

**TASK ORDER: ESRI REDISTRICTING**

Amendment 3 to Task Order No. 01

Esri Agreement No. 00292736.

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("Esri"), and the Florida Legislature, consisting of the Florida House of Representatives and the Florida Senate ("Customer"). This Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

- 1. **Scope of Work:** Please see attached Exhibit A, which is hereby incorporated by this reference.

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

- 2. **Contract Type:** No Change
- 3. **Total Task Order Value:** The total Fixed Firm Price of the Deliverables in Exhibit A is **\$32,970**, as detailed in the table below:

Item	Price	Qty	Total
Esri Redistricting Year-4 Update and Support	\$11,375	1	\$11,375
Managed Cloud Services	\$21,595	1	\$21,595
<b>Total</b>			<b>\$32,970</b>

- 4. **Customer Address for the Receipt of Esri Invoices:**

The Florida House of Representatives  
402 S. Monroe Street  
Tallahassee, FL 32399

The Florida Senate  
404 S. Monroe Street  
Tallahassee, FL 32399

- 5. **Delivery Schedule:** The period of performance for the Managed Services specified in Section 1 above is 7 months, from October 8, 2023 to May 7, 2024.

- 6. **Special Considerations:** None

- 7. **Esri Project Manager:** Scott Ferguson | +1 (909) 369-5556 | sferguson@esri.com  
**Esri Contract Administrator:** Solomon Siddiq | +1 909.793.2853 x4572 | ssiddiq@esri.com  
**Customer Contract Manager on behalf of the Senate:** Jay Ferrin | 850.487.5855 | Ferrin.Jay@flsenate.gov  
**Customer Contract Manager on behalf of the House:** Jason Poreda | 850.717.5189 | Jason.Poreda@myfloridahouse.gov  
**Customer Accounts Payable Contact:** On behalf of the Senate: Jay Ferrin | On behalf of the House: Jason Poreda

ACCEPTED AND AGREED:

**FLORIDA HOUSE OF REPRESENTATIVES**  
(Customer)

Address: 402 S. Monroe St., Tallahassee, FL 32399

Signature: *Celeste Lewis-Hernandez*

Printed Name: Celeste Lewis-Hernandez

Title: Deputy Chief of Staff

Date: 9/22/23

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(Esri)**

Signature: *John Perry*

Printed Name: John Perry

Title: Associate Director, PS Contracts

Date: Sep 29, 2023

**FLORIDA SENATE**  
(Customer)

Address: 404 S. Monroe St., Tallahassee, FL 32399

Signature: *Andrew MacIntosh*

Printed Name: Andrew MacIntosh

Title: COS

Date: 9/15/23

**Exhibit A to Task Order No. 01 under Agreement No. 00292736.0**

**Scope of Work:**

The task described in this Scope of Work will be performed for one deployment; Florida Public. In addition to the Managed Services described below, Esri will provide Year-4 Update and Support for the Redistricting Solution as described in Exhibit B.

**Task 1 Managed Services**

The Esri Redistricting application infrastructure is designed based on best practices that will support up to 20 concurrent users (equivalent to 100 active users or 14 requests per second) in typical use patterns for the Esri Redistricting application.

Esri will continue to provide the following Managed Services to support the Esri Redistricting application for the Customer.

**Table 1. Managed Cloud Services**

<b>Item</b>	<b>Unit</b>	<b>Description</b>
<b>Hosting Period</b>	7 months	Duration of the period in which Esri will host the Esri Redistricting Solution. The hosting period begins when the Customer provides verification of the environment.
<b>System Availability Target</b>	95% Availability	Annual uptime percentage target for the hosted environment. Esri will design an environment which will be configured to support the system availability target.
<b>Cloud Infrastructure</b>	1 cloud server	ArcGIS Server: 1 cloud server with 8 virtual computing units and 32 GB of virtual memory
<b>Data Storage (GB)</b>	Up to 500 GB	Storage allocation available for all data content associated with the Esri Redistricting application deployment.
<b>Users</b>	Up to 100	Up to 100 active users supported.
<b>Data Updates</b>	Monthly	Monthly updates to the underlying GIS schema and Map Service definitions.
	Daily	Daily synchronization of local data to your cloud infrastructure.
<b>Backups</b>	Weekly	Full backups of the cloud server.
	Daily	Incremental backups of the hosting servers.
<b>ArcGIS Software</b>	Retention	30 days.
	Customer provided licenses	ArcGIS Enterprise

Item	Unit	Description
<b>System Monitoring</b>	24/7	24/7 monitoring of cloud infrastructure hosted in the cloud environment.
<b>Support</b>	24/7	Esri software technical support obtained through standard Esri software purchase.

**System Monitoring and Operational Support** – Esri will provide system monitoring and operational support associated with the Cloud infrastructure. Operational support includes troubleshooting issues associated with the availability and performance of the Redistricting application that are escalated by Customer helpdesk support staff or detected by system monitors. Esri will undertake commercially reasonable efforts in the identification of potential resolutions or suggested workarounds associated with an incident. Esri’s support does not include helpdesk support activities and it is assumed that the Customer will provide its users with the first point of contact or “helpdesk support” to address any issues associated with training or the functionality of the Redistricting application deployment.

### **General Customer Responsibilities**

- Provide Esri with access to the following items during the project, as needed:
  - Background materials.
  - Source documents.
  - Data.
  - Meeting facilities.
  - Hardware and software environments (directly, or via VPN).
- Provide access to and facilitate interactions between Esri and any Customer stakeholders.

### **General Assumptions**

- Work will be performed remotely from an Esri office.
- Remote work will be provided via telephone, email, and/or webcast and only during normal Esri business hours, Monday–Friday, 8:00 a.m. to 5:00 p.m. Eastern time, excluding Esri holidays.

#### Managed Cloud Services

- System availability percentages are targets only. Esri’s proposal pricing does not incorporate a formal service level agreement. Targeted system availability for the hosting environment excludes scheduled downtime or interruption due to causes beyond the direct control of Esri.

- The State will not have access to the hosting environment via remote desktop. Esri will be responsible for all data loading and publishing activities within the hosted environment. If additional changes are required to the hosting environment beyond what is expressly stated in this proposal, Esri will provide a proposal for the additional work.
- Esri ArcGIS Server “out of the box” security protocols will be used to secure the hosting environment. Proposal pricing does not include services associated with certifying the hosting environment to comply with specific IT security regulations pertaining to sensitive data (e.g. HIPAA, PCI, FISMA, etc.).
- Esri will use data content as-is. Esri is not responsible for cleansing, modifying or correcting any erroneous data.
- In the event customer workflows or usage changes, to the extent that the infrastructure proposed is no longer stable or performs adequately to meet the targeted availability, a change order will be issued to increase the infrastructure and/or support to manage the environment.

**Exhibit B to Amendment 3 to Task Order No. 01 under Agreement No. 00292736.0**

**Esri Redistricting Solution Updates and Support Appendix**

- 1. Updates:** Esri may identify areas for solution optimization. Throughout the Support Term, Esri will make associated updates available to Customer.
- 2. Support**
  - A. Scope of Support Response:** During the Support Term, Customer shall receive support for the Esri Redistricting Solution in accordance with the terms of this Esri Redistricting Solution Updates and Support Appendix.
  - B. Email Support Request:** To initiate support, Customer may send an email to [redistricting@esri.com](mailto:redistricting@esri.com) with the following information:
    - a. Name of organization and customer number
    - b. Name, telephone number, and email address for a point of contact for the support request
    - c. Identification of whether the Esri Redistricting Solution is being hosted, either by Esri or by Customer
    - d. Description of the technical issue for which Customer is seeking support
    - e. If applicable, exact wording of any error message that appears on the screen
    - f. If applicable, any steps taken to resolve the problem
  - C. Support Response:** Esri will respond to a support request during Esri's operating hours, as follows:
    - a. 8:00am – 5:00pm Pacific Time, Monday through Friday, except Esri Holidays

The Agreement and this Amendment are the complete and final agreement between the parties. The terms introduced by this Amendment are to supplement the terms of the Agreement and Task Order No. 1.

**TASK ORDER: ESRI REDISTRICTING**  
Amendment 2 to Task Order No. 01 under  
Esri Agreement No. 00292736.

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("Esri"), and the Florida Legislature, consisting of the Florida House of Representatives and the Florida Senate ("Customer"). This Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. **Scope of Work:** Please see attached Exhibit A, which is hereby incorporated by this reference.

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

2. **Contract Type:** No Change
3. **Total Task Order Value:** The total Fixed Firm Price of the Deliverables in Exhibit A is **\$82,170**, as detailed in the table below:

Item	Price	Qty	Total
Esri Redistricting Year-3 Update and Support	\$9,750	3	\$29,250
Managed Cloud Services	\$17,640	3	\$52,920
<b>Total</b>			<b>\$82,170</b>

4. **Customer Address for the Receipt of Esri Invoices:**  
The Florida House of Representatives  
402 S. Monroe Street  
Tallahassee, FL 32399  
  
The Florida Senate  
404 S. Monroe Street  
Tallahassee, FL 32399
5. **Delivery Schedule:** The period of performance for the Managed Services specified in Section 1 above is 6 months, from April 8, 2023 to October 7, 2023.
6. **Special Considerations:** None
7. **Esri Project Manager:** Kaitlin Szedlar | +1 (636) 949-6620 X5582 | kszedlar@esri.com  
**Esri Contract Administrator:** Solomon Siddiq | +1 909.793.2853 x4572 | ssiddiq@esri.com  
**Customer Contract Manager on behalf of the Senate:** Jay Ferrin | 850.487.5855 | Ferrin.Jay@flsenate.gov  
**Customer Contract Manager on behalf of the House:** Jason Poreda | 850.717.5189 | Jason.Poreda@myfloridahouse.gov  
**Customer Accounts Payable Contact:** On behalf of the Senate: Jay Ferrin | On behalf of the House: Jason Poreda

ACCEPTED AND AGREED:

FLORIDA HOUSE OF REPRESENTATIVES  
(Customer)

Address: 402 S. Monroe St., Tallahassee, FL 32399

Signature: Celeste Lewis-Homanes

Printed Name: Celeste Lewis-Homanes

Title: Dep. Chief of Staff for Operations

Date: 3/27/23

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.**  
(Esri)

Signature: John Perry

Printed Name: John Perry

Title: Associate Director, PS Contracts

Date: Apr 3, 2023

FLORIDA SENATE  
(Customer)

Address: 404 S. Monroe St., Tallahassee, FL 32399

Signature: [Signature]

Printed Name: Andrew Medeiros

Title: COS

Date: 2/27/23



**Exhibit A**  
**Amendment 1 Task Order No. 01 under Agreement No. 00292736.0**

**Scope of Work:**

The task described in this Scope of Work will be performed for each of the three deployments; Florida House, Florida Senate, and Florida Public. In addition to the Managed Services described below, Esri will provide Year-3 Update and Support for the Redistricting Solution as described in Exhibit B.

**Task 1 Managed Services**

The Esri Redistricting application infrastructure is designed based on best practices that will support up to 20 concurrent users (equivalent to 100 active users or 14 requests per second) in typical use patterns for the Esri Redistricting application.

Esri will continue to provide the following Managed Services to support the Esri Redistricting application for the Customer.

**Table 1. Managed Cloud Services**

Item	Unit	Description
<b>Hosting Period</b>	6 months	Duration of the period in which Esri will host the Esri Redistricting Solution. The hosting period begins when the Customer provides verification of the environment.
<b>System Availability Target</b>	95% Availability	Annual uptime percentage target for the hosted environment. Esri will design an environment which will be configured to support the system availability target.
<b>Cloud Infrastructure</b>	1 cloud server	ArcGIS Server: 1 cloud server with 8 virtual computing units and 32 GB of virtual memory
<b>Data Storage (GB)</b>	Up to 500 GB	Storage allocation available for all data content associated with the Esri Redistricting application deployment.
<b>Users</b>	Up to 100	Up to 100 active users supported.
<b>Data Updates</b>	Monthly	Monthly updates to the underlying GIS schema and Map Service definitions.
	Daily	Daily synchronization of local data to your cloud infrastructure.
<b>Backups</b>	Weekly	Full backups of the cloud server.
	Daily	Incremental backups of the hosting servers.
	Retention	30 days.
<b>ArcGIS Software</b>	Customer provided licenses	ArcGIS Enterprise

Item	Unit	Description
<b>System Monitoring</b>	24/7	24/7 monitoring of cloud infrastructure hosted in the cloud environment.
<b>Support</b>	24/7	Esri software technical support obtained through standard Esri software purchase.

**System Monitoring and Operational Support** – Esri will provide system monitoring and operational support associated with the Cloud infrastructure. Operational support includes troubleshooting issues associated with the availability and performance of the Redistricting application that are escalated by Customer helpdesk support staff or detected by system monitors. Esri will undertake commercially reasonable efforts in the identification of potential resolutions or suggested workarounds associated with an incident. Esri’s support does not include helpdesk support activities and it is assumed that the Customer will provide its users with the first point of contact or “helpdesk support” to address any issues associated with training or the functionality of the Redistricting application deployment.

## General Customer Responsibilities

- Provide Esri with access to the following items during the project, as needed:
  - Background materials.
  - Source documents.
  - Data.
  - Meeting facilities.
  - Hardware and software environments (directly, or via VPN).
- Provide access to and facilitate interactions between Esri and any Customer stakeholders.

## General Assumptions

- Work will be performed remotely from an Esri office.
- Remote work will be provided via telephone, email, and/or webcast and only during normal Esri business hours, Monday–Friday, 8:00 a.m. to 5:00 p.m. Eastern time, excluding Esri holidays.

### Managed Cloud Services

- System availability percentages are targets only. Esri’s proposal pricing does not incorporate a formal service level agreement. Targeted system availability for the hosting environment excludes scheduled downtime or interruption due to causes beyond the direct control of Esri.

- The State will not have access to the hosting environment via remote desktop. Esri will be responsible for all data loading and publishing activities within the hosted environment. If additional changes are required to the hosting environment beyond what is expressly stated in this proposal, Esri will provide a proposal for the additional work.
- Esri ArcGIS Server “out of the box” security protocols will be used to secure the hosting environment. Proposal pricing does not include services associated with certifying the hosting environment to comply with specific IT security regulations pertaining to sensitive data (e.g. HIPAA, PCI, FISMA, etc.).
- Esri will use data content as-is. Esri is not responsible for cleansing, modifying or correcting any erroneous data.
- In the event customer workflows or usage changes, to the extent that the infrastructure proposed is no longer stable or performs adequately to meet the targeted availability, a change order will be issued to increase the infrastructure and/or support to manage the environment.

**Exhibit B to Amendment 2 to Task Order No. 03 under Agreement No. 00292736.0**

**Esri Redistricting Solution Updates and Support Appendix**

- 1. Updates:** Esri may identify areas for solution optimization. Throughout the Support Term, Esri will make associated updates available to Customer.
- 2. Support**
  - A. Scope of Support Response:** During the Support Term, Customer shall receive support for the Esri Redistricting Solution in accordance with the terms of this Esri Redistricting Solution Updates and Support Appendix.
  - B. Email Support Request:** To initiate support, Customer may send an email to [redistricting@esri.com](mailto:redistricting@esri.com) with the following information:
    - a. Name of organization and customer number
    - b. Name, telephone number, and email address for a point of contact for the support request
    - c. Identification of whether the Esri Redistricting Solution is being hosted, either by Esri or by Customer
    - d. Description of the technical issue for which Customer is seeking support
    - e. If applicable, exact wording of any error message that appears on the screen
    - f. If applicable, any steps taken to resolve the problem
  - C. Support Response:** Esri will respond to a support request during Esri's operating hours, as follows:
    - a. 8:00am – 5:00pm Pacific Time, Monday through Friday, except Esri Holidays

The Agreement and this Amendment are the complete and final agreement between the parties. The terms introduced by this Amendment are to supplement the terms of the Agreement and Task Order No. 1.






# A - 3 - TO1 - Services Agmt Task Order

Final Audit Report

2023-04-03

Created:	2023-04-03
By:	Solomon Siddiq (ssiddiq@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsc_XG_Y3Or5wMlp6x3nzf5A0p90tove8

## "A - 3 - TO1 - Services Agmt Task Order" History

-  Document created by Solomon Siddiq (ssiddiq@esri.com)  
2023-04-03 - 9:02:21 PM GMT- IP address: 13.110.74.8
-  Document emailed to John Perry (jperry@esri.com) for signature  
2023-04-03 - 9:03:02 PM GMT
-  Email viewed by John Perry (jperry@esri.com)  
2023-04-03 - 9:56:42 PM GMT- IP address: 198.102.58.250
-  Document e-signed by John Perry (jperry@esri.com)  
Signature Date: 2023-04-03 - 9:57:14 PM GMT - Time Source: server- IP address: 198.102.58.250
-  Agreement completed.  
2023-04-03 - 9:57:14 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



## TASK ORDER: ESRI REDISTRICTING

Amendment 1 to Task Order No. 01

Esri Agreement No. 00292736.

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("Esri"), and the Florida Legislature, consisting of the Florida House of Representatives and the Florida Senate ("Customer"). This Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. **Scope of Work:** Please see attached Exhibit A, which is hereby incorporated by this reference.

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

2. **Contract Type:** No Change
3. **Total Task Order Value:** The total Fixed Firm Price of the Deliverables in Exhibit A is **\$159,300**, as detailed in the table below:

Item	Price	Qty	Total
Esri Redistricting Year-2 Update and Support	\$19,500	3	\$58,500
Managed Cloud Services	\$33,600	3	\$100,800
<b>Total</b>			<b>\$159,300</b>

4. **Customer Address for the Receipt of Esri Invoices:**  
The Florida House of Representatives  
402 S. Monroe Street  
Tallahassee, FL 32399  
  
The Florida Senate  
404 S. Monroe Street  
Tallahassee, FL 32399
5. **Delivery Schedule:** The period of performance for the Managed Services specified in Section 1 above is from April 8, 2022 to April 7, 2023.
6. **Special Considerations:** None
7. **Esri Project Manager:** Kaitlin Szedlar | +1 (636) 949-6620 X5582 | kszedlar@esri.com  
**Esri Contract Administrator:** Solomon Siddiq | +1 909.793.2853 x4572 | ssiddiq@esri.com  
**Customer Contract Manager on behalf of the Senate:** Jay Ferrin | 850.487.5855 | Ferrin.Jay@flsenate.gov  
**Customer Contract Manager on behalf of the House:** Leda Kelly | 850.717.5234 | Leda.Kelly@myfloridahouse.gov  
**Customer Accounts Payable Contact:** On behalf of the Senate: Jay Ferrin | On behalf of the House: Leda Kelly

ACCEPTED AND AGREED:

FLORIDA HOUSE OF REPRESENTATIVES  
(Customer)

Address: 402 S. Monroe St., Tallahassee, FL 32399

Signature: Celeste Lewis-Hernandez

Printed Name: Celeste Lewis-Hernandez

Title: Deputy Chief of Staff, Admin

Date: 3/21/22

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(Esri)**

Signature: John Perry

Printed Name: John Perry

Title: PS Contracts Department Manager

Date: Mar 23, 2022

FLORIDA SENATE  
(Customer)

Address: 404 S. Monroe St., Tallahassee, FL 32399

Signature: [Signature]

Printed Name: Kathy Mears

Title: Chief of staff

Date: 3/22/22



**Exhibit A to Task Order No. 03 under Agreement No. 00292736.0**

**Scope of Work:**

The task described in this Scope of Work will be performed for each of the three deployments; Florida House, Florida Senate, and Florida Public. In addition to the Managed Services described below, Esri will provide Year-2 Update and Support for the Redistricting Solution as described in Exhibit B.

**Task 1 Managed Services**

The Esri Redistricting application infrastructure is designed based on best practices that will support up to 20 concurrent users (equivalent to 100 active users or 14 requests per second) in typical use patterns for the Esri Redistricting application.

Esri will continue to provide the following Managed Services to support the Esri Redistricting application for the Customer.

**Table 1. Managed Cloud Services**

Item	Unit	Description
<b>Hosting Period</b>	12 months	Duration of the period in which Esri will host the Esri Redistricting Solution. The hosting period begins when the Customer provides verification of the environment.
<b>System Availability Target</b>	95% Availability	Annual uptime percentage target for the hosted environment. Esri will design an environment which will be configured to support the system availability target.
<b>Cloud Infrastructure</b>	1 cloud server	ArcGIS Server: 1 cloud server with 8 virtual computing units and 32 GB of virtual memory
<b>Data Storage (GB)</b>	Up to 500 GB	Storage allocation available for all data content associated with the Esri Redistricting application deployment.
<b>Users</b>	Up to 100	Up to 100 active users supported.
<b>Data Updates</b>	Monthly	Monthly updates to the underlying GIS schema and Map Service definitions.
	Daily	Daily synchronization of local data to your cloud infrastructure.
<b>Backups</b>	Weekly	Full backups of the cloud server.
	Daily	Incremental backups of the hosting servers.
	Retention	30 days.
<b>ArcGIS Software</b>	Customer provided licenses	ArcGIS Enterprise

Item	Unit	Description
<b>System Monitoring</b>	24/7	24/7 monitoring of cloud infrastructure hosted in the cloud environment.
<b>Support</b>	24/7	Esri software technical support obtained through standard Esri software purchase.

**System Monitoring and Operational Support** – Esri will provide system monitoring and operational support associated with the Cloud infrastructure. Operational support includes troubleshooting issues associated with the availability and performance of the Redistricting application that are escalated by Customer helpdesk support staff or detected by system monitors. Esri will undertake commercially reasonable efforts in the identification of potential resolutions or suggested workarounds associated with an incident. Esri’s support does not include helpdesk support activities and it is assumed that the Customer will provide its users with the first point of contact or “helpdesk support” to address any issues associated with training or the functionality of the Redistricting application deployment.

## General Customer Responsibilities

- Provide Esri with access to the following items during the project, as needed:
  - Background materials.
  - Source documents.
  - Data.
  - Meeting facilities.
  - Hardware and software environments (directly, or via VPN).
- Provide access to and facilitate interactions between Esri and any Customer stakeholders.

## General Assumptions

- Work will be performed remotely from an Esri office.
- Remote work will be provided via telephone, email, and/or webcast and only during normal Esri business hours, Monday–Friday, 8:00 a.m. to 5:00 p.m. Eastern time, excluding Esri holidays.

### Managed Cloud Services

- System availability percentages are targets only. Esri’s proposal pricing does not incorporate a formal service level agreement. Targeted system availability for the hosting environment excludes scheduled downtime or interruption due to causes beyond the direct control of Esri.

- The State will not have access to the hosting environment via remote desktop. Esri will be responsible for all data loading and publishing activities within the hosted environment. If additional changes are required to the hosting environment beyond what is expressly stated in this proposal, Esri will provide a proposal for the additional work.
- Esri ArcGIS Server “out of the box” security protocols will be used to secure the hosting environment. Proposal pricing does not include services associated with certifying the hosting environment to comply with specific IT security regulations pertaining to sensitive data (e.g. HIPAA, PCI, FISMA, etc.).
- Esri will use data content as-is. Esri is not responsible for cleansing, modifying or correcting any erroneous data.
- In the event customer workflows or usage changes, to the extent that the infrastructure proposed is no longer stable or performs adequately to meet the targeted availability, a change order will be issued to increase the infrastructure and/or support to manage the environment.

**Exhibit B to Amendment 1 to Task Order No. 01 under Agreement No. 00292736.0**

**Esri Redistricting Solution Updates and Support Appendix**

1. **Updates:** Esri may identify areas for solution optimization. Throughout the Support Term, Esri will make associated updates available to Customer.
2. **Support**
  - A. **Scope of Support Response:** During the Support Term, Customer shall receive support for the Esri Redistricting Solution in accordance with the terms of this Esri Redistricting Solution Updates and Support Appendix.
  - B. **Email Support Request:** To initiate support, Customer may send an email to [redistricting@esri.com](mailto:redistricting@esri.com) with the following information:
    - a. Name of organization and customer number
    - b. Name, telephone number, and email address for a point of contact for the support request
    - c. Identification of whether the Esri Redistricting Solution is being hosted, either by Esri or by Customer
    - d. Description of the technical issue for which Customer is seeking support
    - e. If applicable, exact wording of any error message that appears on the screen
    - f. If applicable, any steps taken to resolve the problem
  - C. **Support Response:** Esri will respond to a support request during Esri's operating hours, as follows:
    - a. 8:00am – 5:00pm Pacific Time, Monday through Friday, except Esri Holidays

The Agreement and this Amendment are the complete and final agreement between the parties. The terms introduced by this Amendment are to supplement the terms of the Agreement and Task Order No. 1.






# A - 2 - TO1 - Services Agmt Task Order

Final Audit Report

2022-03-23

Created:	2022-03-23
By:	Solomon Siddiq (ssiddiq@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR1jXXLS3iAIMY9Wh1Hs9lkBrE-4HGulN

## "A - 2 - TO1 - Services Agmt Task Order" History

-  Document created by Solomon Siddiq (ssiddiq@esri.com)  
2022-03-23 - 9:53:48 PM GMT- IP address: 13.110.74.8
-  Document emailed to John Perry (jperry@esri.com) for signature  
2022-03-23 - 9:54:53 PM GMT
-  Email viewed by John Perry (jperry@esri.com)  
2022-03-23 - 9:55:00 PM GMT- IP address: 104.28.85.108
-  Document e-signed by John Perry (jperry@esri.com)  
Signature Date: 2022-03-23 - 10:11:45 PM GMT - Time Source: server- IP address: 198.102.58.250
-  Agreement completed.  
2022-03-23 - 10:11:45 PM GMT



## TASK ORDER: ESRI REDISTRICTING – CUSTOM REPORT CREATION

Esri Agreement No. 00292736.0

Task Order No. 02

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("Esri"), and the Florida Legislature, consisting of the Florida House of Representatives and the Florida Senate ("Customer"). This Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. **Scope of Work:** Please see attached Exhibit A, which is hereby incorporated by this reference.

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

2. **Contract Type:** Time and Materials (T&M)

3. **Total Not-to-Exceed Price:** \$24,410

4. **Customer Address for the Receipt of Esri Invoices:**

The Florida House of Representatives  
402 S. Monroe Street  
Tallahassee, FL 32399

The Florida Senate  
404 S. Monroe Street  
Tallahassee, FL 32399

5. **Delivery Schedule:** The period of performance begins on the date of execution of this Task Order and is to be completed by the end of the Managed Cloud Services Hosting Period.
  - Activity 1 is to begin upon execution of this Task Order, Esri will resource this task and communicate the anticipated timeline for completion within 2 business days upon receipt of a signed Task Order.
  - Activity 2 is to begin upon completion of Task 1
7. **Esri Project Manager:** Kaitlin Szedlar | +1 (636) 949-6620 X5582 | kszedlar@esri.com  
**Esri Contract Administrator:** Solomon Siddiq | +1 909.793.2853 x4572 | ssiddiq@esri.com  
**Customer Contract Manager on behalf of the Senate:** Jay Ferrin | 850.487.5855 | Ferrin.Jay@flsenate.gov  
**Customer Contract Manager on behalf of the House:** Leda Kelly | 850.717.5234 | Leda.Kelly@myfloridahouse.gov  
**Customer Accounts Payable Contact:** On behalf of the Senate: Jay Ferrin | On behalf of the House: Leda Kelly

ACCEPTED AND AGREED:

**FLORIDA HOUSE OF REPRESENTATIVES**  
(Customer)

Address: 402 S. Monroe St., Tallahassee, FL 32399

Signature: Celeste Lewis-Hernandez

Printed Name: Celeste Lewis-Hernandez

Title: Deputy Chief of Staff, Administration

Date: 6/16/2021

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(Esri)**

Signature: John Perry

Printed Name: John Perry

Title: PS Contracts Department Manager

Date: Jun 21, 2021

**FLORIDA SENATE**  
(Customer)

Address: 404 S. Monroe St., Tallahassee, FL 32399

Signature: [Signature]

Printed Name: Kathleen Mears

Title: Chief of Staff

Date: 6/10/21



## Exhibit A to Task Order No. 02 under Agreement No. 00292736.0

### Scope of Work:

#### Overview:

The State of Florida House of Representatives and Senate have requested support from Esri Professional Services for the creation of a custom boundary analysis report within their Esri Redistricting solution. The State created and presented a similar custom report during the 2010-2012 redistricting cycle to fulfil their analysis requirement. The goal of this time and materials task order will be to support Florida's efforts to generate a similar report within the Esri Redistricting Solution to fulfil this requirement during the 2020-2022 redistricting cycle.

#### Scope of Work:

The goal of the Boundary Analysis is to measure the extent to which district boundaries in a districting plan follow specific political and geographic features, and conversely, to measure the extent to which district boundaries do not follow any of the specified features. The list of political and geographic features of interest for the 2020-2022 redistricting cycle includes:

- County boundaries
- Municipal (incorporated places) boundaries
- Primary and secondary roads
- Railroads
- Significant water bodies

The output of the boundary analysis will be provided in a customized report that users will initiate from the reporting functionality within the Esri Redistricting application.

#### Activity 1 Data Development

Esri technical resources will provide up to 11 hours of remote consulting support for the below outlined data maintenance and management activities:

1. Validate data with Florida staff to ensure accuracy
2. Convert shapefiles to appropriate format
3. Identify identical overlaps within the modified county, city, and edge shapefiles
4. Modify the attributes of the edges feature class to identify coincident boundaries for each of the county and city shapefiles



- Customer will be available for questions and will provide input and guidance on application and data configuration

### ***Esri Responsibility***

- Provide up to 11 hours of remote consulting support as described above.

### **Activity 2 Custom Reporting Tool Creation**

Esri technical resources will provide up to 51 hours of remote consulting support to work toward developing a custom reporting tool within the Esri Redistricting application. Anticipated functions of the tool include:

1. Add a menu selection to call the report within the Esri Redistricting application
2. Code will be written in the updated application to call the created geoprocessing task, it will be a new menu item in the reports dropdown.
3. From the output data, generate the custom report.
4. Esri will provide 48 hours of access to a dev / test environment for the Florida team to test new functionality prior to approval.

### ***Esri Responsibility***

- Provide up to 51 hours of remote consulting support as described above.



- Customer will be available for questions and will provide input and guidance on application and data configuration
- Tool will be added to Florida's Esri Redistricting solution during their planned data update and solution upgrade following the Census 2020 data release and Esri data processing window.






# TO2 - Services Agmt Task Order

Final Audit Report

2021-06-21

Created:	2021-06-18
By:	Solomon Siddiq (ssiddiq@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXUD-TDKXFTdSbJDMo3oQ032kO67W4M1w

## "TO2 - Services Agmt Task Order" History

-  Document created by Solomon Siddiq (ssiddiq@esri.com)  
2021-06-18 - 5:19:48 PM GMT- IP address: 13.110.78.8
-  Document emailed to John Perry (jperry@esri.com) for signature  
2021-06-18 - 5:20:36 PM GMT
-  Email viewed by John Perry (jperry@esri.com)  
2021-06-21 - 4:27:50 PM GMT- IP address: 47.145.215.54
-  Document e-signed by John Perry (jperry@esri.com)  
Signature Date: 2021-06-21 - 4:39:18 PM GMT - Time Source: server- IP address: 47.145.215.54
-  Agreement completed.  
2021-06-21 - 4:39:18 PM GMT

## TASK ORDER: ESRI REDISTRICTING

Esri Agreement No. 00292736.0

Task Order No. 01

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("Esri"), and the Florida Legislature, consisting of the Florida House of Representatives and the Florida Senate ("Customer"). This Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. **Scope of Work:** Please see attached Exhibit A, which is hereby incorporated by this reference.

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

2. **Contract Type:** Firm Fixed Price (FFP)
3. **Total Task Order Value:** The total Fixed Firm Price of the Deliverables in Exhibit A is \$369,900, as detailed in the table below:

Item	Price	Qty	Total
Esri Redistricting Year-1 Licensing for Legislative Branches	\$46,800	2	\$93,600
Esri Redistricting Year-1 Licensing for Public	\$46,800	1	\$46,800
Application and Data Configuration Support – Up to 40 Hours Remote	\$14,500	3	\$43,500
Remote Deployment Support – Up to 40 Hours Remote	\$14,500	3	\$43,500
Managed Services	\$47,500	3	\$142,500
<b>Total Firm Fixed Price</b>			<b>\$369,900</b>

4. **Customer Address for the Receipt of Esri Invoices:**

The Florida House of Representatives  
402 S. Monroe Street  
Tallahassee, FL 32399

The Florida Senate  
404 S. Monroe Street  
Tallahassee, FL 32399

5. **Delivery Schedule:** The period of performance begins on the date of execution of this Task Order and is to be completed by the end of the Managed Cloud Services Hosting Period. Esri will provide Customer with an overall project schedule.
  - Task 1 is to begin upon execution of this Task Order, Esri will resource this task and communicate the anticipated timeline for completion of the project schedule within 2 business days upon receipt of a signed Task Order.
  - Task 2 is to begin upon completion of Task 1, and runs concurrent with Task 3.
  - Task 3 is to begin upon Customer's approval and verification that the Esri Redistricting

application is accessible, and concludes at the end of the Managed Cloud Services Hosting period.

6. **Special Considerations:** The United States Census Bureau's delayed release of the 2020 population and demographic data will impact the Customer's ability to deliver data to Esri prior to deployment of the Esri Redistricting application. Notwithstanding any other provisions in this Task Order, Esri will promptly load the P.L. 94-171 data when it becomes available. The customer understands that Esri must perform data manipulation once the 2020 Census data is released, this will result in an expected and agreed upon delay regarding the subsequent data load.
7. **Esri Project Manager:** Kaitlin Szedlar | +1 (636) 949-6620 X5582 | kszedlar@esri.com  
**Esri Contract Administrator:** Solomon Siddiq | +1 909.793.2853 x4572 | ssiddiq@esri.com  
**Customer Contract Manager on behalf of the Senate:** Jay Ferrin | 850.487.5855 | Ferrin.Jay@flsenate.gov  
**Customer Contract Manager on behalf of the House:** Leda Kelly | 850.717.5234 | Leda.Kelly@myfloridahouse.gov  
**Customer Accounts Payable Contact:** On behalf of the Senate: Jay Ferrin | On behalf of the House: Leda Kelly

ACCEPTED AND AGREED:

**FLORIDA HOUSE OF REPRESENTATIVES**  
(Customer)

Address: 402 S. Monroe St., Tallahassee, FL 32399

Signature: Celeste Lewis-Hernandez

Printed Name: Celeste Lewis-Hernandez

Title: Deputy Chief of Staff, Administration

Date: 2/23/2021

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.**  
(Esri)

Signature: John Perry

Printed Name: John Perry

Title: PS Contracts Department Mgr.

Date: Feb 24, 2021

**FLORIDA SENATE**  
(Customer)

Address: 404 S. Monroe St., Tallahassee, FL 32399

Signature: [Handwritten Signature]

Printed Name: KATHY MEARS

Title: Chief of Staff

Date: 2.23.21

## Exhibit A to Task Order No. 01 under Agreement No. 00292736.0

### Scope of Work:

Each or the tasks described in this Scope of Work will be performed for each of the three deployments; Florida House, Florida Senate, and Florida Public.

### Task 1 Solution Configuration Document and Infrastructure and Solution Setup

Esri technical resources will provide remote consulting support for the deployment of the Esri Redistricting Solution, inclusive of the necessary costs for preparation.

During this task, Esri will provide the Customer with a pre-deployment questionnaire. This questionnaire will be used to identify the following:

- Map cartography
- Demographics
- Default geographic region
- Default basemap
- Reference map layers and symbology
- User roles
- Data table fields and relationships
- Application branding (e.g. logos)
- Other application and data configuration details

During this task the Customer will also be required to provide a representative sample data set for use within the configuration.

Following completion of the pre-deployment questionnaire and delivery of the sample data set, Esri will establish a pre-deployment configuration, hosted on Esri infrastructure. Esri will review the pre-deployment configuration with the Customer by remote webcast. Once the pre-deployment configuration has been reviewed and finalized, Esri will move to deployment in an Esri Managed Services hosting environment.

Deployment support activities will include:

- **Hosting Environment Setup and Deployment** – Esri will setup and manage a hosting environment based on Esri ArcGIS software technology. Esri will deploy the Redistricting application to the Managed Cloud Services hosting environment described in Table 1 below. Esri will provide the Customer external access by means of a URL to the Redistricting application after it is deployed. The Customer will provide Esri with approval and verification within 20 days that the Esri Redistricting application is accessible. This verification will initiate the 12-month

hosting period.



- Representative sample data set has a 1-1 relationship
- Customer will be available for questions and will provide input and guidance on application and data configuration

### ***Esri Deliverable***

1. Completed Solution Configuration Document and Infrastructure and Solution Setup. Esri will resource this task and communicate the anticipated timeline for completion within 2 business days upon receipt of a signed Task Order.

## **Task 2 Application and Data Configuration Support**

Esri technical resources will provide up to 40 hours of remote consulting support for the deployment of Esri Redistricting, inclusive of the necessary costs for preparation. The Esri technical resource will work collaboratively with the Customer's technical resources during the deployment of the various components of the Esri Redistricting.

Prior to remote deployment, the Customer and Esri will review and finalize the pre-deployment configuration, as outlined within Task 1 above.

- **Data Loading & Management** – Esri will support the loading and updating of up to 20 GB of Customer data to the hosting environment prior to deployment of the Esri Redistricting application, once Esri receives the data in the agreed upon format and delivery method.
- **Esri Redistricting Application Deployment Support** – Following setup of the infrastructure components, and the loading of the data content described above, Esri will deploy the Esri Redistricting application, and Esri will work with the Customer to verify user access.
- **Testing** – Following deployment, Esri will remotely demonstrate the solution deployed in the Customer's environment to legislative staff. The demonstration may include interactive "question and answer" sessions to validate that the configuration operates as designed, and in accordance with the pre-deployment configuration as agreed in Task 1 above. If required, a new Esri proposal will be provided to the Customer for any capabilities that the Customer identifies as desirable, but that were not previously agreed on in the pre-deployment configuration in Task 1.
- **Knowledge Transfer** – Esri will review the Esri-provided product documentation and deployment steps with the Customer's technical resources.
- Any remaining time following Knowledge Transfer will be used for ad hoc technical consulting support.



**Esri Deliverable**

- 2. Up to 40 hours of remote support.

**Task 3 Managed Services**

The Esri Redistricting solution in Esri’s Managed Cloud Services provides a managed Cloud environment for the Esri Redistricting solution. This offering applies a modern WebGIS pattern with secure and reliable web services that support the Esri Redistricting application and access points. It provides the capability to host and publish custom data which can then be consumed by the Esri Redistricting application. It also includes hosting the end-user application that consumes the content.

The Esri Redistricting application infrastructure is designed based on best practices that will support up to 20 concurrent users (equivalent to 100 active users or 14 requests per second) in typical use patterns for the Esri Redistricting application.

Esri will provide the following Managed Services to support the Esri Redistricting application for the Customer.

**Table 1. Managed Cloud Services**

Item	Unit	Description
Hosting Period	12 months	Duration of the period in which Esri will host the Redistricting application. The hosting period begins when the Customer provides verification of the environment.
System Availability Target	95% Availability	Annual uptime percentage target for the hosted environment. Esri will design an environment which will be configured to support the system availability target.
Cloud Infrastructure	1 Cloud server	ArcGIS Server: 1 Cloud server with 4 virtual computing units and 32 GB of virtual memory
Data Storage (GB)	Up to 500 GB	Storage allocation available for all data content associated with the Redistricting application deployment.
Users	Up to 100	Up to 100 active users supported.
Data Updates	Monthly	Monthly updates to the underlying GIS schema and Map Service definitions.
	Daily	Daily synchronization of local data to your Cloud infrastructure.
Backups	Weekly	Full backups of the Cloud server.
	Daily	Incremental backups of the hosting servers.
	Retention	30 days.
Operating System	Esri Provided	Microsoft Windows Server (2016)

<b>ArcGIS Software</b>	Customer provided licenses	ArcGIS Enterprise (10.6)
<b>System Monitoring</b>	24/7	24/7 monitoring of Cloud infrastructure and Esri COTS software hosted in the Cloud environment.
<b>Support</b>	24/7	Esri software technical support obtained through standard Esri software purchase plus 24/7 Managed Cloud Services operational support for the underlying virtual Cloud infrastructure.

**System Monitoring and Operational Support** – Esri will provide system monitoring and operational support associated with the Cloud infrastructure. Operational support includes troubleshooting issues associated with the availability and performance of the Redistricting application that are escalated by Customer helpdesk support staff or detected by system monitors. Esri will undertake commercially reasonable efforts in the identification of potential resolutions or suggested workarounds associated with an incident. Esri’s support does not include helpdesk support activities and it is assumed that the Customer will provide its users with the first point of contact or “helpdesk support” to address any issues associated with training or the functionality of the Redistricting application deployment.

**General Customer Responsibilities**

- Designate a project team with defined team leads, including up to two project managers, and key project stakeholders and share the project team points of contact with Esri. The team leads will possess the appropriate knowledge of Customer’s operations and technical requirements. Customer’s project manager(s) will be the main technical point of contact for the Esri’s project manager.
- Coordinate and ensure the participation of appropriate legislative staff in all project-related activities. Activities include, but are not limited to:
  - Meetings.
  - Webcasts.
  - Training.
  - Testing.
  - Installation.
- Provide Esri with access to the following items during the project, as needed:
  - Background materials.
  - Source documents.
  - Data.
  - Meeting facilities.
  - Hardware and software environments (directly, or via VPN).
- Provide access to and facilitate interactions between Esri and any Customer

stakeholders.

## **General Assumptions**

- Work will be performed remotely from an Esri office.
- Remote work will be provided via telephone, email, and/or webcast and only during normal Esri business hours, Monday–Friday, 8:00 a.m. to 5:00 p.m. Eastern time, excluding Esri holidays.
- Customer’s end users are already knowledgeable in the use of ArcGIS software, or will complete the training classes recommended by Esri, if included in this proposal.
- The project schedule will identify task dependencies. The commencement of work on subsequent tasks with dependencies on preceding Deliverables will be contingent upon Esri receiving written acceptance for the preceding Deliverables.

### Hardware / Software

- All work will be performed on the latest version of Esri products, unless otherwise agreed upon.
- Documentation for ArcGIS COTS software is available in ArcGIS Help online, and is not included in any project-specific documentation; nor is documentation for third-party software or hardware.

### Data

- Default demographic data provided with the Esri Redistricting solution is Census PL94-171 data.
- Data to be migrated will be provided by the Customer in an Esri-compatible or Esri-convertible format.
- Esri will not be responsible for data cleaning.
- Existing errors in the source data will not be corrected by Esri as part of any data upload.

### Testing

- Bugs found in Esri COTS software will be handled by the Customer under the terms of its Esri COTS software licenses.

### Managed Cloud Services

- System availability percentages are targets only. Esri’s proposal pricing does not incorporate a formal Service Level Agreement (SLA). Targeted system

availability for the hosting environment excludes scheduled downtime or interruption due to causes beyond the direct control of Esri.

- The Customer will not have access to the hosting environment via remote desktop. Esri will be responsible for all data loading and publishing activities within the hosted environment, as contemplated within the Scope of Managed Services above. If additional changes are required to the hosting environment beyond what is expressly stated in this proposal, Esri will provide a proposal for the additional work.
- Esri ArcGIS Server “out of the box” security protocols will be used to secure the hosting environment. Proposal pricing does not include services associated with certifying the hosting environment to comply with specific IT security regulations pertaining to sensitive data (e.g. HIPAA, PCI, FISMA, etc.).
- Esri will use data content as-is. Esri is not responsible for cleansing, modifying or correcting any erroneous data.
- The Customer will verify that the Esri Redistricting application is accessible and will provide Esri with approval of the Esri Redistricting application within 20 days. If additional time is required for approval a change order may be issued to cover additional hosting costs.

## Deliverable Review and Acceptance

Esri assumes the following acceptance process and review cycles for each Deliverable type specified in the matrix below, and the Customer is responsible for providing Esri with written acceptance for each Deliverable specified in the matrix.

Deliverable No.	Deliverable Name	Deliverable Type
1	Solution Configuration Document	Document
2	Infrastructure and Solution Setup	Configured Environment
3	Up to 40 hours of Application and Data Support	Consulting Support

## Exhibit B to Task Order No. 01 under Agreement No. 00292736.0

### Esri Redistricting Solution License Addendum

This Esri Redistricting Solution License Addendum ("Addendum") adds terms and conditions to the Agreement with respect to Customer's license to Esri Redistricting solution. Software to be Provided Under this License: Esri Redistricting solution.

1. **GRANT OF LICENSE:** In consideration of Customer's payment of all applicable fees and in accordance with the terms and conditions of the Agreement and this Addendum, Esri grants to Customer a perpetual license to the Esri Redistricting solution as set forth in the applicable ordering documents.
2. **SCOPE OF USE**
  - 2.1 **Permitted Uses.** Customer may use the software licenses included with the Redistricting solution solely to enable the capabilities of the Esri Redistricting solution as defined in the Esri Redistricting Documentation. No other use of software licenses included with the Redistricting solution is permitted.
  - 2.2 **Uses Not Permitted.**
    - a) Customer may not install the Esri Redistricting solution at any third-party locations/organizations without written permission from Esri. For assistance, please contact [redistricting@esri.com](mailto:redistricting@esri.com).
    - b) Components of the Esri Redistricting solution may only be used with the Esri Redistricting solution and may not be deployed into a separate ArcGIS Enterprise environment.
3. **Updates and Support:** For a period of twelve consecutive months from Customer's access to the Esri Redistricting solution ("Support Term"), Esri will provide updates and support as set forth below. Customer may elect to purchase a subsequent Support Term at an additional cost. Support will be provided to Customer only. Customer shall remain responsible for support requests lodged by an end user or end client, if any. Esri may identify areas for solution optimization. Throughout the Support Term, Esri will make associated updates available to Customer.
4. **Support**
  - A. **Scope of Support Response:** During the Support Term, Customer shall receive support for the Esri Redistricting solution in accordance with the terms as set forth below.
  - B. **Email Support Request:** To initiate support, Customer may send an email to [redistricting@esri.com](mailto:redistricting@esri.com) with the following information:
    - a. Name of organization and customer number
    - b. Name, telephone number, and email address for a point of contact for the support request
    - c. Identification of whether the Esri Redistricting solution is being hosted, either by Esri or by Customer
    - d. Description of the technical issue for which Customer is seeking support
    - e. If applicable, exact wording of any error message that appears on the screen
    - f. If applicable, any steps taken to resolve the problem

**C. Support Response:** Esri will respond to, and attempt to resolve, a support request, within 24 hours, during Esri's operating hours: 8:00am – 5:00pm Eastern Time, Monday through Friday, except Esri Holidays, including: New Year's Day (January 1), Martin Luther King, Jr. Day (January 20), Presidents' Day (February 17), Memorial Day (May 28), Independence Day (July 3 observed), Labor Day (September 7), Thanksgiving Day (November 26), Day After Thanksgiving (November 27), Christmas Eve (December 24), Christmas Day (December 25).



# Master Agreement Product and Services



Agreement No. 00292736.0

This Master Agreement ("**Agreement**") is between the Florida Legislature, consisting of the Florida House of Representatives and the Florida Senate, ("**Customer**") and **Environmental Systems Research Institute, Inc.** ("**Esri**"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by all parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by all parties. The Florida House and Florida Senate ("**Customer**") are equal signatories to this Agreement and shall concurrently be consulted and communicated with for instances contained within and related to this Agreement.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing all parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

<p>_____ <b>(Customer - Florida House)</b></p> <p>Legal Address: <u>402 S. Monroe Street, Tallahassee, FL 32399</u></p> <p>By: <u>Celeste Lewis-Hernandez</u> Authorized Signature</p> <p>Printed Name: <u>Celeste Lewis-Hernandez</u></p> <p>Title: <u>Deputy Chief of Staff, Administrative</u></p> <p>Date: <u>2/10/2021</u></p>	<p><b>ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)</b></p> <p>380 New York Street, Redlands, CA 92373-8100</p> <p>By: <u>Bill Fleming</u> Authorized Signature</p> <p>Printed Name: <u>Bill Fleming</u></p> <p>Title: <u>Director of Contracts &amp; Legal</u></p> <p>Date: <u>Feb 9, 2021</u></p>
---	---

\_\_\_\_\_  
**(Customer - Florida Senate)**

Legal Address: 404 S Monroe St. Tall, FL 32399

By: [Signature]  
Authorized Signature

Printed Name: Kathleen Mears

Title: Chief of Staff

Date: 2/10/21



Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

## 1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

**1.1 Grant of Rights.** In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

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

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

**1.2 Consultant or Contractor Access.** Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

**1.3 Reservation of Rights.** All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

**1.4 Customer Content.** Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

## 2.0 SOFTWARE AND ONLINE SERVICES

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

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.

- g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **"Dual Use License"** means the right to install Software on a desktop computer and use it 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 time.
- j. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- k. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- l. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- m. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
- n. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- o. **"Redistribution License"** means a license to reproduce and distribute Software provided that
  1. Customer reproduces and distributes the Software in its entirety;
  2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
  3. Customer reproduces all copyright and trademark attributions and notices; and
  4. Customer does not charge a fee to others for the use of the Software.
- p. **"Server License"** means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- q. **"Service Credit(s)"** means a unit of exchange for consumption of services that can be used with an Online Services Subscription.
- r. **"Sharing Tools"** means publishing capabilities included with Customer's authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- s. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- t. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

**2.2 License and Subscription Types.** Esri provides Software Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

### 2.3 Software Terms of Use.

- a. Customer may
  1. Install, access, or store Software and Data on electronic storage device(s);

2. Make archival copies and routine computer backups;
  3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
  4. Move Software in the licensed configuration to a replacement computer;
  5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
  6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
  - c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
  - d. Esri publishes Product-specific Software terms of use at <https://www.esri.com/legal/scope-of-use>.

#### 2.4 Online Services Terms of Use.

- a. **Online Services Descriptions.** Esri publishes Online Services Subscription-specific terms of use at <https://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#).
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. Such notices will be provided in writing to both Contract Managers listed in the Notice section of this Agreement. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.
- d. **Limits on Use of Online Services, Service Credits.** Each Online Services Subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify all of the Customer's subscription account administrators when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

**2.5 Named User Licenses.** Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

#### a. Named Users.

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.

3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. **Value-Added Applications.**

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
  2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
  3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
  4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
  5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
  6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.
- c. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

## 2.6 Limited-Use Programs.

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

## 3.0 DATA

**3.1 Definitions.** The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.

- b. **"Esri Content Package(s)"** means a digital file containing ArcGIS Online basemap Data extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

### 3.2 Permitted Uses.

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Customer may include representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups) for use in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

### 3.3 Use Restrictions.

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
  - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
  - 2. Synchronized multivehicle routing; or
  - 3. Synchronized route optimization.
- e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Michael Bauer Research International Boundaries Data ("MBR Data").* Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

**3.4 Supplemental Terms and Conditions for Data.** Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at [www.esri.com/legal/third-party-data](http://www.esri.com/legal/third-party-data).

## 4.0 MAINTENANCE

**4.1 US Customers.** Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

**4.2 Customers outside the United States.** Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

## 5.0 PROFESSIONAL SERVICES

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

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

**5.2 Permitted Uses.** Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

### 5.3 Task Orders and Project Schedule.

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order. The Task Order(s), upon execution, becomes part of this Agreement.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format, to include a corresponding project schedule,
- d. A mechanism to determine and track Deliverable progress, and details surrounding change management protocols will be provided upon request.
- d. Each party will identify, in writing, the project managers who are responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's Contract Manager, any party may replace their project manager at any time with a similarly qualified person. This written notice will be provided to all Contract Managers simultaneously.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless all parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

### 5.4 Ownership of Deliverables and Inventions.

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

## 5.5 Acceptance.

- a. **For Firm Fixed Price Task Orders.** Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
  2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 15 business days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
  3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 15 business days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 working days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 working days after performance. Deliverables produced under a time and materials Task Order will not be subject to acceptance testing.

**5.6 Warranty for Deliverables.** Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of [Attachment B](#).

**5.7 Changes.** The parties may make changes within the general scope of a Task Order by mutual agreement. Upon execution, the Task Order(s) becomes part of this Agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

**5.8 Customer Termination for Convenience.** Customer may terminate any Task Order at any time upon 30 calendar days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected. If the Agreement is terminated early, then Esri shall deliver such information and items completed up to the early termination date to the Customer promptly.

## 5.9 Payment; Invoices.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.

Esri shall submit monthly invoices in sufficient detail for a proper pre-audit and post-audit thereof. The monthly narrative invoice will describe the services performed and the dates that the services were performed. Esri agrees that the terms and conditions of invoicing and payment are governed by sections 3.5 and 3.5.1, *Joint Policies and Procedures of the Presiding Officers* (2018), the substance of which is below in section B.9.1.

- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
- c. **For Time and Materials Task Orders.**
  1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
  2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

**5.10 System and Data Access.** Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

## **6.0 ESRI MANAGED CLOUD SERVICES**

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

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

### **6.2 Provision of Esri Managed Cloud Services.**

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Esri shall submit monthly invoices in sufficient detail for a proper pre-audit and post-audit thereof. The monthly narrative invoice will describe the services performed and the dates that the services were performed. Esri agrees that the terms and conditions of invoicing and payment are governed by sections 3.5 and 3.5.1, *Joint Policies and Procedures of the Presiding Officers* (2018), the substance of which is below in Section B.9.1. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri



Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).

- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

## 7.0 TRAINING

**7.1 Definitions.** The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the Customer's learning management system.
- c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their learning management system.
- d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **"Esri Training Event Assistant"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day training price throughout the Term of the Training Pass.
- i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.

## 7.2 Permitted and Prohibited Uses.

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement.

Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.

- e. Customer will retain ownership of any Customer-Supplied Training Data.

### **7.3 Esri's Responsibilities.**

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

### **7.4 Customer's Responsibilities.**

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Event Assistant with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
  - 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
  - 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Event Assistant upon receipt of the shipment; and
  - 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

### **7.5 Student Registration and Training Event Change Policy.**

- a. Customer will provide advance written notice to Esri Customer Service at [service@esri.com](mailto:service@esri.com) to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.

- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

#### **7.6 Invoicing; Prepaid Fees.**

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This section 7.6 does not apply to Training provided under the Advantage Program.

#### **7.7 Availability and General Provision of Wireless Service.**

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

#### **7.8 Esri E-Learning in the Customer's Learning Management System.**

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/en-us/legal/overview>.
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/en-us/legal/overview>.

### **8.0 ADVANTAGE PROGRAM**

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

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at [www.esri.com/services/eeap/components](http://www.esri.com/services/eeap/components), or the Advantage Program for Partners, as described at [www.esri.com/partners/bpap/components](http://www.esri.com/partners/bpap/components).
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services" or "PSS"** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

**8.2 Advantage Program Description.** The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

**8.3 Authorized Contact Information.** Customer identifies the following person as its initial Authorized Contact.

**(to be completed by Customer):**

Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, ZIP: \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

**8.4 Current on Maintenance.** Customer must remain current on standard Software Maintenance during the Advantage Program term.

**8.5 Authorization of Learning and Services Credits Use.** Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

**8.6 Activity Descriptions for Esri Managed Cloud Services.** The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.

- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

**8.7 Travel and Per Diem Expenses.** Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Customer will use Learning and Services Credits for travel and per diem expenses.

**8.8 Notification of Consumed Credits.** Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

**8.9 Review of Proposed Activities.** Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

#### **8.10 Invoicing.**

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

**8.11 Termination and Expiration.** Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

## ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

**"Affiliate"** means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"API"** means application programming interface.

**"ArcGIS Website"** means [www.arcgis.com](http://www.arcgis.com) and any related or successor websites.

**"Authorization Code(s)"** means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

**"Beta"** means any alpha, beta, or other pre-release version of a Product.

**"Cloud Services"** means Online Services and Esri Managed Cloud Services.

**"Content"** means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

**"Control"** means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"Customer Content"** means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

**"Data"** means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

**"Deliverables"** means anything that Esri delivers to Customer as a result of performance of Professional Services.

**"Documentation"** means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

**"Esri Managed Cloud Services"** means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

**"Esri Offering(s)"** means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

**"GIS"** means geographic information system.

**"Maintenance"** means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

**"Malicious Code"** means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

**"Online Services"** means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

**"Ordering Document(s)"** means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

**"Perpetual License"** means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

**"Product(s)"** means Software, Data, and Online Services.

**"Professional Services"** means any development or consulting services that Esri provides to Customer.

**"Sample(s)"** means sample code, sample applications, add-ons, or sample extensions of Products.

**"Service(s)"** means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

**"Software"** means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

**"Specification(s)"** means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

**"Task Order(s)"** means an Ordering Document for Services.

**"Term License"** means a license for use of an Esri Offering for a limited time period ("**Term**").

**"Third-Party Content"** means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

**"Training"** means (i) Product training or (ii) related training that Esri provides under this Agreement.

**"Training Materials"** means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

**"Value-Added Application(s)"** means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

## **ATTACHMENT B GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

### **ARTICLE B.1—GENERAL USE RESTRICTIONS**

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
  1. Disclosed in source code form to third parties;
  2. Licensed to third parties for the purpose of making derivative works; or
  3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

### **ARTICLE B.2—TERM AND TERMINATION**

**B.2.1** Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 calendar days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

**B.2.2** If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.



**B.2.3** Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

**B.2.4** As dictated by Florida Statutes, the performance of the Agreement shall be subject to and contingent upon the availability of funds lawfully appropriated by and to the Florida Legislature and applicable for the purpose of the services specified.

### **ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS**

**B.3.1 Limited Warranties.** Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

Esri warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, Florida Statutes, or on any other respective state or the federal government lists.

**B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.**

**B.3.3 General Disclaimer.** Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

**B.3.4 Disclaimers.**

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including [www.esri.com](http://www.esri.com) and [www.arcgis.com](http://www.arcgis.com). Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

**B.3.5 Exclusive Remedy.** Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

#### **ARTICLE B.4—LIMITATION OF LIABILITY**

**B.4.1 Disclaimer of Liability.** Neither Customer, Esri, nor any Esri distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

**B.4.2** The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

**B.4.3 Applicability of Disclaimers and Limitations.** Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

**B.4.4** The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

#### **ARTICLE B.5—INDEMNIFICATIONS**

**B.5.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

#### **B.5.2 Infringement Indemnity.**

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

**B.5.3 General Indemnity.** Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

**B.5.4 Conditions for Indemnification.** As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

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

## ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
  1. Premises and operations;
  2. Blanket contractual liability;
  3. Broad form property damage;
  4. Independent contractors;
  5. Personal injury, with employee exclusion deleted; and
  6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

## ARTICLE B.7—SECURITY AND COMPLIANCE

**B.7.1 Security.** Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at [securesupport@esri.com](mailto:securesupport@esri.com) for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

**B.7.2 Malicious Code.** Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

**B.7.3 Export Compliance.** Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification

Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

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

## **ARTICLE B.8—CLOUD SERVICES**

**B.8.1 Prohibited Uses.** Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

**B.8.2 Service Interruption.** System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

### **B.8.3 Customer Content.**

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
  1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
  2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

**B.8.4 Removal of Customer Content.** Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at [www.esri.com/legal/dmca\\_policy](http://www.esri.com/legal/dmca_policy).

**B.8.5 Service Suspension.** Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud

Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

**B.8.6 Notice to Esri.** Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services. Esri will notify Customer's account administrator within a reasonable timeframe if Esri becomes aware of (i) a successful unauthorized access, use, disclosure, modification or destruction of Customer's Content or account, (ii) interference with the operations of Online Services adversely affecting Customer's access to services provided, or (iii) the use of non-United States based servers to provide Online Services. It is Customer's sole responsibility to determine whether or not to notify and to provide such notification to Customer's data subjects that may be affected by a security/privacy incident.

## **ARTICLE B.9—GENERAL PROVISIONS**

**B.9.1 Payment.** Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

- a. **Invoice Processing Time Limits** (1) A voucher authorizing payment of an invoice submitted to a unit of the Legislature will be filed with the Florida Department of Financial Services (DFS) no later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that, in the case of a bona fide dispute, the voucher will contain a statement of the dispute and authorize payment only in the amount not disputed. Approval and inspection of goods or services will take no longer than five working days unless the bid specifications, purchase order, or contract specifies otherwise. If a voucher filed within the 20-day period is returned by DFS because of an error, it will nevertheless be deemed timely filed. For the purposes of determining the receipt of invoice date, the Legislature is deemed to receive an invoice on the date on which a proper invoice is first received in the Finance & Accounting Office. The Legislature is deemed to receive an invoice on the date the invoice was postmarked if the Finance & Accounting Office failed to annotate the invoice with the date of receipt at the time it actually received the invoice. (2) The Finance & Accounting Office will keep a record of the date of receipt of the invoice; dates of receipt, inspection, and approval of the goods or services; date of the voucher; and date of issuance of the warrant in payment thereof. (3) The Legislature may make partial payments to a contractor upon partial delivery of goods or services or upon partial completion of construction when a request for such partial payment is made by the contractor and approved by the legislative unit. Provisions of this section will apply to partial payments in the same manner as they apply to full payments. (4) Travel and other reimbursements to state officers and employees will be the same as payments to vendors pursuant to this section.
- b. **Invoice Processing Procedure** The Finance & Accounting Office will perform the following actions on each invoice: (1) Audit each invoice, including any duplicate invoices, for compliance with the contractual agreement or purchase order and mathematical accuracy, and determine if the payment is properly authorized or not previously paid; (2) Record information into the State's accounting system; and (3) Maintain voucher files with supporting documentation, files of unpaid purchase orders, and other files as necessary to maintain adequate accounting control and documentation

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

**B.9.3 Patents.** Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to

Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

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

**B.9.5 Taxes and Fees; Shipping Charges.** Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies. If the Customer is a tax exempt entity, it shall provide a tax exemption certification to Esri Customer Service.

**B.9.6 Compliance Review.** Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

**B.9.7 No Implied Waivers.** The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision. Any waiver will be in writing and signed by authorized signatories of both the Customer and Esri.

**B.9.8 Severability.** If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

**B.9.9 Successor and Assigns.** Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

**B.9.10 Survival of Terms.** The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

**B.9.11 US Government Customer.** The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP

tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

**B.9.12 Governing Law.** This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

**B.9.13 Dispute Resolution.** The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. *If Customer is a U.S. government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), in lieu of the arbitration provisions of this clause.*

**B.9.14 Force Majeure.** A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

**B.9.15 Independent Contractor.** Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

**B.9.16 Notice** All legal or other notices and other communications required or permitted to be given under this Agreement other than routine operational communications must be in writing and must be hand delivered, or mailed via U.S. mail or express overnight courier with a reliable system for tracking delivery, or confirmed facsimile or electronic mail with a copy sent by another means specified herein, addressed to the respective parties as follows:

To House:     The Florida House of Representatives  
                  Office of the Speaker  
                  420, The Capitol  
                  402 South Monroe Street  
                  Tallahassee, FL 32399-1400

                  The Florida House of Representatives  
                  General Counsel  
                  418, The Capitol  
                  402 South Monroe Street  
                  Tallahassee, FL 32399

                  Copy to House Contract Manager

To Senate:     The Florida Senate  
                  Office of the President  
                  409, The Capitol  
                  404 S. Monroe Street

Tallahassee, FL 32399

The Florida Senate  
General Counsel  
409, The Capitol  
404 S. Monroe Street  
Tallahassee, FL 32399

Copy to Senate Contract Manager

To Esri Environmental Systems Research Institute, Inc.  
Attn.: Contracts and Legal Department  
380 New York Street  
Redlands, CA 92373-8100  
USA  
Tel.: 909-793-2853  
Email: [LegalNotices@esri.com](mailto:LegalNotices@esri.com)

The effective date of any notice under this Agreement shall be the date of delivery or refusal of such notice, and not the date of mailing.

**CONTRACT MANAGER**

The Contract Manager on behalf of the House is:

Leda Kelly  
402 House Office Building  
The Capitol, 402 South Monroe Street  
Tallahassee, FL 32399  
850-717-5577  
[Leda.Kelly@myfloridahouse.gov](mailto:Leda.Kelly@myfloridahouse.gov)

The Contract Manager on behalf of the Senate is:

Jay Ferrin  
2000, The Capitol  
404 South Monroe Street  
Tallahassee, FL 32399  
850-487-5855  
[Ferrin.Jay@flsenate.gov](mailto:Ferrin.Jay@flsenate.gov)

All written and verbal approvals referenced in the Agreement must be obtained from the parties' contract managers or their designees, and all notices must be given to the parties' contract manager.

**B.9.17 Public Records and Confidentiality** Records made or received by all parties in connection with this Agreement may be public records under Article I, Section 24 of the Florida Constitution and Section 11.0431, Florida Statutes. Some information and records made or received by all parties in connection with this Agreement may be confidential by law or statutorily exempt from disclosure. Accordingly, Esri agrees not to discuss, release, or otherwise disclose any information or records made or received in connection with this Agreement except with the express permission of the House and Senate Contract Managers. Esri further agrees to make reasonable efforts to maintain all such records and information as confidential. If any party receives a request for public records, they shall immediately notify the House and Senate Contract Managers and shall not release any records unless and until directed to do so by House and Senate Contract Managers. Refusal or failure to release such records after approval by the House and Senate Contract Managers shall constitute grounds for termination of this Agreement.



**ATTACHMENT C**  
**SAMPLE TASK ORDER**  
Esri Agreement No. \_\_\_\_\_  
Task Order No. \_\_\_\_\_

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

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

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

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

ACCEPTED AND AGREED:

*[sample only—do not sign]*  
\_\_\_\_\_  
(Customer - Florida House)

Signature: *[sample only—do not sign]* \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(Esri)**

Signature: *[sample only—do not sign]* \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[sample only—do not sign]*  
\_\_\_\_\_  
(Customer - Florida Senate)

Signature: *[sample only—do not sign]* \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

