



ENTERPRISE AGREEMENT

This Enterprise Agreement (“EA”) is by and between the organization identified in the signature line below with its principal place of business at the address provided below (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This EA sets forth the terms and conditions for Customer’s use of EA Products, Rolled-In Software, Unit-Priced Items, provision of Esri User Conference registrations, Training, and Services as specified herein and in the Proposal Letter. The rights granted in this EA apply only to the EA Products listed in the Proposal Letter.

This EA is comprised of the Proposal Letter and this Enterprise Agreement E512N document and incorporates by reference the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this EA, the order of precedence for the documents shall be as follows: (i) the Enterprise Agreement E512N document, (ii) the Master Agreement, and (iii) the Proposal Letter. For the avoidance of doubt, Article 5—Term, Termination, and Expiration of this EA supersedes any termination language in the Master Agreement for all items in the Proposal Letter.

If the Proposal Letter includes Services other than Maintenance, the applicable Services terms and conditions take precedence over the provisions of this EA with respect to those Services. Customer’s centralized point of contact identified in the Proposal Letter will approve work under the Advantage Program or Customer will notify Esri of an alternative contact.

This EA constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the EA Products, Training, and Services. Any modifications or amendments to this EA must be in writing and signed by an authorized representative of Customer and Esri.

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

ACCEPTED AND AGREED:

CITY OF KANSAS CITY, MISSOURI
(Customer or City)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Enterprise Agreement No. 00348292.0

Approved as to Form

Assistant City Attorney

1.0—DEFINITIONS

Capitalized terms used in this EA and Proposal Letter will have the same meaning they do in the Master Agreement. In addition, the following definitions apply to this EA:

- **“Affiliate”** means an affiliate of Customer, unless excluded in the Proposal Letter, that meets the following criteria: the affiliate (i) is a U.S. domestic subsidiary of Customer located in the United States; (ii) is more than fifty percent (50%) owned by Customer; (iii) is not a company in the business of offering geographic information system (GIS) software services to third parties; and (iv) is not ineligible to receive or have access to Esri products or services by operation of law, including U.S. export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.
- **“Authorized Entity”** means, if applicable, Affiliate when Customer is a commercial entity or Eligible Agency when Customer is a government entity.
- **“Case”** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- **“Deploy”, “Deployed” and “Deployment”** mean to redistribute and install the EA Products and related Authorization Codes within Customer’s organization and to Authorized Entities.
- **“EA Fee”** means the fee set forth in the EA Fee Schedule contained in the Proposal Letter.
- **“EA Maintenance”** means Tier 2 Support provided to Customer as described in Article 3—EA Maintenance.
- **“EA Products”** means the Products identified in the Proposal Letter, excluding Unit-Priced Items.
- **“Effective Date”** means the date specified in the Proposal Letter as the Effective Date and if no Effective Date is specified, the last date of signature on the Enterprise Agreement.
- **“Eligible Agency”** means the political subdivisions identified in the Proposal Letter.
- **“Master Agreement”** means the applicable master agreement incorporated by this reference that is either (i) the Master Agreement, Products and Services (E204) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement>; or (ii) a signed master agreement between Esri and Customer that supersedes such electronically acknowledged master agreement. If terms and conditions applicable for the use of EA Products or Services included in this EA are not found in the signed master agreement, including but not limited to the Advantage Program, such applicable terms and conditions will be supplemented as found in the Master Agreement, Products and Services (E204) at <https://www.esri.com/en-us/legal/terms/full-master-agreement>.
- **“Proposal Letter”** means the attached offer document that includes, at a minimum, the EA Products and EA Fee and may also include additional Esri Products and Services.
- **“Rolled-In Software”** means Products (excluding Term licenses or subscriptions) of the same type as EA Products that Customer acquired for use prior to the Effective Date, that are current on paid maintenance (as shown in Esri’s customer service records), and that receive EA Maintenance during the term of the EA. If this EA is extended or renewed, Rolled-In Software shall include EA Products Deployed prior to the then-current renewal period.
- **“Technical Support”** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of product corrections or modifications.
- **“Tier 1 Help Desk”** means Customer’s point of contacts in My Esri, including from Authorized Entities, to provide all Tier 1 Support within Customer’s organization and Authorized Entities.
- **“Tier 1 Support”** means the Technical Support provided by the Tier 1 Help Desk.

- **“Tier 2 Support”** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.
- **“Unit-Priced Items”** means optional Products or Services that are listed in the Proposal Letter as separately orderable for an additional fee. Pricing for Unit-Priced Items is valid for one (1) year from the Effective Date, unless a different duration is identified in the Proposal Letter.

2.0 —GRANT OF LICENSE

- 2.1 Grant of License.** Subject to the terms and conditions of this EA, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the EA Products listed in the Proposal Letter for the term of the EA (i) for the applicable EA Fee and (ii) in accordance with the Master Agreement. Unit-Priced Items and Rolled-In Software, if listed in the Proposal Letter, will be licensed in accordance with the Master Agreement. Beta licenses are not available under this EA as EA Products.
- 2.2 Authorized Entity Access.** Customer may permit Authorized Entities to use EA Products, provided Customer ensures that Authorized Entities use the EA Products in accordance with the terms and conditions of this EA and Customer is liable and solely responsible for the use or misuse of EA Products by Authorized Entities. Within thirty (30) calendar days of a request from Esri, Customer will provide Esri a list of Authorized Entities and their business addresses.
- 2.3 Consultant Access.** Esri grants Customer the right to permit Customer’s consultants or contractors to use the EA Products exclusively for Customer’s benefit in accordance with the Master Agreement. Customer will be solely responsible for compliance by consultants and contractors with this EA and will ensure that the consultant or contractor discontinues use of EA Products upon completion of work for Customer. Access to or use of EA Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the EA Products on contractor servers for the benefit of Customer.
- 2.4 Additional Permitted Uses.** For the term of the EA, Customer may copy and Deploy the EA Products to Customer’s organization and Authorized Entities up to the quantities of licenses identified in the Proposal Letter. No other entity has a right to copy (except as permitted in the Master Agreement) or Deploy the EA Products. Customer may only transfer, redistribute, and Deploy the EA Products within the continental United States; Hawaii; Alaska; and U.S. territories, excluding Puerto Rico and the U.S. Virgin Islands.
- 2.5 Uses Not Permitted.** Customer shall not transfer, redistribute, or assign EA Products to any third party without the prior written permission of Esri. Customer shall not use the EA Products outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any. Any such export will be subject to U.S. Export Control Regulation requirements of the Master Agreement.
- 2.6 Third-Party Offerings.** If the Proposal Letter includes a third-party offering that Esri is reselling, that third-party offering may be subject to the third party’s terms and conditions and, if applicable, will be provided at the time of delivery with the third-party offering.

3.0 —EA MAINTENANCE

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

a. Tier 1 Support

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

b. Tier 2 Support

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

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

4.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

4.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the EA Products. Delivery of updates/new versions of EA Products will be made in the same manner. Customer will establish a single point of contact who will be responsible for Deployment. Esri may invoice the EA Fee up to thirty (30) calendar days before (i) the payment dates identified in the Proposal Letter; or (ii) if no payment dates are identified, the annual anniversary date for each year of the EA.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of EA Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at the lesser of one percent (1.0%) per month or the maximum monthly rate permitted by applicable law on any overdue fees plus

all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB destination, with shipping charges prepaid by Customer. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such applicable sales or use tax associated with the receipt of tangible media.

4.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own internal process, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before (i) the payment dates identified in the Proposal Letter; or (ii) if no payment dates are identified, the annual anniversary date for each year of the EA. Any purchase orders that Customer issues will reference, incorporate, and be subject to the terms and conditions of the EA. Additional or conflicting terms in any purchase orders, invoices, or other documents exchanged during the ordering process, other than the terms of this EA, Product or Services descriptions, quantities, pricing, and delivery instructions, are void and of no effect.

- a. All orders pertaining to this EA will be processed through Customer's centralized point of contact on the Proposal Letter. Customer can send order processing questions to Customer Service at Esri 380 New York Street Redlands, CA 92373-8100; send emails to service@esri.com; or call Esri at 888-377-4575.
- b. The following information will be included in each Ordering Document:
 - 1. Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - 2. Order number
 - 3. Applicable annual payment due; for Unit-Priced Items, the name of the product and quantity
 - 4. The following printed statement "Governed by and subject to the signed Enterprise Agreement number 00348292.0."

5.0 —TERM, TERMINATION, AND EXPIRATION

5.1 Term. This EA and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Proposal Letter. Except as otherwise authorized in this Section 5, this EA is for the committed duration identified in the Proposal Letter. If the Proposal Letter includes optional years, Customer may exercise each optional year by providing written notice to Esri Customer Service sixty (60) calendar days prior to the end of the then-current year. If more than one optional year is identified in the Proposal Letter, then each optional year must be exercised consecutively, or the EA will expire at the end of the then-current year. An optional year may be a duration other than twelve (12) months and will be identified in the Proposal Letter. If the Proposal Letter includes Training Pass days, unused Training Pass days do not rollover to subsequent years and expire at the end of each annual term.

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

Conference registrations, Advantage Program Learning and Services credits, and Training Pass days terminate upon expiration.

- 5.3 Term Enterprise Agreement.** If the EA Products are all term licenses and subscription licenses, Customer and Authorized Entities are only authorized to use EA Products during the term identified in the Proposal Letter and all EA Products, all Maintenance, and Esri User Conference registrations terminate upon termination of the EA.
- 5.4 Termination of a Particular Authorized Entity.** If Authorized Entities are included in the Proposal Letter, Esri may elect to terminate the license rights of a particular Authorized Entity for material breach without terminating this EA with Customer or other Authorized Entities. The breaching Authorized Entity will be given a period of ten (10) business days from date of written notice to cure any material breach. Upon termination of Authorized Entity, all Deployed EA Products provided to Authorized Entity will also terminate. Customer shall reasonably cooperate with Esri in termination of an Authorized Entity in material breach of this EA, including enforcement of the EA with respect to such Authorized Entity. There will be no reduction in the EA Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this EA.
- 5.5 Termination for a Material Breach.** Either party may terminate this EA for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach. Upon termination of this EA by Esri for a material breach by Customer, all licenses Deployed will also terminate, and the full amount of unpaid EA Fee will be due and payable by Customer within thirty (30) days from the date of termination.
- 5.6 Termination for Lack of Funds.** For an EA with government or government-owned entities, either party may terminate this EA before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.
- 5.7 Termination for Convenience.** Neither Customer nor Esri may terminate the EA for convenience.
- 5.8 Use Upon Termination.** For termination under Sections 5.3–5.6, Customer and Authorized Entities shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. Upon request, Customer shall deliver evidence of such destruction to Esri (e.g., certification letter). Except in the event that the Master Agreement has been terminated for Customer's uncured material breach, Customer and Authorized Entities may continue to use Rolled-In Software, provided Customer and Authorized Entities comply with the terms and conditions of the Master Agreement. Further, Esri agrees that Customer and Authorized Entities are not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Customer and Authorized Entities, as may be applicable, order maintenance at time of EA termination. Other items that may be included in this EA—such as Advantage Program, Training Pass days, access codes, and Esri User Conference registrations—will also terminate if this EA is terminated.

6.0—CONFIDENTIALITY

Notwithstanding anything in the Master Agreement, Customer and Esri agree that Chapter 610 of the Revised Statutes of Missouri ("**Missouri Sunshine Law**") is applicable to this Agreement.

7.0 —ADMINISTRATIVE REQUIREMENTS

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

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

Deployments (each a “Deployment Report”). Upon request, Customer will provide records sufficient for Esri to verify the accuracy of the Deployment Report.

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

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

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

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

8.0 —MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer or an Authorized Entity with or into another corporation or entity; (ii) Customer’s or Authorized Entity’s acquisition, in whole or in part, of another entity or its assets; or (iii) a transfer or sale of all or part of Customer’s or an Authorized Entity’s organization (subsections i, ii, and iii, separately or collectively referred to as “**Ownership Change**”). There will be no decrease in the EA Fee as a result of any Ownership Change.

8.1 Customer may not transfer or Deploy EA Products to any third party in connection with a divestiture, merger, or sale of Customer or its assets, in whole or in part. If an Ownership Change results in a divestiture or a transfer or sale of a portion of Customer’s or an Authorized Entity’s organization or its assets, that portion of Customer’s or the Authorized Entity’s organization will return the EA Products to Customer or the applicable Authorized Entity or uninstall, remove, and destroy all copies of the EA Products.

8.2 This EA may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer and Authorized Entities will require any successor entity to uninstall, remove, and destroy the EA Products. This Agreement will terminate upon such Ownership Change.

8.3 If Customer or an Authorized Entity merges with or acquires part of another entity or its assets, Esri reserves the right to increase the EA Fee in proportion to the anticipated increase in Deployments or terminate this EA and the parties will negotiate a new agreement. If Customer or an Authorized Entity acquires another entity and Customer would like to Deploy EA Products to that entity, Esri and Customer must first sign an amendment to this EA adding the new entity as an Authorized Entity and agree to an increase in the EA Fee.

9.0 —GENERAL PROVISIONS

9.1 Governing Law. This EA shall be governed by and construed in accordance with the governing law identified in the Master Agreement.

9.2 Legal Notices. Please send all legal notices to Esri 380 New York Street Redlands, California 92373-8100 Attention: Director of Contracts and Legal or email legalnotices@esri.com.

9.3 Survival of Certain Clauses. The provisions of Sections 2.2 and 5.2 and Article 6 will survive the expiration or termination of this EA.



November 19th, 2025
(April 8th, 2026)

Tracey Roland
City of Kansas City, MO Information Technology
1111 Locust St.
Kansas City, MO 64106

Dear Tracey,

As a follow-up to our meetings this summer regarding an Enterprise Agreement for The City of Kansas City, I am providing proposed pricing and product rights below.

The Esri Enterprise Agreement (EA) will remain in effect for three (3) years and grant Kansas City access to the Esri products listed below.

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

The agreement will be effective on May 1, 2026, which will renew the current Agreement without lapse in service.

Over the past three years GIS in the City of Kansas City, under your leadership, has expanded technology adoption and enabled countless users in departments across the city with new technology applications, and capabilities. These new GIS abilities support many Kansas City employees in; Public Works, Streets, and Engineering, City Manager's Office, Communications, Health, Public Safety, Housing and Neighborhood Services, Facilities, Parks, Planning, and nearly every other department in the City. Many of the projects you support also enable residents and visitors to Kansas City to have a better understanding of their community, and a more positive engagement with their government. The centralized GIS system that you enable is what ties these departmental and public facing applications, workflows, data, and business systems together. I've listed a few of your many accomplishments below:

- Capital Projects Viewer
- 311 Incident Dashboard
- Capital Projects Scoring Application
- Planning department Areas Plans with ArcGIS Hub and Citizen Engagement
- Climate Action Plan dashboards
- ArcGIS Indoors support and expansion for facility management
- ArcGIS Enterprise installation, upgrade and administration
- GIS Adoption Management Action Plan
- Geospatial Governance Plan

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

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

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

	Year 1	Year 2	Year 3	Total
Annual EA Fee	\$655,000	\$705,000	\$765,000	\$2,125,000

Esri products and services to which Kansas City will have deployment rights during the term of this agreement include:

EA Products— Uncapped Quantities

Product	Total
ArcGIS Enterprise: ArcGIS Enterprise (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	Uncapped
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
ArcGIS Monitor	Uncapped
ArcGIS Runtime Advanced	Uncapped
ArcGIS Runtime Analysis Extension	Uncapped

The Enterprise Agreement also includes:

EA Products—Capped Quantities

ArcGIS Desktop Perpetual Products	SU/CU	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Desktop Basic	SU	54	-	54
ArcGIS Data Interoperability	SU	1	-	1
ArcGIS Desktop Advanced	CU	57	-	57
ArcGIS Desktop Standard	CU	79	-	79
ArcGIS Desktop Basic	CU	59	-	59
ArcGIS 3D Analyst	CU	14	-	14
ArcGIS Data Reviewer	CU	2	-	2
ArcGIS Geostatistical	CU	4	-	4
ArcGIS Network Analyst	CU	8	-	8
ArcGIS Publisher	CU	3	-	3
ArcGIS Spatial Analyst	CU	21	-	21
ArcGIS Workflow Manager	CU	11	-	11
ArcGIS Image Analyst for ArcGIS Pro	CU	1	-	1
ArcGIS Engine Single Use without extensions	SU	5	-	5
ArcGIS Production Mapping for Desktop	CU	5	-	5

ArcGIS Server Perpetual Products	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Data Interoperability: ArcGIS GIS Server Standard or Advanced	1	-	1
ArcGIS Utility Network Management Enterprise Extension: Production	3	-	3
ArcGIS Utility Network Management Enterprise Extension: Staging	2	-	2
ArcGIS Mission Server up to four cores	-	1	1
ArcGIS Workflow Manager Server Advanced up to four cores	-	1	1

Annual Subscription Products	Term 1	Term 2	Term 3
ArcGIS Business Analyst Pro for ArcGIS Online with US Regional Data Bundle Annual Subscription	3	3	3
ArcGIS Developer Bundle	2	2	2
ArcGIS Velocity Advanced US Region	1	1	1
Site Scan Single Operator USA Hosted	2	2	2
Site Scan Single Access USA Hosted	2	2	2
ArcGIS Indoors Maps for ArcGIS Online	1	1	1

ArcGIS Indoors Spaces for ArcGIS Online	1	1	1
ArcGIS Indoors Positioning System (IPS) for ArcGIS Online	1	1	1
ArcGIS Indoors for ArcGIS Online Professional or Professional Plus	5	5	5
ArcGIS Hub Premium ArcGIS Online Community	1	1	1
ArcGIS Workflow Manager Advanced Organizational Extension for ArcGIS Online	1	1	1
ArcGIS Drone2Map Advanced for ArcGIS Online	3	3	3
ArcGIS Data Interoperability for ArcGIS Online Creator, Professional, or Professional Plus	1	1	1
ArcGIS Business Analyst Web App Advanced Online	5	7	10

User Type Products	Term 1	Term 2	Term 3
ArcGIS Enterprise	<i>(number of Users per Term)</i>		
ArcGIS Enterprise Contributor (formerly Editor) User Type Annual Subscription	0	0	0
ArcGIS Enterprise Mobile Worker User Type Annual Subscription	150	150	150
ArcGIS Enterprise Creator User Type Annual Subscription	70	70	70
ArcGIS Enterprise Professional (formerly Standard) User Type Annual Subscription	10	10	10
ArcGIS Enterprise Professional Plus (formerly Advanced) User Type Annual Subscription	10	10	10
ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise Annual Subscription	10	15	25
ArcGIS Online (3 Organizational Subscriptions)	<i>(number of Users per Term)</i>		
ArcGIS Online Viewer User Type Annual Subscription	150	150	150
ArcGIS Online Contributor (formerly Editor) User Type Annual Subscription <i>(250 credits per user)</i>	50	50	50
ArcGIS Online Mobile Worker User Type Annual Subscription <i>(250 credits per user)</i>	300	300	300
State and Local Public Safety Named User Program Online Annual Mobile Worker User Type in a Continually Staffed Environment Annual Subscription	100	100	100
ArcGIS Online Creator User Type Annual Subscription <i>(500 credits per user)</i>	225	225	225
ArcGIS Online Professional (formerly Standard) User Type Annual Subscription <i>(500 credits per user)</i>	95	95	95
ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription <i>(500 credits per user)</i>	60	60	60

This EA is based on the following number of Named User types by year:

- ArcGIS Online Viewer: Year 1 – 75; Year 2 – 100; Year 3 - 125*
- ArcGIS Online Contributor: Year 1 – 10; Year 2 – 25; Year 3 - 35*
- ArcGIS Online Mobile Worker- State and Local Public Safety Named User Program Online Annual Mobile Worker User State and Local Public Safety Named User Program Online Annual Mobile Worker User Type in a Continually Staffed Environment Annual Subscription: Year 1 – 10; Year 2 – 50; Year 3 - 80*
- ArcGIS Online Mobile Worker: Year 1 – 180; Year 2 – 225; Year 3 - 265*
- ArcGIS Online Creator: Year 1 – 175; Year 2 – 175; Year 3 - 175*
- ArcGIS Online Professional: Year 1 – 70; Year 2 – 75; Year 3 - 80*
- ArcGIS Online Professional Plus: Year 1 – 45; Year 2 – 47; Year 3 - 50*
- ArcGIS Enterprise Mobile Worker: Year 1 – 10; Year 2 – 20; Year 3 - 135*
- ArcGIS Enterprise Creator: Year 1 – 50; Year 2 – 50; Year 3 - 55*
- ArcGIS Enterprise Professional: Year 1 – 6; Year 2 – 6; Year 3 - 7*
- ArcGIS Enterprise Professional Plus: Year 1 – 6; Year 2 – 6; Year 3 - 7*

You may deploy more in direct support of the organization up to the included quantities, but any increase over the estimated users will be used to re-value the EA at renewal.

The EA also includes the following additional components:

Additional Benefits	Quantity
Esri International User Conference Registrations	10
Back-Up Media	3
Authorized Tier-Two Standard Support Callers	6

Advantage Program: One annual subscription to the Advantage Program.

- This program includes the following components per year for three years:
 - o Up to 100 Advisor hours
 - o Annual one-day Planning Meeting
 - o Technology Webcasts
 - o 100 Learning and Services credits that can apply towards:
 - **Business and Technical Consulting:** Access to a range of industry, business, and technical domain consultants. Get advice and hands-on help from GIS experts, industry specialists, developers, and designers.
 - **Training:** Access to an extensive curriculum of instructor-led training courses as well as client-site training options. A complete list of Esri training facilities and course catalog are available at www.esri.com/training.
 - **Premium Support Services (PSS):** Access to prioritized incident management and all-hours technical support. PSS has been designed to

meet the needs of Esri customers who are developing, implementing, or supporting complex, mission-critical GIS applications.

- **Esri Managed Cloud Services:** Access to a variety of hosting options for the ArcGIS platform that leverage a cloud environment designed to be reliable, cost-effective, and secure.
- Unused Learning and Services credits will expire 24 months from their purchase date, or one month after the expiration of the program, whichever is first. Learning and Services credits are a flexible way for your organization to receive focused technical enablement support. These credits are not intended for use on project-specific professional services. Any project-related activities requiring Esri Project Services support will be scoped, budgeted, and scheduled outside of the Advantage Program. You can find more information about the Advantage Program at www.esri.com/services/eeap.
- Any activities proposed to be completed under the Advantage Program would be subject to review and approval by Esri to ensure alignment with the intent of the Advantage Program.
- At time of renewal, Esri reserves the right to update Advantage Program (AP) terms to reflect the latest program offering.

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

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

Best regards,

Matt Hoehn
Senior Account Manager

CONTRACT ESCALATION CONTACTS

This attachment establishes the operational, service/technical and contractual escalation contacts for ESRI and the CITY.

ESRI'S day-to-day point of contact for operational related issues is:

Environmental Systems Research Institute, Inc. (Esri)
Matt Hoehn, Sr. Account Manager
MHoehn@esri.com
909.369.8553

ESRI'S day-to-day point of contact (Technical Advisor) for Advantage Program related issues is:

Environmental Systems Research Institute, Inc. (Esri)
Logan Pelo, Associate Consultant
LPelo@esri.com
909.369.5176

ESRI'S day-to-day point of contact for contract related issues is:

Environmental Systems Research Institute, Inc. (Esri)
Colleen Shaffer, Manager, Commercial & Government Contracts
CShaffer@esri.com
909.793.2853

CITY'S day-to-day point of contact for operational related issues is:

City Contact Name: Tracey Roland
City Email: Tracey.Roland@kcmo.org
City Phone Number: 816-513-6658

CITY'S day-to-day point of contact for service/technical related issues is:

City Contact Name: Tracy Roland
City Email: Tracey.Roland@kcmo.org
City Phone Number: 816-513-6658

CITY'S day-to-day point of contact for contract related issues is:

Sr. Procurement Officer Name : Jasmine Foster
Phone : 816-513-0809
Email : Jasmine.Foster@kcmo.org