried over to future years as long as Licensee remains an Esri Enterprise Advantage Program member. If this EAP ELA Addendum expires (exclusive of termination for default), any unused credits will expire six (6) months after the expiration of this EAP ELA Addendum; however, the Technical Advisor Services will not be available during this post-Term period.

(5) Esri will provide EAP Contact with a monthly report outlining usage of Enterprise Advantage Program Learning and Services Credits to date.

d. *Exclusive Enterprise Webcast.* Esri will provide an e-mail invitation to the EAP Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.

2.2 Learning and Services Credit Use

- Authorization of Credit Use.* Licensee will contact its Account Manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit to Licensee a Learning and Services Credit estimate by e-mail for confirmation and authorization for use of the credits.
- Travel and Per Diem.* Any Esri travel and per diem will be quoted separately. Licensee may direct Esri to use credits for travel and per diem as stated in Enterprise Advantage Program Description, Section 2.1 above, or Licensee will issue a purchase order and Esri will invoice Licensee for the travel and per diem expenses as described below in Article 6.
- Notification of Consumed Credits.* Esri will notify Licensee in the event the authorized Learning and Services Credits are consumed prior to completion of the requested work. Licensee may elect to direct use of additional credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to discontinue work when the authorized credits are consumed.
- Review of Proposed Activities.* Any activities proposed to be completed under the Enterprise Advantage Program will be subject to review and approval by Esri to ensure alignment with the intent of the program.

2.3 Defense or Military Application. At the time the Learning and Services Credits are requested or before any services are provided by the Technical Advisor, Licensee will inform Esri if any of the requested services, consulting, training, or support provided by Esri is directly related to a defense article or for a military application.

ARTICLE 3—LICENSE GRANT

3.1 Training. The terms of the Esri License Agreement shall be applicable to all Licensee course participants and for all of Esri's Software, Data, Web Services, and Documentation licensed for use in any training course to be conducted. Esri may

issue temporary Software licenses when there is an insufficient number of Software licenses available at Licensee's training facility. Upon conclusion of the training event, Licensee shall uninstall the temporary Software licenses and return to Esri any media provided.

3.2 Work Product. Esri hereby grants to Licensee a nonexclusive, royalty-free license in the Work Product to use in connection with Licensee's authorized use of the Software and Data for support of which the Work Product was supplied.

3.3 PSS. The terms and conditions of the License Agreement for the affected Software will govern any updates, patches, hot fixes, or software provided under this EAP ELA Addendum.

ARTICLE 4—WARRANTIES AND DISCLAIMERS

4.1 Warranties and Disclaimers

- a. All services, training, and Work Products will be provided in a professional and workmanlike manner.
- b. Esri warrants for a period of thirty (30) days after delivery of the services that the services will conform to professional and technical standards of the software industry.
- c. *Map Data Disclaimer.* Map Data may contain some nonconformities, defects, errors, or omissions. MAP DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the Map Data will meet Licensee's needs or expectations, that the use of the Map Data will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on the Map Data, and Licensee should always verify actual Map Data.

4.2 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT THE ENTERPRISE ADVANTAGE PROGRAM OR ANY WORK PRODUCT PROVIDED HEREUNDER WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. WORK PRODUCT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

ARTICLE 5—LIMITATION OF LIABILITY

THE LIMITATIONS OF LIABILITY ARE SET FORTH IN ARTICLE 7 OF THE GENERAL LICENSE TERMS AND CONDITIONS (E200).

ARTICLE 6—COMPENSATION

6.1 The fees for the initial term of the EAP are incorporated within the ELA Fees.

6.2 In the event that Licensee seeks additional Esri service offerings not already included in this Contract 1626-15541, pricing for these services will be in accordance with Esri's most current price schedule at the time of purchase. Notwithstanding, prior to the addition of these services, the Parties must execute an amendment to this Contracts in accordance with Part I, VI. General Terms, 2. Modifications and Amendments.

6.3 Licensee may elect to use Learning and Services Credits for actual travel expenses of Esri employees in accordance with Exhibit D, Cook County Travel Policy.

ARTICLE 7—RESERVED

ARTICLE 8—CONFIDENTIALITY

8.1 Confidential Information. It may be necessary for Esri or Licensee to disclose to the other party certain confidential information under this EAP ELA Addendum. The access code or password for the PSS website, information disclosed at review sessions, and any Work Product are confidential information of Esri. Licensee data contained in the Esri PSS website database is confidential information of Licensee. Each party shall use the confidential information described above only for exchanging information needed to provide the PSS contemplated by this EAP ELA Addendum. Within sixty (60) days of termination of this EAP ELA Addendum, each party shall return or destroy and provide a certification of destruction of the confidential information of the other party.

8.2 Work Product

- a. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Work Product delivered only in Secure Formats. For Work Product delivered in source code or other human-readable formats, Licensee will have met its obligations under this EAP ELA Addendum if its disclosure of Work Product is limited to such items in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Work Product is withheld from such disclosure, and the person or entity in receipt of such Work Product similarly agrees not to perform such acts or allow others to do so.
- b. Except as provided in the preceding paragraph, Licensee shall not disclose the Work Product to employees or third parties without the advance written consent of Esri. However, Licensee may, without such consent, make such disclosures to employees to the extent reasonably required to allow Licensee to use the Software or Data in a manner authorized under applicable licenses.
- c. The disclosures permitted under this section shall not relieve Licensee of its obligation to maintain the Work Product in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Work Product to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this EAP ELA Addendum and obtain their agreement to be bound by them.

8.3 Excluded Confidential Information. Licensee shall not provide to Esri or disclose to the instructor any data or information that is personally identified information (PII), including, but not limited to, GLBA or HIPAA type data or information, or critical infrastructure information (CII) from the US Department of Homeland Security. Notwithstanding anything in this Addendum to the contrary, Esri retains the right to refuse acceptance of any nonpublic personal information (NPI) or customer information regardless of the form of disclosure. Esri will only accept receipt of information from Licensee that comports with the exceptions set forth in Subsections 4(B) and 4(C)(ii) of Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809) and implementing regulations thereof.

8.4 Other Exchange of Confidential Information. Any other exchange of confidential information between the parties shall require execution of a nondisclosure agreement signed between the parties separate from this EAP ELA Addendum.

ARTICLE 9—PREMIUM SUPPORT SERVICES TERMS AND CONDITIONS

9.1 Premium Support Services. Should the Licensee choose to use Learning and Services Credits for PSS, the terms of this Article 9 shall also apply.

9.2 Premium Support Availability. Licensee may use Learning and Services Credits for PSS (annually) for any product covered under Esri's standard maintenance subscription, provided that Licensee is current on maintenance for applicable Esri Software. Esri shall provide PSS for the Term of the EAP ELA Addendum.

9.3 Premium Support Description. PSS shall provide (1) a designated Premium Support Coordinator ("PSC"), (2) unlimited telephone and e-mail support accessible to Licensee twenty-four hours per day, seven days per week, three hundred sixty-five days per year (24/7/365), (3) Priority Incident Management, and (4) other additional enhanced support and services.

9.4 Premium Support Coordinator. Esri shall assign a PSC to Licensee. The assigned PSC shall work directly with Licensee's Authorized Contact ("LAC") and shall oversee all of Licensee's Premium Support Incidents. Licensee may select

up to two (2) individuals to report Premium Support Incidents to Support Services and work directly with PSC regarding all such Incidents.

The PSC shall

- a. Be familiar with Licensee's GIS software architecture and infrastructure to perform the scope of support pursuant to this Article 9;
- b. Verify that all open Premium Support Incidents of Licensee are prioritized above Incidents opened pursuant to standard maintenance;
- c. Work closely with Senior Support Analysts toward the resolution of all open Premium Support Incidents; and
- d. Provide LAC with a daily status update on all open Premium Support Incidents or as agreed upon by PSC and Licensee.

Esri may replace PSC during the Term of the EAP ELA Addendum with a written notification to Licensee.

9.5 Telephone and E-mail Support. Esri shall provide support to Licensee for Software by telephone or e-mail and shall include the following:

- a. LAC may open an Incident by calling Support Services or logging the Incidents via the PSS website. An e-mail acknowledgment shall be sent to LAC for a new Incident logged via the PSS website. The assigned PSC shall use commercially reasonable efforts to call or send an e-mail response within one (1) hour of receipt of a new Incident to notify Licensee that the logged Premium Support Incident is in the initial stage of review;
- b. LAC shall have the ability to log Premium Support Incidents via the telephone. Incidents logged in this manner will receive personalized messaging and Priority Incident Management; and
- c. PSC shall be available to LAC from 5:00 a.m. to 5:00 p.m., Pacific Standard Time, Monday through Friday, except on Esri holidays. In the event that PSC is not available during such time, LAC's telephone calls and e-mails will be routed to a Senior Support Analyst who can assist LAC. PSC will be notified of the Incident. Telephone calls and e-mails during all other times (after hours, weekends, and Esri holidays) will be routed to Senior Support Analysts.

9.6 Priority Incident Management. Priority Incident Management shall include the following:

- a. Premium Support Incidents reported by LAC will be given priority handling after the initial Premium Support Incident is created and documented;
- b. Software defects affecting Licensee will be a priority for discussion of the User Advocacy Group; and
- c. For identified Software defects that are approved for an out-of-cycle hot fix or patch, PSC shall assist in presenting the hot fix or patch to LAC and verify that the delivered hot fix or patch addresses the reported issue.

9.7 Other Additional Enhanced Support and Services. Esri shall provide additional offerings to Licensee as a part of PSS, which include, but are not limited to, the following:

- a. *Premium Support Website Access.* LAC shall have access to the PSS website. LAC shall have the ability to log and track the status and completion of all identified Premium Support Incidents on this website. LAC may log and view their Incidents and access other PSS-related tools and information through this website.
- b. *System/Environment Profile.* Through the PSS website, Licensee shall have access to an Esri database to enter and maintain data regarding Licensee's equipment, applications, and skill sets associated with Esri technology.
- c. *PSS Software Alert Newsletter.* Esri shall provide to Licensee a news bulletin that discusses key current issues in Software being investigated by Esri.
- d. *Quarterly Teleconference Meeting.* Esri and Licensee shall conduct a quarterly teleconference meeting to discuss Licensee's Premium Support Incidents. Esri shall make available the assigned Account Manager, PSC, Premium Support Manager, and other Esri staff as deemed necessary by Esri.

Details of all PSS offerings can be found at www.esri.com/services/pss/components.html.

9.8 PSS Restrictions and Exclusions

- a. *Excluded Software.* PSS is not available for third-party software. Esri is not responsible for errors attributable to third-party software used in conjunction with or built upon Software.
- b. *English Language.* All communications will be conducted in the English language except by agreement of both parties.
- c. *Acknowledgment.* Licensee acknowledges and agrees that the report of an error or defect of any Software is not a guarantee that it can or will be corrected. At Esri's sole discretion, Software is corrected on a priority basis and is subject to release schedules determined by Esri.
- d. *Hardware Support.* Esri does not provide support for hardware, including but not limited to, graphics cards, monitors, plotters, graphics printers, digitizers, and modems, except to answer questions regarding how standard, supported devices interface with Software.
- e. *Exceptions to PSS.* The following are not covered by PSS:
 - a. Any problem resulting from Licensee's misuse, improper use, unauthorized modification, or damage of the Software or Licensee's combining or merging the Software with any hardware or software not supplied or identified as compatible by Esri;
 - b. Any problem resulting from third party hardware or software;
 - c. Errors in any version of the Software other than the officially supported version of Software; and
 - d. Any on-site support or implementation services on-site or otherwise, including, but not limited to, those provided by Esri Professional Services or any third party.

ARTICLE 10—CONSULTING SERVICES SUPPORT TERMS AND CONDITIONS

10.1 Consulting Services Support. Should Licensee choose to use Learning and Services Credits for consulting services support, the terms of this Article 10 shall also apply.

10.2 Inventions

- a. Each party shall retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors (hereinafter called "Inventors") during the term of this Addendum. The parties shall jointly own any Invention(s) made or conceived jointly by Inventors from both parties. With respect to such Inventions of Licensee relating to the Software, Licensee hereby grants and agrees to grant to Esri an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use.
- b. Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.
- c. A joint owner ("Assigning Owner") electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such its rights in such Inventions to the other joint owner ("Beneficial Owner") as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries.
- d. Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which is hereby given to Esri for Inventions relating to the Software and shall otherwise not be unreasonably withheld by either party.

10.3 Ownership. Except as specifically granted in this EAP ELA Addendum, Esri or its licensors own and retain all right, title, and interest in the Work Product.

ARTICLE 11—TRAINING TERMS AND CONDITIONS

11.1 Training. Should Licensee choose to use Learning and Services Credits for training or coaching services, the terms of this Article 11 shall also apply.

11.2 Training Location. Training may be conducted at Licensee's site, at an Esri Learning Center or via the Web.

11.3 Course Descriptions. The Esri Software training courses to be conducted, their location, the dates during which the courses are to be conducted, the number of participants, and registration requirements are set forth in the *Esri Training*

catalog located on the Esri training website (<http://training.esri.com>). All courses shall be conducted in substantial conformity with the course descriptions outlined on the Esri training website. Esri reserves the right to modify course content when necessary due to Software technical capabilities or limitations. Licensee may utilize coaching services immediately before or immediately following an Esri training course to familiarize Licensee's student with the software or to review and practice course concepts with an instructor's guidance.

11.4 Esri's Responsibilities

- a. Esri shall provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Students") on scheduled dates. Esri will provide each student with a course manual, where applicable.
- b. Esri will confirm Learning Center training event scheduled dates approximately ten (10) business days prior to the training event start date.
- c. Esri will confirm Licensee Site training events upon receipt of completed Client Site Training Request Form and intended payment method.

11.5 Licensee's Responsibilities

- a. Licensee must ensure the protection of Esri's copyrights. Licensee shall not copy or distribute, or permit a third party to copy or distribute, any of Esri's training material(s).
- b. Licensee is not authorized to resell seats to an Esri training event unless explicitly authorized in writing by Esri.
- c. Licensee must ensure that all students have received confirmation from Esri to participate in an Esri training event. An unregistered Student is not permitted to view or participate in a Virtual Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
- d. Licensee must confirm that all registered Students meet the applicable minimum prerequisites for the applicable training event set forth on Esri's training website.
- e. Licensee must submit registration with a confirmed payment commitment at least seven (7) business days before the training event start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- f. US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List). To meet these export requirements, Licensee must submit to the Esri Training Event Assistant a list of the names of Students who are to attend any training event. Licensee must submit the list of Student names to Esri at least three (3) business days before the training event start date. Any Student whose name is found on any of the various US Government Denied Persons lists will not be permitted to attend training.
- g. Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export licensing requirements, course scheduling changes, or cancellations.
- h. Licensee must provide written notice to Esri's Customer Service at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of such change(s) prior to the training event start date.
- i. Students may not use audio or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.
- j. Licensee is responsible to ensure that it adheres to the course, facility, and equipment, as well as Internet bandwidth and connectivity requirements for Esri Training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- k. Where the Esri Mobile Lab equipment is utilized at Licensee's domestic site, the following terms apply:
 - Upon receipt, Licensee must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant.
 - Licensee must keep the Mobile Lab equipment in a secure, locked area between training event sessions.
 - Licensee must ensure that only registered Students use the Mobile Lab equipment.
 - Licensee is responsible for any and all loss of, damage to, or theft of the Mobile Lab equipment while in Licensee's possession.
 - Licensee warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Addendum and by law.

- The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Licensee by written notice. Licensee hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
- Licensee shall make the Mobile Lab equipment available for freight pickup immediately upon conclusion of the Esri training event.

11.6 Cancellation and Rescheduling Policy

Individual Student Seats

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service is notified three (3) business days in advance of the training event start date. Should a Student substitution occur without three (3) business days' notification, an additional, nonrefundable transfer and data processing fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center training event to another one (1) time at no additional charge provided Esri's Customer Service is notified three (3) business days in advance of the training event start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a training event provided Esri's Customer Service is notified three (3) business days in advance. If three (3) business days' notification is not provided, Student may be charged the full Student Seat fee.

Client Site/Private Class/Coaching Services (Training Event)

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service is notified three (3) business days in advance of the training event start date.
- A training event may be rescheduled by the Licensee provided Esri's Customer Service is notified three (3) business days in advance of the training event start date. If appropriate notice of rescheduling is provided, Licensee may be responsible for reasonable travel expenses and shipping costs, if not avoided by Esri.
- A training event may be canceled by the Licensee provided Esri's Customer Service is notified three (3) business days in advance of the training event start date. If appropriate notice of cancellation is provided, Licensee is responsible for any reasonable travel expenses and shipping costs. If a training event is canceled without appropriate notice, Licensee may be responsible for the full training event fee if alternative plans cannot be made.

If cancellation of a training event is necessary due to Force Majeure, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Licensee at least three (3) business days before the scheduled date.

ARTICLE 12—GENERAL PROVISIONS

12.1 Intellectual Property Rights Attribution. Licensee shall retain any copyright, patent, or trademark notices on all items licensed under this EAP ELA Addendum and shall take other necessary steps to protect Esri's or its licensor's intellectual property rights.

12.2 Nonsolicitation of Contractor Personnel. It is hereby mutually agreed that Licensee will not solicit for hire any employee(s) of ESRI's technical staff, who is (are) associated with efforts called for under this effort, for a period of one year thereafter unless the employee is answering a general solicitation by the County.

CONTRACT NO. 1626-15541
ESRI Contract No. 308640

EXHIBIT "C"

PROFESSIONAL SERVICES ADDENDUM E600M

Includes Attachment A1 – Sample Task Order, Attachment 2 - Identification of Subcontractor Form, Attachment B – Time and Materials Rate Schedule, and Attachment C - Managed Services.



Exhibit C
County Contract No. 1626-15541
Esri Contract No. 308640
PROFESSIONAL SERVICES ADDENDUM
(E600M 10/05)

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

ARTICLE 1—DEFINITIONS

All words, phrases, or terms defined in other parts of the Contract shall have the same meaning in this Addendum. The following additional words, phrases, or terms shall have the following meaning:

- i. "Task Order" means a task order issued under this Addendum. (A sample task order form is attached as Attachment A1.)
- ii. "Custom Software" means all or any portion of the computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under any Task Order, exclusive of Software.
- iii. "Technical Data" means, without limitation, all technical materials including formula, compilations, software code or programs, methods, techniques, know-how, technical assistance, processes, algorithms, designs, data dictionaries and models, schematics, user documentation, training documentation, specifications, drawings, flowcharts, briefings, test or quality control procedures, or other similar information supplied or disclosed by ESRI under any Task Order.
- iv. "Map Data" means any digital data set(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied or used in performance of any Task Order.
- v. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by the County under a Task Order.
- vi. "Services" means consulting support being performed by Esri on a time and materials hourly basis in exchange for compensation from the County.
- vii. "Services Output" means any tangible output produced as a result of the Services provided by Esri under this Addendum. Services Output can include, but is not limited to, reports, training materials, and Custom Software.
- viii. "Supported Software" means the Software identified pursuant to Article 2.

ARTICLE 2—TASK ORDERS, PROJECT SCHEDULE, SUBCONTRACTORS AND COUNTY'S FACILITIES

ESRI shall provide Deliverables and/or Services as specified in Task Orders for support of the Software identified therein ("Supported Software"). Task Orders for Managed Services will be governed by the additional terms and conditions set forth in Attachment C to this Agreement.

Unless otherwise provided by ESRI in writing, only ESRI's Professional Services Contracts Manager, John Perry, or another ESRI designated signatory as identified in Esri's Delegation of Authority form and either the County Chief Information Officer or Chief Information Security Officer, are authorized to agree to Task Orders. Neither party is obligated to enter into a Task Order and shall not have any obligation under a Task Order until it is signed by both parties.

Each party shall identify in writing the project manager who is responsible for the Services or Deliverables specified in Task Orders. By written notice, either party may replace the project manager at any time with a similarly qualified person.

ESRI shall complete each Task Order in accordance with the schedule specified in that Task Order.

While performing work on-site, ESRI shall reasonably comply with the rules and regulations provided by the County as it relates to County facilities. ESRI will flow-down this requirement to its subcontractors that perform work on-site at County facilities. Such rules and regulations shall include, but not be limited to, those regarding computer security and access, professional and ethical standards, safety, and performance of work and conduct on, or security of, County premises.

The County reserves the right to prohibit any person from entering any County facility for any reason. ESRI shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government

agencies which may affect the performance of Task Orders.

ARTICLE 3—LICENSE GRANT

Subject to the terms and conditions set forth in this Contract and effective upon their delivery, ESRI hereby grants to the County a nonexclusive, worldwide license in the Deliverables or Services Output to use, modify, and reproduce the Deliverables or Services Output in connection with the County's authorized use of Supported Software. The grant in the immediately preceding sentence does not apply to Map Data, which the County must separately and directly license from the vendor.

ARTICLE 4—PATENTS AND INVENTIONS

During performance of Task Orders, the parties anticipate that inventions, innovations, and improvements ("Inventions") relating to the subject matter of such Task Orders may be conceived solely, or jointly by principals, employees, consultants, or independent contractors (hereinafter called "Inventors") of the parties hereto.

The parties agree that, as of the effective date of this Contract, ESRI or its licensors own all intellectual property rights in the Software. During the term of this Contract, the County shall promptly notify ESRI if the County becomes aware of any known or suspected infringement or violation of these rights.

Each party shall retain title to any Inventions made or conceived solely by its Inventors during the term of this Addendum, including, but not limited to, such Inventions as ESRI's Inventors solely make or conceive while providing technical assistance pursuant to this Addendum. The parties shall jointly own any Invention made or conceived jointly by Inventors from both parties. With respect to such Inventions of the County relating to the Software, the County hereby grants and agrees to grant to ESRI an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use.

The County agrees to disclose promptly to ESRI (i) each Invention relating to the Software and made or conceived by County's Inventors during the term of this Addendum and (ii) any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.

Where only one party has title to an Invention, that party, at its sole discretion, shall have the right, but not the obligation, at its expense to: (i) decide on whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on such Invention; (ii) decide the extent and scope of such protection; and (iii) protect and enforce in any country any patents issued on such Invention.

Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.

The acquisition or maintenance of protection shall not be abandoned by a joint owner (the "Assigning Owner") without giving the other joint owner (the "Beneficial Owner") an opportunity to intervene and acquire or maintain protection at the Beneficial Owner's expense. The Assigning Owner electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such of its rights in such Inventions to the Beneficial Owner.

All Inventions made by Inventors during performance of tasks and activities defined by Task Orders during the term of this Addendum will be presumed, absent clear and convincing evidence to the contrary, to have resulted from the Inventors' activities under the Task Orders.

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which is hereby given to ESRI for Inventions relating to the Software and shall otherwise not be unreasonably withheld by either party. However, either party may transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies of a party or subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

ARTICLE 5—OWNERSHIP, CONFIDENTIALITY, AND EXPORT CONTROLS

Except as specifically granted in this Addendum and excluding County-owned data, ESRI or its licensors own and retain all right, title, and interest in the Deliverables. This Contract does not transfer ownership rights of any description in the Deliverables to the County or any third party.

Unless otherwise agreed in writing, the Deliverables and Services Output that disclose ESRI software code or passwords are ESRI confidential and the County shall preserve and protect their confidentiality. Insofar as its rights may be legally restricted, the County agrees not to reverse engineer or decompile Deliverables or Services Output delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Deliverables and Services Output delivered in source code or other human-readable formats, the County shall have met its obligations under this Article if its disclosure of Deliverables or Services Output is limited to Deliverables or Services Output in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables or Services Output is withheld from such disclosure, and the person or entity in receipt of such Deliverables or Services Output similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, the County shall not disclose the Deliverables or Services Output to third parties without the advanced written consent of ESRI. However, the County may, without such consent, make such disclosures to employees as are reasonably required for the County's authorized use of the Supported Software, provided that such disclosure is strictly limited to the portions of the Deliverables or Services Output needed for that purpose.

The disclosures permitted under the preceding paragraph shall not relieve the County of its obligation to maintain the Deliverables or Services Output in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws.

The County shall not have any obligation to protect any part of a Deliverable or Services Output that it can prove: (i) was in the County's possession before receipt from ESRI; (ii) is or becomes a matter of public knowledge through no fault of the County; (iii) is rightfully disclosed by a third party without a duty of confidentiality; (iv) is disclosed by ESRI to a third party without a duty of confidentiality; (v) is independently developed by the County; or (vi) is required to be disclosed by operation of law.

ARTICLE 6—ACCEPTANCE

A. For Time and Materials Task Orders

Services are provided strictly on a time and materials basis subject to the task order not-to-exceed funding limit. The Services delivered will be accepted in writing by County PM within ten days of delivery. If the County does not either (i) provide Esri with written acceptance within this timeframe; or (ii) notify Esri that the Services do not conform to the applicable Task Order(s), then the Services shall be deemed to have been accepted.

B. For Firm Fixed Price Task Orders

Task Orders for Deliverables shall provide for Deliverable acceptance testing procedures, if applicable. If the County wishes to test a Deliverable in its test environment prior to placing it in its production environments and the applicable Task Order does not set forth an acceptance testing procedure for such Deliverable(s), the parties will follow the acceptance process below. Deliverables for fixed price Task Orders shall be categorized as follows:

- i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. The County shall complete its acceptance review within fifteen (15) working days of receiving each Deliverable, or request an extension, which if mutually agreed, must be reflected in a Task Order amendment.
- ii. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to applicable Task Order(s), but having a significant number of identified nonconformities and accepted subject to rework by ESRI. ESRI shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. The County will rerun its acceptance review for the nonconformities detected in the initial review within fifteen (15) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
- iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s).

ESRI shall rework the Deliverable and resubmit it to the County within thirty (30) days, at which time the County shall have fifteen (15) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

The County agrees it shall not use any Deliverable in its business operations before acceptance as described in Subsections B(i) or B(ii). If ESRI does not receive within fifteen (15) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with B(ii) or B(iii), or if the County uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.

ARTICLE 7—RESERVED

ARTICLE 8— COMPENSATION; INVOICES

See Part I of the Contract, *Article IV. Compensation and Payment Terms, Subpart B. Method of Payment.*

ARTICLE 9—REQUIRED CORRECTIONS AND LIMITED WARRANTY

A. For Time and Materials Task Orders

- i. **Limited Warranty:** Esri warrants that for a period of ninety (90) days from the date of acceptance that the Services will conform to the professional and technical standards in the software industry. During the limited warranty period, the County may require Esri to reperform the Services, at no additional cost to the County, which do not substantially conform to such standards. Services Output is provided "AS IS" without warranty of any kind.
- ii. **Disclaimer of Warranties**
 - (a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION A.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS ADDENDUM EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. For Firm Fixed Price Task Orders:

- i. **Limited Warranty:** ESRI warrants that for a period of ninety (90) days after acceptance of a Deliverable that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with the applicable written specifications that are included in, or delivered by ESRI pursuant to, the corresponding Task Order.
- ii. **Disclaimer of Warranties**

WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION A.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS CONTRACT EXPRESSLY EXCLUDES, ALL OTHER OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

- C. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY COUNTY OR ESRI, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY ESRI OR ITS VENDORS, ESRI BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET COUNTY'S NEEDS

OR EXPECTATIONS. ESRI IS NOT INVITING RELIANCE ON MAP DATA, AND COUNTY SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

ARTICLE 10—LIMITATION OF LIABILITY

See Part I of the Contract, *Article VII. GENERAL TERMS*, Subpart *V. Limitations of Liability*.

ARTICLE 11—INFRINGEMENT INDEMNITY

See Exhibit B, E200, *General License Terms and Conditions, Article 8, Infringement Indemnity*.

ARTICLE 12—HIGH RISK ACTIVITIES

- A. Deliverables are not fault-tolerant and are not designed, manufactured, or intended for use or resale for use for insurance underwriting or with critical health and safety or online control equipment in hazardous environments that require fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, emergency response, terrorism prevention or response, life support, or weapons systems ("High Risk Activities"). ESRI SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

ARTICLE 13—RESERVED

ARTICLE 14—RESTRICTIONS ON HIRING

The County shall not solicit for hire any ESRI employee who is associated with efforts called for under this Addendum during the term of this Addendum and for a period of one (1) year thereafter unless the Esri resource applies to a general County solicitation.

ARTICLE 15—RESERVED

ARTICLE 16—RESERVED

ARTICLE 17—RESERVED

ARTICLE 18—RESERVED

ARTICLE 19—RESERVED

ARTICLE 20—RESERVED

ARTICLE 21—BODILY INJURY AND PROPERTY DAMAGE INDEMNITY

Contractor will indemnify and hold harmless the County and its affiliates and each of their commissioners and officers, (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments and settlements, including all reasonable costs, expenses and attorneys fees, arising out of any action or claim for bodily injury, death or property damage (except for databases not subject to a reasonable backup program) brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Contractor, its subcontractors or their respective directors, officers, employees or agents, while on County property. This clause shall not apply to any of Contractor's Enterprise License Software, Software, Data, Documentation, Web Services, Work Product, Managed Services or Deliverables.

ATTACHMENT A1 - SAMPLE TASK ORDER
To Exhibit C, Professional Services Addendum
County Contract No. 1626-15541
Esri Contract No. 308640
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Contract between Environmental Systems Research Institute, Inc. (ESRI), and _____ (County), this Task Order authorizes delivery of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [As applicable, specifically identify and describe Deliverables including Custom Code, Map Data, and Technical Data (including Technical Assistance), Supported Software, and the resources to be provided by the County (including County-supplied personnel, software, hardware, and digital or hard-copy data), and place of delivery and location where technical assistance will be provided.]

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

2. Contract Type (FFP or T&M):
3. Total Task Order Value or Not-to-Exceed Value (if time and materials basis):
4. Delivery Schedule or Start/End Date(s) for Each Deliverable:
5. Identification of Subcontractor Form: If Esri is utilizing a subcontractor the Identification of Subcontractor Form in Attachment A2 below should be included with this Task Order.
6. Special Considerations:
7. ESRI Project Manager:
ESRI Senior Contract Administrator:

ACCEPTED AND AGREED:

(County)
Signature: _____
Printed Name: _____
Title: _____
Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)
Signature: _____
Printed Name: _____
Title: _____
Date: _____

ATTACHMENT A2 – Identification of Subcontractor Form
To Exhibit C, Professional Services Addendum
County Contract No. 1626-15541
Esri Contract No. 308640

Contract No. 1626-15541

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
 Disqualification
 Check Complete

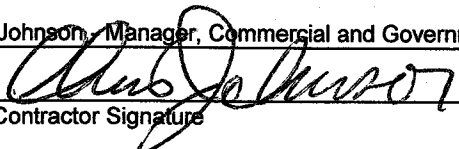
The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Contract No.: 1626-15541	Date: October 19, 2016
Total Bid or Proposal Amount: See each respective Task Order.	Contract Title: <u>Sole Source Enterprise Agreement</u>
Contractor: <u>Environmental Systems Research Institute, Inc. (Esri)</u>	Subcontractor/Supplier/ Subconsultant to be added or substitute: Scarfe Consulting, LLC.
Authorized Contact for Contractor: M Carberry	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Danielle Scarfe
Email Address (Contractor): mcarberry@esri.com	Email Address (Subcontractor): dscarfe@dsgis.com
Company Address (Contractor): 380 New York Street	Company Address (Subcontractor): 60 West Terra Cotta Avenue, #239
City, State and Zip (Contractor): Redlands, CA 92373	City, State and Zip (Subcontractor): Crystal Lake, IL 60014
Telephone and Fax (Contractor) Tel: (909) 793-2853	Telephone and Fax (Subcontractor) Tel: (815) 970-2418
Estimated Start and Completion Dates (Contractor): See each Task Order.	Estimated Start and Completion Dates (Subcontractor): See each Task Order.

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Subcontractor can provide any of the following services depending upon the Task Order scope of work: Geographic Information Systems (GIS), Strategic Planning, Project Management, Business Process Analysis, Application Requirements and Design Services.	35% of the total amount of funds utilized for Professional Services during the 5 year term of the Sole Source Enterprise Agreement (ELA) as detailed in Esri's Minority Business Enterprises and Women-Owned Business Enterprises Utilization Plan dated September 8, 2016, which is incorporated into the ELA.

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor
Environmental Systems Research Institute, Inc. (Esri)
 Name
Chris Johnson, Manager, Commercial and Government Contracts
 Title

 Prime Contractor Signature
 Date
10/21/16

**ATTACHMENT B -
TIME AND MATERIALS RATE SCHEDULE
To Exhibit C, Professional Services Addendum
County Contract No. 1626-15541
Esri Contract No. 308640**

Effective January 1, 2016 to December 31, 2019

Hourly time and materials labor rates have been provided for each labor category for calendar years 2016 through 2019. The hourly labor rates for services that are performed after 2019 may be escalated in an amount not to exceed three percent (3%) each year, provided that Esri must provide 90 days' written notice of such escalation. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Esri reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours. Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percentage completed.

Labor Category	Calendar Year (CY)		
	2016 - 2017	CY 2018	CY 2019
GIS Technical Specialist/Engineer (S1)	\$219	\$227	\$235
GIS System/Software Developer (S2)	\$284	\$294	\$304
Sr. GIS System/Software Architect (S3)	\$348	\$360	\$373
GIS Consultant/Project Manager (M1)	\$266	\$275	\$285
Sr. GIS Consultant/Project Manager (M2)	\$335	\$347	\$359
Principal/GIS Consultant/Program Manager (M3)	\$442	\$457	\$473
GIS Database Specialist/Analyst (DB)	\$185	\$191	\$198

GIS Technical Specialist/Engineer (S1)

Hourly Rate: See Above

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2)

Hourly Rate: See Above

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in Esri COTS software products; web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

Senior GIS System/Software Architect (S3)

Hourly Rate: See Above

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software

**ATTACHMENT B -
TIME AND MATERIALS RATE SCHEDULE
To Exhibit C, Professional Services Addendum
County Contract No. 1626-15541
Esri Contract No. 308640**

design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1)

Hourly Rate: See Above

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2)

Hourly Rate: See Above

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3)

Hourly Rate: See Above

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

GIS Database Specialist/Analyst (DB)

Hourly Rate: See Above

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.



ATTACHMENT C - MANAGED SERVICES
To Exhibit C, Professional Services Addendum
County Contract No. 1626-15541
Esri Contract No. 308640

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

This Managed Services Addendum ("Addendum") is appended to and made part of the Professional Services Addendum (hereinafter referred to as "PS Addendum") contained in Exhibit C to Contract No. 308640 made between **Environmental Systems Research Institute, Inc.** (hereinafter referred to as "**Esri**"), and **County of Cook** (hereinafter referred to as "**County**").

WITNESSETH:

WHEREAS, Esri is a developer and marketer of proprietary geographic information system (GIS) COTS Software, Esri Data, Web Services, and other services, including associated Managed Services as defined below; and

WHEREAS, County is desirous of engaging Esri to provide Managed Services for County Content;

NOW THEREFORE, in consideration of the foregoing and mutual promises herein set forth, the parties hereby agree as follows:

SECTION 1—DEFINITIONS

- (a) "Base Components" shall mean the hardware, COTS Software, Esri Data, and network that Esri, or its third-party suppliers/partners make available as the underlying environment for Hosting County Content.
- (b) "Base Services" shall mean the provision of operational support associated with managing Base Components and County Content within the specified service levels.
- (c) "County Content" shall mean items including, but not limited to, custom software applications owned or licensed by County, photos, journal text, geospatial data, nongeospatial data, user interfaces, graphics components, and icons, plus any personally identifiable information, supplied by or on behalf of County.
- (d) "County Web Site" shall mean County Content viewed through a user interface and made available via the Internet under the Domain Name reserved for the Web site.
- (e) "Data Center" shall mean a facility, either at Esri's headquarters in Redlands, California, or a partner's hosted facility, which houses Base Components and County Content including Web servers and other related equipment and supports the provision of Managed Service(s).
- (f) "Domain Name(s)" shall mean a series of alphanumeric strings separated by periods that is an address of a computer network connection, which County has specified for County Web Site.
- (g) "End User" shall mean any third party or entity who accesses or uses any County Content via County Web Site.
- (h) "Esri Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes.
- (i) "Hosting" means the business of housing, servicing, and maintaining files for one or more Web sites.
- (j) "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible (i) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, and other industrial property rights; (v) all other intellectual and industrial property rights of every kind and nature throughout the universe and however designated (including logos, "rental" rights, and rights to remuneration), whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues hereof now or hereafter in force (including any rights in any of the foregoing).
- (k) "Managed Service(s)" shall mean Hosting and provision of access to Base Components and related Base Services required to make County Content available to County or County's End Users.
- (l) "Public Software" shall mean any software, documentation, or other material that contains or is derived (in whole or in part) from any software, documentation, or other material that is distributed as free software, open source software (e.g., Linux), or other similar licensing or distribution models, including, but not limited to, software, documentation or other material licensed or distributed under any other of the following licenses or distribution models, or license or distribution models similar to any of the following: (i) the GNU General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License; (ii) the Artistic License (e.g., Perl); (iii) the Mozilla Public License; (iv) the Netscape Public License; (v) the Sun Community Source

License (SCSL); (vi) the Sun Industry Standards License (SISL); (vii) the Berkeley Software Distribution (BSD) License; and (viii) the Apache License.

SECTION 2—MANAGED SERVICES

2.1 Managed Services. It is the responsibility of County to determine whether Base Components, Base Services, County Content, or the combination of the three meets County's needs and service levels, if applicable, as set forth in the applicable Task Order. It is County's responsibility to plan for and request additional capacity to support anticipated growth, utilization, and peaks in demand.

2.2 License to County Content. During the term of the related applicable Task Order, County hereby grants to Esri and its affiliates permission to use County Content to support the provision of Managed Services. Such permission shall include, but not be limited to, the grant of rights and license to manipulate, publish, distribute, and implement County Content within the environment in any reasonable manner needed to support the provision of Managed Services.

2.3 Expenses. County is responsible for any shipping or temporary storage costs incurred during the delivery of County Content to Esri, or removal of County Content from Data Center, unless otherwise set forth in a separate agreement.

2.4 Risk of Loss. Risk of loss for all County Content shall at all times remain with County except for loss of County Content directly resulting from Esri's failure to meet FedRAMP Moderate compliance for Esri's Managed Cloud Services Advanced Plus offering provided pursuant to a Task Order. Risk of loss for all Base Components shall at all times remain with Esri.

2.5 Personally Identifiable Information. Prior to Esri providing Managed Services utilizing any County Content under this PS Addendum, County shall notify Esri if County Content includes personally identifiable information (as defined in regulations such as HIPAA, GLB, or SSI).

2.6 Public Software. County may not use, and may not authorize End Users to use, any Public Software in connection with Base Services in any manner that requires, pursuant to the license applicable to such Public Software, that any Base Services be (i) disclosed or distributed in source code form, (ii) made available free of charge to recipients, or (iii) modifiable without restriction by recipients.

2.7 Monitoring. County will provide information and/or other materials related to its County Content as reasonably requested by Esri or its Hosting partner to verify Esri's and/or County's compliance with this PS Addendum. Esri or its Hosting partner, as applicable, may crawl or otherwise monitor the external interfaces of any County Content solely for the purpose of verifying compliance with this PS Addendum.

2.8 Prohibited Content. In the event that Esri reasonably believes that any County Content violates the law, infringes or misappropriates the rights of any third party, or otherwise violates a material term of this PS Addendum ("Prohibited Content"), Esri will notify County of Prohibited Content in accordance with Esri's standard Digital Millennium Copyright Act ("DMCA") "take down" notice processing procedures and may request that such content be removed from Base Services or access to it be disabled. Notwithstanding, Esri may remove or disable access to any Prohibited Content without prior notice pursuant to the DMCA or as required to comply with any judicial, regulatory, or other governmental order. In the event that Esri removes content without prior notice, Esri will provide prompt written notice to County in accordance with Esri's standard DMCA take down notice processing procedures unless prohibited by law.

SECTION 3—OWNERSHIP

3.1 County's Property. All County Content that County gives to Esri under this Addendum shall at all times remain the Intellectual Property Rights of County or its licensor(s). Esri shall have no rights to such County Content other than the limited right to use such content for the purposes expressly set forth in subsections 2.2 and 2.8 of this Addendum.

3.2 Esri's Property. Esri or its affiliates shall retain at all times the right, title, and interest in and to all Base Components.

SECTION 4—TERMINATION

In the event of expiration, termination, or take down of Prohibited Content as set forth in subsection 2.8 of this PS Addendum or an applicable Task Order while Esri is providing Managed Services, Esri will download all County Content in Esri's possession to a medium of County's choosing and deliver such County Content to County. County will be responsible for any unpaid fees due through the date of Termination.

SECTION 5—LIMITED WARRANTIES

5.1 Esri warrants that there is no outstanding contract, commitment, or agreement to which Esri is a party or legal impediment of any kind known to Esri that conflicts with this Addendum or might limit, restrict, or impair the rights granted to County hereunder.

5.2 County warrants and represents that County has the full authority and right from the owner or any third party to grant permission(s) to use County Content offered and submitted herein to Esri.

5.3 County confirms that County Content does not:

- (a) Infringe on any proprietary rights of third persons or contain any information that is deemed unlawful, libelous, violative of any person's right to privacy and/or publicity, obscene, pornographic, or indecent;
- (b) Violate any law, statute, ordinance, or regulation, including, without limitation, the laws and regulations governing export control, personally identifiable information, unfair competition, antidiscrimination, or false advertising; or
- (c) Contain any viruses, Trojan horses, trap doors, back doors, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, corrupt, or expropriate any system, data, or personal information.

SECTION 6—DISCLAIMER OF WARRANTIES

6.1 WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SUBSECTION 5.1 ABOVE, ESRI DISCLAIMS, AND THIS PS ADDENDUM EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION (i) THAT THE MANAGED SERVICES WILL OPERATE WITHOUT INTERRUPTION AND ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS, OR (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

6.2 Data Disclaimer. IN THE EVENT THAT ANY ESRI DATA IS PROVIDED UNDER THIS ADDENDUM, THE ESRI DATA HAS BEEN OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, BUT ITS ACCURACY AND COMPLETENESS ARE NOT GUARANTEED. THE ESRI DATA MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS. ESRI DOES NOT WARRANT THAT THE ESRI DATA WILL MEET COUNTY'S NEEDS OR EXPECTATIONS, THAT THE USE OF THE ESRI DATA WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. ESRI IS NOT INVITING RELIANCE ON THIS ESRI DATA, AND COUNTY SHOULD ALWAYS VERIFY ACTUAL ESRI DATA INCLUDING, BUT NOT LIMITED TO, MAP, SPATIAL, RASTER, AND TABULAR INFORMATION.

6.3 Internet Disclaimer. COUNTY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE INTERNET (INCLUDING, WITHOUT LIMITATION, THE WEB) IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) ESRI HAS NO CONTROL OVER THE INTERNET, AND (iii) ESRI IS NOT LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SITE.

6.4 Esri does not warrant that all Managed Services will be available outside the United States.

SECTION 7—EXCLUSIVE REMEDY AND LIMITATION OF LIABILITY

See Part I of the Contract, *Article VII. GENERAL TERMS*, Subpart *V. Limitations of Liability*.

SECTION 8—INFRINGEMENT INDEMNITY. [Intentionally Omitted].

SECTION 9—GENERAL PROVISIONS

9.1 RESERVED.

9.2 Export Regulations. The parties acknowledge that this Addendum and the performance thereof may be subject to compliance with any and all applicable United States laws, regulations, or orders relating to the export of County Content. County must have appropriate EAR 99 certification for County Content hosted in the Managed Services environment.

9.3 Insurance. [Intentionally Omitted].

9.4 RESERVED.

9.5 Consents. Any consent required under this Addendum shall not be unreasonably withheld or delayed by the respective party.

9.6 Survival of Terms. [Intentionally Omitted].

9.7 Amendments. Except as otherwise expressly provided herein, any Amendment(s) to or Task Orders issued under this Addendum must be in writing and signed by an authorized representative of each party.

9.8 Order of Precedence. In the event of a conflict between the terms and conditions of this Addendum and those of the PS Addendum, the terms and conditions of this Addendum supersede those of the PS Addendum.

CONTRACT NO. 1626-15541
ESRI Contract No. 308640

EXHIBIT "D"

COOK COUNTY INFORMATION TECHNOLOGY SPECIAL CONDITIONS

Exhibit D

Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR SPECIAL CONDITIONS

1.1. **"Assets"** means Equipment, Software, Intellectual Property, IP Materials and other assets used in providing the Services. Assets are considered in use as of the date of deployment.

1.2. **"Business Associate Agreement"** or **"BAA"** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. **"Business Continuity Plan"** means the planned process, and related activities, required to maintain continuity of business operations between the period of time following declaration of a Disaster until such time an IT environment is returned to an acceptable condition of normal business operation.

1.4. **"Cardholder Data"** means data that meets the definition of "Cardholder Data" in the most recent versions of the Payment Card Industry's Data Security Standard.

1.5. **"Change"** means, in an operational context, an addition, modification or deletion to any Equipment, Software, IT environment, IT systems, network, device, infrastructure, circuit, documentation or other items related to Services. Changes may arise reactively in response to Incidents/Problems or externally imposed requirements (e.g., legislative changes), or proactively from attempts to (a) seek greater efficiency or effectiveness in the provision or delivery of Services; (b) reflect business initiatives; or (c) implement programs, projects or Service improvement initiatives.

1.6. **"Change Management"** means, in an operational context, the Using Agency approved processes and procedures necessary to manage Changes with the goal of enabling Using Agency-approved Changes with minimum disruption.

1.7. **"Change Order"** means a document that authorizes a Change to the Services or Deliverables under the Agreement, whether in time frames, costs, or scope.

1.8. **"Change Request"** means one Party's request to the other Party for a Change Order.

1.9. **"Contractor"** has the same meaning as either: (a) both "Contractor" and "Consultant" as such terms are defined, and may be interchangeably used in the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) "Contractor" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.10. **"Contractor Confidential Information"** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes: (a) Using Agency Confidential Information, (b) Using Agency Data; (c) information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances; and (d) the terms of this Agreement, regardless of whether marked with a confidential designation or not.

1.11. **"Contractor Facilities"** means locations owned, leased or otherwise utilized by

Contractor and its Subcontractors from which it or they may provide Services.

1.12. **"Contractor Intellectual Property"** means all Intellectual Property owned or licensed by Contractor.

1.13. **"Contractor IP Materials"** means all IP Materials owned or licensed by Contractor.

1.14. **"Contractor Personnel"** means any individuals that are employees, representatives, Subcontractors or agents of Contractor, or of a direct or indirect Subcontractor of Contractor.

1.15. **"Contractor-Provided Equipment"** means Equipment provided by or on behalf of Contractor."

1.16. **"Contractor-Provided Software"** means Software provided by or on behalf of Contractor.

1.17. **"Criminal Justice Information"** means data that meets the definition of "Criminal Justice Information" in the most recent version of FBI's CJIS Security Policy and also data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

1.18. **"Critical Milestone"** means those milestones critical to the completion of the Services as identified in this Agreement, in any work plan, project plan, statement of work, or other document approved in advance by the Using Agency.

1.19. **"Data Protection Laws"** means laws, regulations, regulatory requirements, industry self-regulatory standards, and codes of practice in connection with the processing of Personal Information, including those provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320(d) et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.) and the Payment Card Industry standards.

1.20. **"Data Security Breach"** means (a) the loss or misuse (by any means) of any Using Agency Data or other Using Agency Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Using Agency Data or other Using Agency Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Using Agency Data or other Using Agency Confidential Information.

1.21. **"Deliverable"** has the same meaning as either: (a) "Deliverable" as defined in the County's Professional Services Agreement, if such document forms the basis of this Agreement; or (b) "Deliverable" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement. In either case, Deliverables includes without limitation Contractor-Provided Equipment, Contractor-Provided Software, Developed Intellectual Property.

1.22. **"Developed Intellectual Property"** means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the

licensor of the Third Party Intellectual Property under the terms of the applicable license.

1.23. **"Developed Software"** any Software conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services (including any modifications, enhancements, patches, upgrades or similar developments).

1.24. **"Disaster"** means a sudden, unplanned, calamitous event causing substantial damage or loss as defined or determined by a risk assessment and business impact analysis, and which creates an inability or substantial impairment on the organization's part to provide critical business functions for a material period of time. This also includes any period when the Using Agency management decides to divert resources from normal production responses and exercises its Disaster Recovery Plan.

1.25. **"Disaster Recovery Plan"** means the planned process, and related activities, required to return an IT environment to an acceptable condition of normal business operation following declaration of a Disaster.

1.26. **"Equipment"** means the computer, telecommunications, network, storage, and related hardware and peripherals owned or leased by the Using Agency or its Third Party Contractors, or by Contractor or its Subcontractors, and used or supported by Contractor or its Subcontractors, or by the Using Agency or its agents, in connection with the Services.

1.27. **"Exit Assistance Plan"** means a detailed plan for the delivery of the Exit Assistance Services.

1.28. **"Exit Assistance Period"** has the meaning given in Section 9.2.

1.29. **"Exit Assistance Services"** means such exit assistance services as are reasonably necessary from Contractor and/or its Subcontractors to enable a complete transition of the affected Services to the Using Agency or the Using Agency's designee(s), including, but not limited to, all of the services, tasks and functions described in Section 9.

1.30. **"Illicit Code"** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any Equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.31. **"Incident"** means any event that is not part of the standard operation of a service in the Using Agency IT environment (including an event in respect of the Services or any Equipment or Software) and that causes, or may cause, an interruption to, or a reduction in the quality of, that service. The Using Agency will determine the severity level of each reported Incident.

1.32. **"Intellectual Property"** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.33. **"IP Materials"** means works of authorship, software, documentation, processes, designs, drawings, specifications, formulae, databases, algorithms, models, methods, processes and techniques, technical data, inventions, discoveries, know how, the general format, organization, or structure of any report, document or database, and other technical proprietary information.

1.34. **"Laws"** means all United States federal, state and local laws or foreign laws, constitutions, statutes, codes, rules, regulations, ordinances, executive orders, decrees, edicts of or by any governmental authority having the force of law or any other legal requirement (including common law), including Data Protection Laws and the Cook County Code of Ordinances.

1.35. **"Open Source Materials"** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.36. **"Party"** means either County, on behalf of County and its Using Agencies, or Contractor.

1.37. **"Parties"** means both County, on behalf of County and its Using Agencies, and Contractor.

1.38. **"Personal Information"** means personal data or information that relates to a specific, identifiable, individual person, including Using Agency personnel and individuals about whom the Using Agency, Contractor, Contractor's Subcontractors or affiliates has or collects financial and other information. For the avoidance of doubt, Personal Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) user name or email address, in combination with a password or security question and answer that would permit access to an account; and (f) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.39. **"Problem"** means the underlying cause of one or more Incidents, including where such cause is unknown or where it is known and a temporary work-around or permanent alternative has been identified.

1.40. **"Protected Health Information"** or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

1.41. **"Public Record"** shall have the same meaning as the term "public record" in the Illinois Local Records Act, 50 ILCS 205/1 et seq.

1.42. **"Required Consent"** means that consent required to secure any rights of use of or access to any of Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency Intellectual Property, Using Agency IP Materials, any other Equipment, any other Software whether Third Party Software or otherwise, any other Intellectual Property whether Third Party Intellectual Property or otherwise, any other IP Material, any of which are required by, requested by, used by or

accessed by Contractor, its Subcontractors, employees or other agents in connection with the Services.

1.43. **"Services"** either: (a) has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) collectively means all of Contractor's services and other acts required in preparing, developing, and tendering the Using Agency's Deliverables as "Deliverables" is defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.44. **"Service Level Agreements" or "SLA"** means service level requirement and is a standard for performance of Services, which sets Contractor and Using Agency expectations, and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, changed and controlled.

1.45. **"Software"** means computer software, including source code, object, executable or binary code, comments, screens, user interfaces, data structures, data libraries, definition libraries, templates, menus, buttons and icons, and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith.

1.46. **"Third Party"** means a legal entity, company or person that is not a Party to the Agreement and is not a Using Agency, Subcontractor, affiliate of a Party, or other entity, company or person controlled by a Party.

1.47. **"Third Party Intellectual Property"** means all Intellectual Property owned by a Third Party, including Third Party Software.

1.48. **"Third Party Contractor"** means a Third Party that provides the Using Agency with products or services that are related to, or in support of, the Services. Subcontractors of Contractor are not "Third Party Contractors."

1.49. **"Third Party Software"** means a commercial Software product developed by a Third Party not specifically for or on behalf of the Using Agency. For clarity, custom or proprietary Software, including customizations to Third Party Software, developed by or on behalf of the Using Agency to the Using Agency's specifications shall not be considered Third Party Software.

1.50. **"Using Agency"** has the same meaning as the term "Using Agency" in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended, as applied to each department or agency receiving goods, Services or other Deliverables under this Agreement and includes Cook County, a body politic and corporate of the State of Illinois, on behalf of such Using Agency.

1.51. **"Using Agency Confidential Information"** means: (a) all non-public proprietary information of Using Agency that is marked confidential, restricted, proprietary, or with a similar designation; (b) Using Agency Data; and (c) any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.52. **"Using Agency Data"** means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this

Agreement, including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, the data in question shall be treated as Using Agency Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency's IT systems, including any Using Agency-Provided Software; (b) submitted to Contractor or its Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and customers in connection with the Services or otherwise; (c) Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; (e) any raw data used to generate reports under this Agreement and any data included therein; and (f) Using Agency Confidential Information.

1.53. **"Using Agency Intellectual Property"** means all Intellectual Property owned or licensed by the Using Agency, including Developed Intellectual Property.

1.54. **"Using Agency IP Materials"** means all IP Materials owned or licensed by the Using Agency.

1.55. **"Using Agency-Provided Equipment"** means Equipment provided by or on behalf of Using Agency.

1.56. **"Using Agency-Provided Software"** means Software provided by or on behalf of Using Agency.

1.57. **"WISP"** means written information security program.

2. SERVICES AND DELIVERABLES

2.1. **Approved Facilities.** Contractor will perform Services only within the continental United States and only from locations owned, leased or otherwise utilized by Contractor and its Subcontractors.

2.2. **Licenses and Export Controls.** Contractor will be responsible for obtaining all necessary export authorizations and licenses for export of technical information or data relating to Using Agency Data, Software, Intellectual Property, IP Materials, or otherwise under this Agreement.

2.3. **Required Consents for Assets in Use and Third Party Contracts as of the Effective Date.** Contractor shall be responsible for obtaining all Required Consents relating to this Agreement. If Contractor is unable to obtain a Required Consent, Contractor shall implement, subject to the Using Agency's prior approval, alternative approaches as necessary to perform the Services. Contractor shall be responsible for and shall pay all costs associated with this section, including any fees or other charges imposed by the applicable Third Parties as a condition or consequence of their consent (e.g., any transfer, upgrade or similar fees). The Using Agency shall cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.4. **SLAs and Critical Milestones.** Commencing on the Effective Date or as otherwise specified in this Agreement, Contractor shall, as set forth in this Agreement: (a) perform the Services in accordance with SLAs and Critical Milestones; and (b) regularly measure and report on its performance against SLAs and Critical Milestones. Contractor shall maintain all data relating to and supporting the measurement of its performance, including performance against SLAs and Critical Milestones, in sufficient detail to permit a "bottom up" calculation, analysis and reconstruction of performance reports

(including all inclusion and exclusion calculations) throughout the term of this Agreement. Such data shall be made available to the Using Agency in an electronic format reasonably acceptable to the Using Agency upon reasonable request and upon the expiration or termination of this Agreement.

2.5. Default SLAs, Critical Milestones and Fee Reductions. Unless otherwise explicitly specified in this Agreement, the Contractor's SLAs, SLA targets, and Critical Milestones shall be those that the Using Agency recognizes as commonly accepted "industry best practices" for Services of similar cost, size, and criticality. For example and without limitation, such SLAs include availability and performance Contractor-Provided Software and hosting-related Services, on-time delivery of Deliverables, response and resolution times of Contractor's service desk. For example and without limitation, such Critical Milestones include significant events in projects such as completion of major Deliverables. Unless otherwise specified in this Agreement, Contractor shall proportionately reduce fees for failing to perform the Services in accordance with applicable SLAs and for failing to timely achieve Critical Milestones, and the Using Agency may withhold that amount of fee reduction from any outstanding Contractor invoice. Except as expressly allowed under this Agreement, any such fee reduction accompanying a failure to meet applicable SLAs or Critical Milestones shall not be the Using Agency's exclusive remedy and shall not preclude the Using Agency from seeking other remedies available to it for a material breach of this Agreement.

2.6. Standards and Procedures Manual. Contractor will prepare, update, and maintain a manual ("Standards and Procedures Manual") subject to the Using Agency's review and approval that shall: (a) be based upon ITIL processes and procedures; (b) conform to the Using Agency's standard operating procedures (c) be suitable to assist the Using Agency and the Using Agency's auditors in verifying and auditing the Contractor's performance of the Services; and (d) detail the operational and management processes by which Contractor will perform the Services under this Agreement, including to the extent applicable, processes relating to: (i) Change Management and Change control; (ii) Incident management; (iii) Problem management; (iv) configuration management; (v) backup and restore; (vi) capacity management and full utilization of resources; (vii) project management; (viii) management information; (ix) security processes; (x) Contractor's Business Continuity Plan; (xi) Contractor's Disaster Recovery Plan; and (xi) administration, including invoicing. Where this Agreement assumes that the Using Agency will provide Tier 1 help desk support, the Standards and Procedures Manual shall also include sufficient help desk scripts for the Using Agency to provide such support. Contractor will perform the Services in accordance with the Standards and Procedures Manual; *provided, however*, that the provisions of the Standards and Procedures Manual shall never supersede the provisions of this Agreement.

2.7. Project Management Methodology. Contractor shall perform the Services in accordance with an industry-recognized project management methodology and procedures, subject to Using Agency approval. Contractor shall comply with the Using Agency's procedures for tracking progress and documents for the duration of the Agreement, including the submission of weekly or monthly status reports to the Using Agency as the Using Agency may require.

2.8. Change Management Procedures. Contractor shall utilize Change Management procedures, subject to Using Agency approval, that conform to ITIL/ITSM to manage, track and report on Changes relating to the Services, including procedures for scheduling maintenance, patching, replacement of assets, and other matters required for proper management of the Services. No Change will be made without the Using Agency's prior written consent (which may be given or withheld in the Using Agency's sole discretion), unless such Change: (a) has no impact on the Services being provided by

Contractor; (b) has no impact on the security of the Using Agency Data and the Using Agency systems; and (c) causes no increase in any fees under this Agreement or the Using Agency's retained costs.

2.9. Resources Necessary for Services. Except as set forth in this Agreement, Contractor shall provide and be financially responsible for all Equipment, Software, materials, facilities, systems and other resources needed to perform the Services in accordance with the Agreement.

2.10. Using Agency Resources. Except as explicitly allowed under this Agreement, Contractor shall not use, nor permit any Subcontractor, employee, agent, or other Third Party to use any Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency facilities, or any other Equipment, Software, materials, facilities, systems or other resources that the Using Agency provides or otherwise makes available under this Agreement for any purpose other than the performance of the Services; and Contractor shall do so only upon prior written approval of the Using Agency. Contractor shall not purport to, pledge or charge by way of security any of the aforementioned. Contractor shall keep any Equipment owned or leased by the Using Agency that is under Contractor's or a Contractor Subcontractor's control, secure and, for any such Equipment that is not located at the Using Agency facilities, such Equipment shall be clearly identified as the Using Agency's and separable from Contractor's and Third Parties' property.

2.11. Maintenance of Assets. Contractor shall maintain all Equipment, Software, materials, systems, and other resources utilized predominately or exclusively for performing Services in good condition, less ordinary wear and tear, and in such locations and configurations as to be readily identifiable.

2.12. Service Compatibility. To the extent necessary to provide the Services, Contractor shall ensure that the Services, Contractor-Provided Equipment and Contractor-Provided Software (collectively, the "Contractor Resources") are interoperable with the Using Agency-Provided Equipment, Using Agency-Provided Software and with the Using Agency's other Assets, at no cost beyond that specified in this Agreement and without adversely affecting any systems or services retained by the Using Agency or its Third Party Contractors. In the event of any Problem related to service compatibility where it is not known whether the Problem is caused by Contractor's Assets or by Using Agency's Assets, Contractor shall be responsible for correcting the Problem except to the extent that Contractor can demonstrate, to the Using Agency's satisfaction, that the cause was not due to Contractor Resources or to Contractor's action or inaction.

2.13. Cooperation with Using Agency's Third Party Contractors. Contractor shall cooperate with all Third Party Contractors to coordinate its performance of the Services with the services and systems of such Third Party Contractors. Subject to reasonable confidentiality requirements, such cooperation shall include providing: (a) applicable written information, standards and policies concerning any or all of the systems, data, computing environment, and technology direction used in performing the Services so that the goods and services provided by the Third Party Contractor may work in conjunction with or be integrated with the Services; (b) assistance and support services to such Third Party Contractors; (c) Contractor's quality assurance, its development and performance acceptance testing and the applicable requirements of any necessary interfaces for the Third Party Contractor's work product; (d) applicable written requirements of any necessary modifications to the systems or computing environment; and (e) access to and use of the Contractor's Assets as mutually agreed upon by the Using Agency and Contractor (such agreement not to be unreasonably withheld or delayed) and subject to the Third Party Contractor's agreement to comply with Contractor's applicable standard

security policies.

2.14. Procurement Assistance. At any time during the Agreement, Contractor shall, as requested by the Using Agency, reasonably cooperate and assist the Using Agency with any Using Agency procurement relating to any of the Services or replacing the Services, including: (a) providing information, reports and data for use in the Using Agency's procurement or transition to a subsequent Third Party Contractor; (b) answering Third Parties' and Using Agency's questions regarding the procurement and Services transition; and (c) allowing Third Parties participating in the Using Agency's procurement to perform reasonable, non-disruptive due diligence activities in respect of the relevant Services, including providing reasonable access to Key Personnel.

3. WARRANTIES

3.1. Compliance with Law and Regulations. Contractor represents and warrants that it shall perform its obligations under this Agreement in accordance with all Laws applicable to Contractor and its business, including Laws applicable to the manner in which the Services are performed, including any changes in such Laws. With respect to laws governing data security and privacy, the term 'Contractor Laws' shall include any Laws that would be applicable to Contractor if it, rather than the Using Agency, were the owner or data controller of any of the Using Agency Data in its possession or under its control in connection with the Services. Contractor also represents and warrants that it shall identify, obtain, keep current, and provide for Contractor's inspection, all necessary licenses, approvals, permits, authorizations, visas and the like as may be required from time to time under Contractor Laws for Contractor to perform the Services.

3.2. Non-Infringement. Contractor represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret or other proprietary rights of any Third Party.

3.3. Contractor Materials and Third Party Intellectual Property. Contractor represents and warrants that it owns, or is authorized to use, all Contractor Intellectual Property, Contractor IP Materials and Contractor-provided Third Party Intellectual Property.

3.4. Developed Software. Contractor represents and warrants that all Developed Software shall be free from material errors in operation and performance, shall comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such Developed Software by the Using Agency; provided, however, for Developed Software that executes on a monthly or less frequent basis (e.g., quarterly or annual cycle), such warranty period will commence on the date of first execution of such Software. Any repairs made to Developed Software pursuant to this Section shall receive a new twelve (12) month warranty period in accordance with the terms of this Section.

3.5. No Open Source. Contractor represents and warrants that Contractor has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Deliverables or Software, (ii) distributed Open Source Materials in conjunction with any Deliverables or Software, or (iii) used Open Source Materials, in such a way that, with respect to the foregoing (i), (ii), or (iii), creates obligations for the Contractor with respect to any material Deliverables or grant, or purport to grant, to any Third Party, any rights or immunities under any material Deliverables (including, but not limited to, using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other material Software included in Deliverables incorporated into,

derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no charge).

3.6. Access to Using Agency Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Using Agency's access to and retrieval of Using Agency Data. Contractor acknowledges that Using Agency Data may be Public Records and that any person who knowingly, without lawful authority and with the intent to defraud any party, public officer, or entity, alters, destroys, defaces, removes, or conceals any Public Record commits a Class 4 felony.

3.7. Viruses. Contractor represents and warrants that it has not knowingly provided, and will not knowingly provide, to the Using Agency in connection with the Services, any Software that uses Illicit Code. Contractor represents and warrants that it has not and will not introduce, invoke or cause to be invoked such Illicit Code in any Using Agency IT environment at any time, including upon expiration or termination of this Agreement for any reason, without the Using Agency's prior written consent. If Contractor discovers that Illicit Code has been introduced into Software residing on Equipment hosted or supported by Contractor, Contractor shall, at no additional charge, (a) immediately undertake to remove such Illicit Code, (b) promptly notify the Using Agency in writing of the introduction, and (c) use reasonable efforts to correct and repair any damage to Using Agency Data or Software caused by such Illicit Code and otherwise assist the Using Agency in mitigating such damage and restoring any affected Service, Software or Equipment.

3.8. Resale of Equipment and Software. If Contractor resells to the Using Agency any Equipment or Software that Contractor purchased from a Third Party, then Contractor, to the extent it is legally able to do so, shall pass through any such Third Party warranties to the Using Agency and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

3.9. Data Security. Contractor warrants and represents that (i) the performance of the Services shall not permit any unauthorized access to or cause any loss or damage to Using Agency Data, Using Agency Intellectual Property, or other Using Agency Confidential Information; and (ii) it complies and shall comply with all Using Agency security policies in place from time to time during the term of this Agreement.

4. INTELLECTUAL PROPERTY

4.1. Using Agency Intellectual Property. The Using Agency retains all right, title and interest in and to all Using Agency Intellectual Property and Using Agency IP Materials. To the extent the Using Agency may grant such license, Contractor is granted a worldwide, fully paid-up, nonexclusive license during the term of this Agreement to use, copy, maintain, modify, enhance and create derivative works of the Using Agency Intellectual Property and Using Agency IP Materials that are necessary for performing the Services, and that are explicitly identified in writing by the Using Agency's Chief Information Officer, for the sole purpose of performing the Services pursuant to this Agreement. Contractor shall not be permitted to use any of the Using Agency Intellectual Property or Using Agency IP Materials for the benefit of any entities other than the Using Agency. Contractor shall cease all use of the Using Agency Intellectual Property and Using Agency IP Materials upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement or relevant Services under this

Agreement, Contractor shall return to the Using Agency all the Using Agency Intellectual Property, Using Agency IP Materials and copies thereof possessed by Contractor.

4.2. Developed Intellectual Property. As between the Parties, the Using Agency shall have all right, title and interest in all Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the Using Agency without further consideration all of its right, title and interest in such Developed Intellectual Property, including all rights of patent, copyright, trade secret or other proprietary rights in such materials, which assignment shall be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the Using Agency may reasonably request, to perfect the Using Agency's ownership of any such Developed Intellectual Property. Contractor shall secure compliance with this Section by any personnel, employees, contractors or other agents of Contractor and its Subcontractors involved directly or indirectly in the performance of Services under this Agreement.

4.3. Contractor Intellectual Property. Contractor retains all right, title and interest in and to Contractor Intellectual Property and Contractor IP Materials that Contractor developed before or independently of this Agreement. Contractor grants to the Using Agency, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, and create derivative works based upon Contractor Intellectual Property and Contractor IP Materials, in any media now known or hereafter known, to the extent the same are embodied in the Services and Deliverables, or otherwise required to exploit the Services or Deliverables. During the term of this Agreement and immediately upon any expiration or termination thereof for any reason, Contractor will provide to the Using Agency the most current copies of any Contractor IP Materials to which the Using Agency has rights pursuant to the foregoing, including any related documentation. Contractor bears the burden to prove that Intellectual Property and IP Materials related to this Agreement were not created under this Agreement.

4.4. Third Party Intellectual Property. Contractor shall not introduce into the Using Agency's environment any Third Party Intellectual Property or otherwise use such Third Party Intellectual Property to perform the Services without first obtaining the prior written consent from the Using Agency's Chief Information Officer, which the Using Agency may give or withhold in its sole discretion. A decision by the Using Agency to withhold its consent shall not relieve Contractor of any obligation to perform the Services.

4.5. Residual Knowledge. Nothing contained in this Agreement shall restrict either Contractor or Using Agency from the use of any ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques relating to the Services which either Contractor or Using Agency, individually or jointly, develops or discloses under this Agreement, provided that in doing so Contractor or Using Agency does not breach its respective obligations under Section 5 relating to confidentiality and non-disclosure and does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 4, neither this Agreement nor any disclosure made hereunder grants any license to either Contractor or Using Agency under any Intellectual Property rights of the other.

4.6. Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP Materials. Except as explicitly set forth

elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include the right of use by Third Party Contractors for the benefit of the Using Agency, the right to make backup copies for backup purposes or as may be required by the Using Agency's Business Continuity Plan or Disaster Recovery Plan, the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements, and the right to give reasonable approval before Contractor changes Contractor-Provided Software in a manner that materially and negatively impacts the Using Agency.

5. USING AGENCY DATA AND CONFIDENTIALITY

5.1. Property of Using Agency. All Using Agency Confidential Information, including without limitation Using Agency Data, shall be and remain the sole property of the Using Agency. Contractor shall not utilize the Using Agency Data or any other Using Agency Confidential Information for any purpose other than that of performing the Services under this Agreement. Contractor shall not, and Contractor shall ensure that its Subcontractors, its employees, or agents do not, possess or assert any lien or other right against or to the Using Agency Data or any other Using Agency Confidential Information. Without the Using Agency's express written permission, which the Using Agency may give or withhold in its sole discretion, no Using Agency Data nor any other Using Agency Confidential Information, or any part thereof, shall be disclosed, shared, sold, assigned, leased, destroyed, altered, withheld, or otherwise restricted of by Contractor or commercially exploited by or on behalf of Contractor, its employees, Subcontractors or agents.

5.2. Acknowledgment of Importance of Using Agency Confidential Information. Contractor acknowledges the importance of Using Agency Confidential Information, including without limitation Using Agency Data, to the Using Agency and, where applicable, Third Party proprietors of such information, and recognizes that the Using Agency and/or Third Party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

5.3. Return of Using Agency Data and Other Using Agency Confidential Information. Upon the Using Agency's request, at any time during this Agreement or at termination or expiration of this Agreement, Contractor shall promptly return any and all requested Using Agency Data and all other requested Using Agency Confidential Information to the Using Agency or its designee in such a format as the Using Agency may reasonably request. Contractor shall also provide sufficient information requested by the Using Agency about the format and structure of the Using Agency Data to enable such data to be used in substantially the manner in which Contractor utilized such data. Also upon Using Agency's request, in lieu of return or in addition to return, Contractor shall destroy Using Agency Data and other Using Agency Confidential Information, sanitize any media upon which such the aforementioned resided using a process that meets or exceeds DoD 5220.28-M 3-pass specifications, and provide documentation of same within 10 days of completion, all in compliance with Using Agency's policies and procedures as updated. All other materials which contain Using Agency Data and other Using Agency Confidential Information shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88; and upon Using Agency request, Contractor shall provide Using Agency with a certificate of destruction in compliance with NIST Special Publication 800-88. Contractor shall be relieved from its obligation to perform any Service to the extent the return of any Using Agency Data or other Using Agency Confidential Information at the Using Agency's request under this Section materially impacts Contractor's ability to perform such Service; provided, that Contractor gives the Using Agency notice of the impact of the return and continues to use reasonable efforts to perform.

5.4. Public Records. Contractor will adhere to all Laws governing Public Records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor shall: (a) store Using Agency Data in such a way that each record is individually accessible for the length of the Using Agency's scheduled retention; (b) retain a minimum of two total copies of all Using Agency Data; (c) retain Using Agency Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (d) store and access Using Agency Data in a manner allowing individual records to maintain their relationships with one another; (e) capture relevant structural, descriptive, and administrative metadata to Using Agency Data at the time a record is created or enters the control of Contractor or its Subcontractors.

5.5. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose Using Agency Data or other Using Agency Confidential Information in accordance with a requirement or request by operation of Law, regulation or court order, Contractor shall, except to the extent prohibited by law: (a) advise the Using Agency thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful and reasonably practical; (c) afford the Using Agency a reasonable opportunity to intervene in the proceedings; and (d) comply with the Using Agency's requests as to the manner and terms of any such disclosure.

5.6. Loss of Using Agency Confidential Information. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure or loss of, or inability to account for, any Using Agency Confidential Information, Contractor shall promptly, at its own expense: (a) notify the Using Agency in writing; (b) take such actions as may be necessary or reasonably requested by the Using Agency to minimize the violation; and (c) cooperate in all reasonable respects with the Using Agency to minimize the violation and any damage resulting therefrom.

5.6. Undertakings With Respect To Personnel. Contractor acknowledges and agrees that it is responsible for the maintenance of the confidentiality of Using Agency Data and other Using Agency Confidential Information by Contractor Personnel. Without limiting the generality of the foregoing, Contractor shall undertake to inform all Contractor Personnel of Contractor's obligations with respect to Using Agency Data and other Using Agency Confidential Information and shall undertake to ensure that all Contractor Personnel comply with Contractor's obligations with respect to same.

5.7. Background Checks of Contractor Personnel. Whenever the Using Agency deems it reasonably necessary for security reasons, the Using Agency or its designee may conduct, at its expense, criminal and driver history background checks of Contractor Personnel. Contractor and its Subcontractors shall immediately reassign any individual who, in the opinion of the Using Agency, does not pass the background check.

5.8. Contractor Confidential Information. Using Agency shall use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as Using Agency employs to avoid unauthorized disclosure, publication or dissemination of its Using Agency Confidential Information of like character.

6. DATA SECURITY AND PRIVACY

6.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use

network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor shall, at a minimum, encrypt all Personal Information in-transit and at-rest. Contractor shall perform all Services utilizing security technologies and techniques and in accordance with industry leading practices and the Using Agency's security policies, procedures and other requirements made available to Contractor in writing, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

6.2. General Compliance. Contractor shall comply with all applicable Laws, regulatory requirements and codes of practice in connection with all capturing, processing, storing and disposing of Personal Information by Contractor pursuant to its obligations under this Agreement and applicable Data Protection Laws and shall not do, or cause or permit to be done, anything that may cause or otherwise result in a breach by the Using Agency of the same. Contractor and all Contractor Personnel shall comply with all the Using Agency policies and procedures regarding data access, privacy and security.

6.3. Security. Contractor shall establish and maintain reasonable and appropriate physical, logical, and administrative safeguards to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. Such safeguards shall be deemed reasonable and appropriate if established and maintained with the more rigorous of: (a) the Using Agency Policies as updated; (b) the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets as updated; (c) security standards provided by Contractor to its other customers at no additional cost to such customers, as updated; or (d) compliance with the then-current NIST 800-series standards and successors thereto or an equivalent, generally accepted, industry-standard security standards series.

6.4. Written Information Security Program. Contractor shall establish and maintain a WISP designed to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information. Contractor's WISP shall include Data Breach procedures and annual Data Breach response exercises. Contractor's WISP shall be reasonably detailed and shall be subject to the Using Agency's reasonable approval.

6.5. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information received from or on behalf of the Using Agency for purposes of, and necessary to, performing the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements concerning access protection and data/software security consistent with this Agreement.

6.6. Information Access. Contractor shall not attempt to or permit access to any Using Agency Data or other Using Agency Confidential Information by any unauthorized individual or entity. Contractor shall provide each of the Contractor Personnel, Subcontractors and agents only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor shall, upon request from the Using Agency, provide the Using Agency with an

updated list of those Contractor Personnel, Subcontractors and agents having access to Using Agency Data and other Using Agency Confidential Information and the level of such access. Contractor shall maintain written policies that include auditing access levels and terminating access rights for off-boarded Contractor Personnel, Subcontractors and agents.

6.7. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor shall execute a Business Associate Agreement in a form provided by the Using Agency.

6.8. Criminal Justice Information. If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor shall execute an addendum to this Agreement governing the Contractor's access to such Criminal Justice Information in a form provided by the Using Agency.

6.9. Cardholder Data. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor shall tender to Using Agency a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

6.10. Encryption Requirement. Contractor shall encrypt all Personal Information and all other Using Agency Confidential Information the disclosure of which would reasonably threaten the confidentiality and security of Using Agency Data. Contractor shall encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor shall not deviate from this encryption requirement without the advance, written approval of the Using Agency's Information Security Office.

6.11. Using Agency Security. Contractor shall notify the Using Agency if it becomes aware of any Using Agency security practices or procedures (or any lack thereof) that Contractor believes do not comport with generally accepted security policies or procedures.

6.12. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Information, it shall act only on instructions and directions from the Using Agency; *provided, however*, that Contractor shall notify the Using Agency if it receives instructions or directions from the Using Agency that Contractor believes do not comport with generally accepted security policies or procedures and the Using Agency shall determine whether to modify such instructions or have Contractor comply with such instructions unchanged.

6.13. Data Subject Right of Access and Rectification. If the Using Agency is required to provide or rectify information regarding an individual's Personal Information, Contractor will reasonably cooperate with the Using Agency to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor shall notify the Using Agency of such request as soon as reasonably practicable.

6.14. Security, Privacy and Data Minimization in Software Development Life Cycle. Contractor shall implement an industry-recognized procedure that addresses the security and privacy of Personal Information as part of the software development life cycle in connection with the performance of the Services. Contractor shall implement procedures to minimize the collection of Personal Information and

shall, subject to Using Agency's written request to the contrary, minimize the collection of Personal Information.

6.15. Advertising and Sale of Using Agency Data. Nothing in this Agreement shall be construed to limit or prohibit a Using Agency's right to advertise, sell or otherwise distribute Using Agency Data as permitted by the Cook County Code of Ordinances.

7. DATA SECURITY BREACH

7.1. Notice to Using Agency. Contractor shall provide to the Using Agency written notice of such Data Security Breach promptly following, and in no event later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail the nature of the Using Agency Data that may have been exposed, and, if applicable, any persons whose Personal Information may have been affected, or exposed by such Data Security Breach. Contractor shall not make any public announcements relating to such Data Security Breach without the Using Agency's prior written approval.

7.2. Data Breach Responsibilities. If Contractor knows or has reason to know that a Data Security Breach has occurred (or potentially has occurred), Contractor shall: (a) reasonably cooperate with the Using Agency in connection with the investigation of known and suspected Data Security Breaches; (b) perform any corrective actions that are within the scope of the Services; and (c) at the request and under the direction of the Using Agency, take any all other remedial actions that the Using Agency deems necessary or appropriate, including without limitation, providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or not such notice is required by Law.

7.3. Data Breach Exercises. Contractor shall conduct annual Data Breach exercises. Upon Using Agency request, Contractor shall coordinate its exercises with the Using Agency.

7.4. Costs. The costs incurred in connection with Contractor's obligations set forth in Section 7 or Using Agency's obligations under relevant Data Security Laws shall be the responsibility of the Party whose acts or omissions caused or resulted in the Data Security Beach and may include without limitation: (a) the development and delivery of legal notices or reports required by Law, including research and analysis to determine whether such notices or reports may be required; (b) examination and repair of Using Agency Data that may have been altered or damaged in connection with the Data Security Breach, (c) containment, elimination and remediation of the Data Security Breach, and (d) implementation of new or additional security measures reasonably necessary to prevent additional Data Security Breaches; (e) providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or required by Law; (f) the establishment of a toll-free telephone number, email address, and staffing of corresponding communications center where affected persons may receive information relating to the Data Security Breach; (g) the provision of one (1) year of credit monitoring/repair and/or identity restoration/insurance for affected persons.

8. AUDIT RIGHTS

8.1. Generally. Contractor and its Subcontractors shall provide access to any records, facilities, personnel, and systems relating to the Services, at any time during standard business hours, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, test, and verify: (a) the availability, integrity and confidentiality of Using Agency Data

and examine the systems that process, store, support and transmit Using Agency Data; (b) controls placed in operation by Contractor and its Subcontractors relating to Using Agency Data and any Services; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of the Services in accordance with the Agreement. The aforementioned Using Agency audit rights include the Using Agency's right to verify or conduct its own SOC 2 audits.

8.2. Security Audits. Contractor shall perform, at its sole cost and expense, a security audit no less frequently than every twelve (12) months. The security audit shall test Contractor's compliance with security standards and procedures set forth in: (a) this Agreement, (b) the Standards and Procedures Manual, and (c) any security standards and procedures otherwise agreed to by the Parties.

8.3. Service Organization Control (SOC 2), Type II Audits. Contractor shall, at least once annually in the fourth (4th) calendar quarter and at its sole cost and expense, provide to the Using Agency and its auditors a Service Organization Control (SOC 2), Type II report for all locations at which the Using Agency Data is processed or stored.

8.4. Audits Conducted by Contractor. Contractor promptly shall make available to the Using Agency the results of any reviews or audits conducted by Contractor and its Subcontractors, agents or representatives (including internal and external auditors), including SOC 2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement. To the extent that the results of any such audits reveal deficiencies or issues that impact the Using Agency or the Services, Contractor shall provide the Using Agency with such results promptly following completion thereof.

8.5. Internal Controls. Contractor shall notify the Using Agency prior to modifying any of its internal controls that impact the Using Agency, the Services and/or Using Agency Data and shall demonstrate compliance with this Agreement.

8.6. Subcontractor Agreements. Contractor shall ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the Using Agency's audit rights.

9. RIGHT TO EXIT ASSISTANCE

9.1. Payment for Exit Assistance Services. Exit Assistance Services shall be deemed a part of the Services and included within the Contractor's fees under this Agreement, except as otherwise detailed in this Agreement.

9.2. General. Upon Using Agency's request in relation to any termination, regardless of reason, or expiration of the Agreement, in whole or in part, Contractor shall provide the Using Agency and each of its designees Exit Assistance Services. During the Exit Assistance Period, Contractor shall continue to perform the terminated Services except as approved by the Using Agency and included in the Exit Assistance Plan. Contractor's obligation to provide the Exit Assistance Services shall not cease until the Services have been completely transitioned to the Using Agency or the Using Agency's designee(s) to the Using Agency's satisfaction.

9.3. Exit Assistance Period. Contractor shall: (a) commence providing Exit Assistance Services at the Using Agency's request (i) up to six (6) months prior to the expiration of the Agreement,

or (ii) in the event of termination of the Agreement or any Services hereunder, promptly following receipt of notice of termination from the Party giving such notice (such date notice is received, the "Termination Notice Date"), and (b) continue to provide the Exit Assistance Services through the effective date of termination or expiration of the Agreement or the applicable terminated Services (as applicable, the "Termination Date") (such period, the "Exit Assistance Period"). At the Using Agency's option, the Exit Assistance Period may be extended for a period of up to twelve (12) months after the Termination Date. The Using Agency shall provide notice regarding its request for Exit Assistance Services at least sixty (60) days prior to the date upon which the Using Agency requests that Contractor commence Exit Assistance Services unless such time is not practicable given the cause of termination.

9.4. Manner of Exit Assistance Services. Contractor shall perform the Exit Assistance Services in a manner that, to the extent the same is within the reasonable control of Contractor: (a) is in accordance with the Using Agency's reasonable direction; (b) is in cooperation with, and causes its Subcontractors to cooperate with, the Using Agency and the Using Agency's designee(s); (c) supports the efficient and orderly transfer of the terminated Services to the Using Agency; (d) minimizes any impact on the Using Agency's operations; (e) minimizes any internal and Third Party costs incurred by the Using Agency and the Using Agency's designee(s); and (f) minimizes any disruption or deterioration of the terminated Services. Exit Assistance Plan. Contractor shall develop and provide to the Using Agency, subject to the Using Agency's approval and authorization to proceed, an Exit Assistance Plan that shall: (a) describe responsibilities and actions to be taken by Contractor in performing the Exit Assistance Services; (b) describe in detail any Using Agency Responsibilities which are necessary for Contractor to perform the Exit Assistance Services; (c) describe how any transfer of Assets and any novation, assignment or transfer of contracts will be achieved during the Exit Assistance Period; (d) detail the return, and schedule for return, of Using Agency Data and other Using Agency-specific information to be provided; (e) set out the timetable for the transfer of each element of the terminated Services (including key milestones to track the progress); (f) identify a responsible party for each service, task and responsibility to be performed under the Exit Assistance Plan; and (g) specify reasonable acceptance criteria and testing procedures to confirm whether the transfer of the terminated Services has been successfully completed. Following the Using Agency's approval of, and authorization to proceed with the final Exit Assistance Plan, Contractor will perform the Exit Assistance Services in accordance with the Exit Assistance Plan.

9.6. Exit Assistance Management. Within the first thirty (30) days of the Exit Assistance Period, Contractor will appoint a senior project manager to be responsible for, and Contractor's primary point of contact for, the overall performance of the Exit Assistance Services. Upon Using Agency request, Contractor will provide individuals with the required expertise to perform Exit Assistance Services, even if those individuals are not currently performing Services. Contractor will promptly escalate to the Using Agency any failures (or potential failures) regarding the Exit Assistance Services. Contractor will meet weekly with the Using Agency and provide weekly reports describing: the progress of the Exit Assistance Services against the Exit Assistance Plan; any risks encountered during the performance of the Exit Assistance Services; and proposed steps to mitigate such risks. The Using Agency may appoint, during the Exit Assistance Period, a Using Agency designee to be the Using Agency's primary point of contact and/or to operationally manage Contractor during the Exit Assistance Period.

9.7. Removal of Contractor Materials. Contractor shall be responsible at its own expense for de-installation and removal from the Using Agency Facilities any Equipment owned or leased by Contractor that is not being transferred to the Using Agency under the Agreement subject to the Using

Agency's reasonable procedures and in a manner that minimizes the adverse impact on the Using Agency. Prior to removing any documents, equipment, software or other material from any Using Agency Facility, Contractor shall provide the Using Agency with reasonable prior written notice identifying the property it intends to remove. Such identification shall be in sufficient detail to apprise the Using Agency of the nature and ownership of such property.

9.8. Using Agency-specific Information. Upon Using Agency's request, Contractor will specifically provide to the Using Agency the following Using Agency Data to relating to the Services: (a) SLA statistics, reports and associated raw data; (b) operational logs; (c) the Standards and Procedures Manual; (d) Incident and Problem logs for at least the previous two (2) years; (e) security features; (f) passwords and password control policies; (g) identification of work planned or in progress as of the Termination Date, including the current status of such work and projects; and (h) any other information relating to the Services or the Using Agency's IT or operating environment which would be required by a reasonably skilled and experienced Contractor of services to assume and to continue to perform the Services following the Termination Date without disruption or deterioration. This section shall not limit any other rights and duties relating to Using Agency Data.

9.9. Subcontractors and Third Party Contracts. For each contract for which Using Agency has an option to novate or transfer, Contractor will supply the following information upon Using Agency's request: (a) description of the goods or service being provided under the contract; (b) whether the contract exclusively relates to the Services; (c) whether the contract can be assigned, novated or otherwise transferred to the Using Agency or its designee and any restrictions or costs associated with such a transfer; (d) the licenses, rights or permissions granted pursuant to the contract by the Third Party; (e) amounts payable pursuant to the terms of such contract; (f) the remaining term of the contract and termination rights; and (g) contact details of the Third Party. Contractor's agreements with Third Parties that predominantly or exclusively relate to this Agreement shall not include any terms that would restrict such Third Parties from entering into agreements with the Using Agency or its designees as provided herein.

9.10. Knowledge Transfer. As part of the Exit Assistance Services and upon Using Agency's reasonable request, Contractor will provide knowledge transfer services to the Using Agency or the Using Agency's designee to allow the Using Agency or such designee to fully assume, become self-reliant with respect to, and continue without interruption, the provision of the terminated Services. Contractor shall: allow personnel of the Using Agency or the Using Agency's designee to work alongside Contractor Personnel to shadow their role and enable knowledge transfer; answer questions; and explain procedures, tools, utilities, standards and operations used to perform the terminated Services.

9.11. Change Freeze. Unless otherwise approved by the Using Agency or required on an emergency basis to maintain the performance of the Services in accordance with the Performance Standards and SLAs, during the Exit Assistance Period, Contractor will not make or authorize material Changes to: (a) the terminated Services, including to any Equipment, Software or other facilities used to perform the terminated Services; and (b) any contracts entered into by Contractor that relate to the Services (including contracts with Subcontractors).

9.12. Software Licenses. If and as requested by the Using Agency as part of the Exit Assistance Services, Contractor shall: (a) re-assign licenses to the Using Agency or the Using Agency's

designee any licenses for which Contractor obtained Required Consents; (b) grant to the Using Agency, effective as of the Termination Date, at no cost to the Using Agency, a license under Contractor's then-current standard license terms made generally available by Contractor to its other commercial customers in and to all Contractor-Provided Software that constitutes generally commercially available Software that was used by Contractor on a dedicated basis to perform the Services and is reasonably required for the continued operation of the supported environment or to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and with respect to such Software, Contractor shall offer to the Using Agency maintenance (including all enhancements and upgrades) at the lesser of a reasonable rate or the rates Contractor offers to other commercial customers for services of a similar nature and scope; (c) grant to the Using Agency, effective as of the Termination Date, a non-exclusive, non-transferable, fully-paid, royalty-free, perpetual, irrevocable, worldwide license following expiration of the Exit Assistance Period in and to all Contractor-Provided Software that does not constitute generally commercially available Software that is incorporated into the supported environment, which license shall extend only to the use of such Software by the Using Agency or its designee (subject to Contractor's reasonable confidentiality requirements) to continue to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and (d) provide the Using Agency with a copy of the Contractor-Provided Software described in this Section in such media as requested by the Using Agency, together with object code and appropriate documentation.

10. MISCELLANEOUS

10.1. Survival. Sections 1 (Definitions for Special Conditions), 4 (Intellectual Property), 7 (Data Security Breach), and 8 (Audit Rights) shall survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 5 (Using Agency Data and Confidentiality) and 10 (Miscellaneous) shall survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of Using Agency Confidential Information as required by this Agreement.

10.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC shall expressly include Using Agency and vice versa.

10.3. No Waiver of Tort Immunity. Nothing in this Agreement waives immunity available to the Using Agency under Law, including under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

10.4. No Click-Wrap or Incorporated Terms. The Using Agency is not bound by any content on the Contractor's website, in any click-wrap, shrink-wrap, browse-wrap or other similar document, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Using Agency has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by the County's Chief Procurement Officer.

10.5. Change Requests. Except as otherwise set forth in this Agreement, this Section 10.5 shall govern all Change Requests and Change Orders. If either Party believes that a Change Order is necessary or desirable, such Party shall submit a Change Request to the other. Contractor represents to Using Agency that it has factored into Contractor's fees adequate contingencies for *de minimis* Change Orders. Accordingly, if Change Requests are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of other than a *de minimis* deviation from the scope of the Services and/or Deliverables, Contractor shall provide Using Agency with written notification of such other deviation within five (5) business days after receipt of the Change Request. In the event of a Using Agency-initiated Change Request, within five (5) business days of Contractor's receipt of such Change Request, Contractor shall provide to Using Agency a written statement describing in detail: (a) the reasonably anticipated impact on any Services and Deliverables as a result of the Change Request including, without limitation, Changes in Software and Equipment, and (b) the fixed cost or cost estimate for the Change Request. If Licensor submits a Change Request to Customer, such Change Request shall include the information required for a Change Response.

10.6. Change Orders. Any Change Order that increases the cost or scope of the Agreement, or that materially affects the rights or duties of the Parties as set forth the Agreement, must be agreed upon by the Using Agency in a writing executed by the County's Chief Procurement Officer. In all cases, the approval of all Change Requests and issuance of corresponding Change Orders must comply the County's Procurement Code. If either Party rejects the other's Change Request, Contractor shall proceed to fulfill its obligations under this Agreement.

CONTRACT NO. 1626-15541
ESRI Contract No. 308640

EXHIBIT "E"

MBE/WBE COMMITMENT AND UTILIZATION PLAN



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

September 26, 2016

Ms. Shannon E. Andrews
Chief Procurement Officer
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1625-15667
Geospatial Enterprise Software Licensing, Maintenance and Accompanying Services
Bureau of Technology

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: Environmental Systems Research Institute, Inc. (ESRI)

Contract Value: \$9,150,000.00

Contract Goal: 35% overall MBE/ WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment*</u>
Scarfe Consulting, LLC	WBE (7)	Cook County	35% (Direct)

*The percentage reflects the participation level based on the total professional services amount.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ate

Cc: Hermine Wise, OCPO
Amber Knapp, BOT

TONI PRECKWINKLE

PRESIDENT
Cook County Board
of Commissioners

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Scarfe Consulting, LLC.

Certifying Agency: Cook County, IL

Contact Person: Danielle Scarfe

Certification Expiration Date: November 6, 2020

Address: 60 West Terra Cotta Avenue, #239

Ethnicity: Caucasian

City/State: Crystal Lake, IL Zip: 60014

Bid/Proposal/Contract #: Cook County Contract No. 1626-15541

Phone: (815) 970-2418 Fax: _____

FEIN #: 03-0418566

Email: dscarfe@dsgis.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Geographic Information Systems (GIS), Strategic Planning, Project Management, Business Process Analysis, Application Requirements and Design Services.

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services: 35% of the total amount of funds utilized for Professional Services during the 5 year term of the ELA as detailed in Esri's Minority Business Enterprises and Women-Owned Business Enterprises Utilization Plan dated September 8, 2016.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (M/WBE)

[Signature]
Signature (Firm Bidder/Proposer)
William C. Fleming
Managing Business Attorney

Danielle Scarfe
Print Name

Print Name

Scarfe Consulting, LLC.
Firm Name

Environmental Systems Research Institute, Inc.
Firm Name

SEPTEMBER 12, 2016
Date

SEP 14 2016
Date

Subscribed and sworn before me

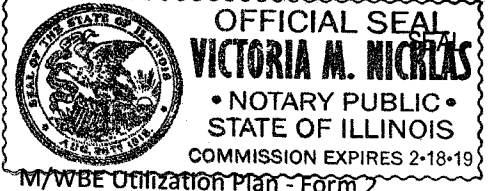
Subscribed and sworn before me

this 12 day of September, 2016

this ___ day of _____, 20__.

Notary Public Victoria M. Nicklas

Notary Public Sec attached per CA state law.



SEAL



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60620 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

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15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

November 6, 2015

Ms. Danielle S. Scarfe

President

Scarfe Consulting, LLC

60 West Terra Cotta Avenue, # 239

Crystal Lake, IL 60014

Annual Certification Expires: November 6, 2016

Dear Ms. Scarfe:

Congratulations on your continued eligibility for Certification as a Women Business Enterprise (WBE) by Cook County Government. This WBE Certification is valid until **November 6, 2020**.

As a condition of continued certification during this five (5) year period, you must file a "**No Change Affidavit**" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such changes.

Cook County Government may commence action to remove your firm as a WBE vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/ or Veteran Business Enterprise in the area(s) of specialty:

TECHNOLOGY: GEOGRAPHIC INFORMATION SYSTEMS CONSULTING; PROJECT MANAGEMENT, DESIGN AND IMPLEMENTATION

Your firm's participation on County contracts will be credited toward **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez

Contract Compliance Director

JG/ehw

2020

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**
- (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**
- (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CONTRACT NO. 1626-15541
ESRI Contract No. 308640

EXHIBIT "F"
COOK COUNTY TRAVEL POLICY



**COOK COUNTY
TRANSPORTATION
EXPENSE REIMBURSEMENT
AND TRAVEL REGULATIONS
POLICY**

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

- A. Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.

- B. In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

SECTION II. GUIDELINES

A. Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

***Example:** An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.*

B. Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

C. Temporary and Minor Assignments (mileage between temporary duty points)

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

D. General Guidelines

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

B. Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

C. Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

SECTION IV. COUNTY-OWNED AUTOMOBILE

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

COOK COUNTY TRAVEL REGULATIONS

SECTION I TRAVEL EXPENSES

- A. Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

SECTION II RESPONSIBILITY OF DEPARTMENT HEAD

- A. The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B. All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C. Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D. The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

SECTION III ALLOWABLE TRANSPORTATION EXPENSE

- A. Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B. All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

SECTION VII LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

B. Travel Without Lodging

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

C. Reimbursable Expenses

1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

<u>Reimbursable</u>	<u>Non-Reimbursable</u>
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

SECTION VIII CONFERENCES

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

B. Conference and Travel Reimbursement Voucher Preparation

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

C. Approval and Submission of Invoice Form

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

D. Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

CONTRACT NO. 1626-15541
ESRI Contract No. 308640

EXHIBIT "G"
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION PAGES

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyiil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None.	
_____	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
Yes: _____ No: X

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

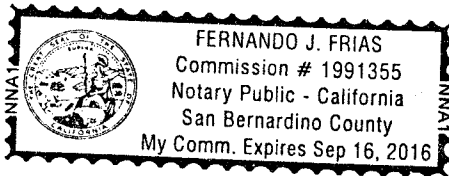
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of San Bernardino

Subscribed and sworn to (or affirmed) before me
 on this 13 day of September, 2016,
 by Chris Johnson
Date Month Year

(1) _____
Name(s) of Signer(s)

(and (2) _____),
 proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.



Signature *Fernando J. Frias*
Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Environmental Systems Research Institute, Inc.

D/B/A: _____ FEIN NO.: 95-2775-732

Street Address: 380 New York Street

City: Redlands State: CA Zip Code: 92373

Phone No.: (909) 793-2853 Fax Number: _____ Email: _____

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

- 1. An Applicant for County Action and
- 2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name The Jack and Laura Dangermond Trust dated October 7, 2000

D/B/A: _____ FEIN NO.: 05-71664883

Street Address: Law Offices of John D. McAlearney, 650 East Hospitality Lane, Suite 470,

City: San Bernardino State: CA Zip Code: 92408

Phone No.: (909) 906-1066 Fax Number: _____ Email: _____

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Trust

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
"The Jack and Laura Dangermond Trust, October 7, 2000" owns 100% of the outstanding voting, equity securities of Environmental Systems Research Institute, Inc., and Jack and Laura Dangermond are the sole trustees.		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [X] No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Paul Jacob Dangermond	380 New York Street Redlands, CA 92373	President	
Laura Dangermond	380 New York Street Redlands, CA 92373	Vice President	
Donald J. Berry, Jr.	380 New York Street Redlands, CA 92373	Director of Operations	

Declaration (check the applicable box):

- [X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Chris Johnson

Manager, Commercial & Government Contracts

Name of Authorized Applicant/Holder Representative (please print or type)

Title

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me
this _____ day of _____, 20__.

My commission expires:

X See attached.

Notary Public Signature

Notary Seal

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

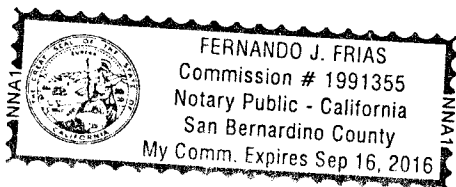
State of California
 County of San Bernardino

Subscribed and sworn to (or affirmed) before me
 on this 15 day of July, 2016,
 by Chris Johnson
Date Month Year

(1) _____

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature *Fernando J. Frias*
Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“Familial relationship” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Environmental Systems Research Institute, Inc.

Address of Person Doing Business with the County: 380 New York Street, Redlands, CA 92373

Phone number of Person Doing Business with the County: (909) 793-2853

Email address of Person Doing Business with the County: _____

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Chris Johnson, Manager, Commercial and Government Contracts. Tel. (909) 793-2853

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

County No. 1626-15541

The aggregate dollar value of the business you are doing or seeking to do with the County: \$9,190,000,000.

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Brandon Brooks, Special Assistant for Legal Affairs, Tel: (312) 603-1474, and Hermine Wise, Contract Negotiator, Office of the Chief Procurement Officer.

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Brandon Brooks, Special Assistant for Legal Affairs, Tel: (312) 603-1474.

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an **individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

X The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: County Contract No. 1626-15541

County Using Agency (requesting Procurement): Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Environmental Systems Research Institute, Inc.

Substantial Owner Complete Name: _____

FEIN# 95-2775732

Date of Birth: _____ E-mail address: _____

Street Address: 380 New York Street

City: Redlands State: CA Zip: 92373

Home Phone: (909) 793-2853 Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

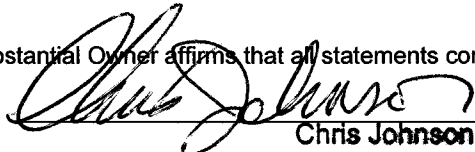
Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____



Date: 7/15/16

Chris Johnson

Name of Person signing (Print): Manager, Commercial & Government Contracts Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

X See attached.

Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Environmental Systems Research Institute, Inc.
Corporation's Name
(909) 793-2853
Telephone
[Signature]
Secretary Signature
Assistant Secretary **

Jack Dangermond **
President's Printed Name and Signature
Chris Johnson
Manager, Commercial & Government Contracts
[Signature]
Email
7/15/16
Date

Execution by LLC

LLC Name

Date

*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Date

Assumed Name (if applicable)

Telephone and Email

Subscribed and sworn to before me this
_____ day of _____, 20__.

My commission expires:

Notary Public Signature

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

** See attached Delegation of Authority authorizing execution by persons other than the President.

CONTRACT NO. 1626-15541
ESRI Contract No. 308640

EXHIBIT "H"
ESRI CERTIFICATE OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion B. Non-Owned Watercraft Less Than 75 Feet C. Aircraft Chartered With Pilot D. Damage To Premises Rented To You E. Increased Supplementary Payments F. Who Is An Insured – Employees And Volunteer Workers – First Aid G. Who Is An Insured – Employees – Supervisory Positions H. Who Is An Insured – Newly Acquired Or Formed Organizations I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises J. Blanket Additional Insured – Lessors Of Leased Equipment | <ul style="list-style-type: none"> K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement L. Blanket Additional Insured – Broad Form Vendors M. Who Is An Insured – Unnamed Subsidiaries N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures O. Medical Payments – Increased Limits P. Contractual Liability – Railroads Q. Knowledge And Notice Of Occurrence Or Offense R. Unintentional Omission S. Blanket Waiver Of Subrogation |
|--|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2., of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

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

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

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

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION

COMMERCIAL GENERAL LIABILITY

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:
6. Subject to 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The **Damage To Premises Rented To You Limit** will be:

- a. The amount shown for the **Damage To Premises Rented To You Limit** on the **Declarations** of this Coverage Part; or
- b. \$300,000 if no amount is shown for the **Damage To Premises Rented To You Limit** on the **Declarations** of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

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

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

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

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the DEFINITIONS Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

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

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED of the Commercial General Liability Coverage Form, and Paragraph 3. of SECTION II – WHO IS AN INSURED of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

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

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

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

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

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

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

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

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

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

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

COMMERCIAL GENERAL LIABILITY

Coverage under this provision does not apply to:

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

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

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

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

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

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

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

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

O. MEDICAL PAYMENTS – INCREASED LIMITS

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

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

- (a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

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

- c. Any easement or license agreement;

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

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- a. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company;

COMMERCIAL GENERAL LIABILITY

(iii) A trustee of any trust, or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs a. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

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

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

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

subsequent to the execution of the contract or agreement.

POLICY NUMBER: 6600130P85A

ISSUE DATE: 12-15-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30
NONRENEWAL: Number of Days Notice of Nonrenewal: 10

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

[Handwritten Signature]

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 9 DAY OF November, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
1626-15541

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

OCT 26 2016

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$9,150,000.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

[Handwritten Signature]

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

10/21/16

Date