

CONTRACT APPROVAL AND DISTRIBUTION FORM

This form shall be completed before any contract, proposal, or other document that requires review and approval is presented for signature by an authorized signatory as described in Policy _____. This document must be scanned with the contract document and all counterparts in ZCON upon completion and distributed along with the signed contract document.

Client/Vendor/Partner Name: State of Kansas	Esri Contract No.: 2010ELA7990	Contract Type: ELA	Contracts Contact: Tim Brazeal
Client Contact: Ivan Weichert	Phone: 785.296.0257	E-mail: ivan.weichert@da.ks.gov	Fax:
Requestor/Account Manager: Ed Crane	Phone: 913.383.8235	E-mail: ecrane@esri.com	Fax:

Contract Summary

Briefly describe transaction benefits, significant risks, and deviations from standard terms or policies. For generic base documents, specific nonstandard clauses should be identified and a copy of the redline draft attached.

<p>See the attached redline draft for the following changes: Effective Date changed to 01 February 2011 EAP removed 7.3 a Termination for Lack of Funds—clarified that only Appendix A, Table A-2 software must be uninstalled Appendix B ELA fee paid twice annually: 01 February and 01 August 6.7 Disabling Code—a previously negotiated section in Kansas’ MPA, which was rolled forward to the ELA 7.1 b Disclaimer of Certain Types of Liability—previously negotiated section in Kansas’ MPA, which was rolled forward to the ELA 7.2 b General Limitation of Liability—previously negotiated section in Kansas’ MPA, which was rolled forward to the ELA 9.8 Equitable Relief—mutual language 9.10 Governing Law, Arbitration—governing law changed to Kansas</p>
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Cost/Estimated Revenue: US\$819,000

Approvals

The Business Group Manager may be the Requestor, Account Manager, International Account Manager, RO Manager, Marketing Manager, Purchasing Manager, Partner Manager, Corporate Accounts Manager, or other Corporate Managers involved in the transaction.

Reviewer	Comments	Approval Signature and Date
Supervisor: Chris Johnson		Signed January 28, 2011

Administration, Distribution, and Closeout

Complete for term agreements; calendar all events that require periodic review.

Term: Three (3) years	Effective Date: February 1, 2011	Contract Number of Client/Vendor/Partner:
Related Esri File #s:	Expiration Date: January 31, 2014	Master Calendar Tickler Date(s):

The Customer Tracking Code informs sales staff that a contract price list in effect for the customer must be used for quotes. Agreements that require a Contract Tracking Code are as follows: BPAs, MPAs, MNAs, and ELAs. Contracts Admin. Asst. will request a Contract Tracking Code from Customer Service (Dana Lopez, extension 1369) and insert the code in the below field before distribution. Several departments need this number. See Closeout Distribution—Contract Tracking Code for the distribution list. Add the code to the Contract Document in ZCON under Additional Data.

Contract Tracking Code:

CLOSEOUT DISTRIBUTION

Item	Send To	Admin. Check Off
<input type="checkbox"/> Authorship Agreements:	Dorell Sayre	<input type="checkbox"/>
<input type="checkbox"/> EPN:	_____, Nancy Forrest	<input type="checkbox"/>
<input type="checkbox"/> Compliance Reports (annual, biannual, etc.) That Esri Has to Provide to Client:	Becki Gagnon in HR	<input type="checkbox"/>
<input type="checkbox"/> Confidentiality Notification: Expiration Date: _____	Check the Confidentiality box in the Contract Document in ZCON.	<input type="checkbox"/>
<input type="checkbox"/> Contract Tracking Code:	Contracts Administrative Assistant—The following departments need to be copied: Regional Office Rep, telebusiness@esri.com, and the Customer Service Rep (CSR).	<input type="checkbox"/>
<input type="checkbox"/> Contracts Master Calendar:	Jackie Meyer-Howk	<input type="checkbox"/>
<input type="checkbox"/> Corporate Accounts Management:	Bill Capella	<input type="checkbox"/>
<input type="checkbox"/> Customer Service:	CSR, Carolyn Decker, Tina Skousen, Trina Thompson	<input type="checkbox"/>
<input checked="" type="checkbox"/> Enterprise License Agreements (ELA):	Dave Wieseler, Bill Capella, Karen Chacon-Valdez, Teri Alvarez, Mike Caldwell (for Accounting), Pam Spiva-Knutson, China McNair, Julie Wright (only if Training is included), Stephanie Malone (for Support Services), Roxanne Sandoval; domestic-based ELAs to Trina Thompson, Manny Ballesteros, Carolyn Decker, Tammy Bailey, Wendy Johnson; international-based ELAs to Denise McWhorter and sapcontractpricing@esri.com (for Dom. & Int'l. CS managers & Pricing)	<input type="checkbox"/>
<input type="checkbox"/> Facilities:	_____, Dave Atchley	<input type="checkbox"/>
<input type="checkbox"/> If the Future Orders Clause Has Been Modified:	Admin. Asst. check "Mod Future Ord" in the Contract Document in ZCON	<input type="checkbox"/>
<input type="checkbox"/> Geography Network Agreements:	Earl Nordstrand, Luci Green, Deane Kensok, Jim Hoag, Rose Arnold	<input type="checkbox"/>
<input type="checkbox"/> Insurance Certificates:	Cindy Grande	<input type="checkbox"/>
<input type="checkbox"/> International:	_____, Country Manager	<input type="checkbox"/>
<input type="checkbox"/> Marketing:	Debra Parish	<input type="checkbox"/>
<input type="checkbox"/> Master Purchase Agreements:	CSR, Carolyn Decker, Trina Thompson, Pam Spiva, China McNair, Julie Wright (only if Training is included), Stephanie Malone, Miranda Carberry (for Support Services), sapcontractpricing@esri.com (for Dom. & Int'l. CS managers & Pricing), Wendy Johnson, Robin Espinoza	<input type="checkbox"/>
<input type="checkbox"/> Multinational Agreements (MNA):	Bill Capella, Mike Caldwell (for Accounting), Pam Spiva-Knutson, China McNair, Julie Wright (only if Training is included), Stephanie Malone (for Support Services); domestic-based MNAs to Trina Thompson; international-based MNAs to Denise McWhorter and sapcontractpricing@esri.com (for Dom. & Int'l. CS managers & Pricing), Carolyn Decker	<input type="checkbox"/>
<input type="checkbox"/> Nonpublicity List:	Jackie Ricks	<input type="checkbox"/>
<input type="checkbox"/> Outsourced Contracts (when Esri is paying money out):	PurchasingContracts@esri.com	<input type="checkbox"/>

<input type="checkbox"/> Product or Program Manager:		<input type="checkbox"/>
<input type="checkbox"/> Professional Services:		<input type="checkbox"/>
<input type="checkbox"/> Purchasing:	Clark Hannah	<input type="checkbox"/>
<input checked="" type="checkbox"/> Regional Office Rep:	Ed Crane	<input type="checkbox"/>
<input type="checkbox"/> Source Code Escrow:	Lisa Horn	<input type="checkbox"/>
<input type="checkbox"/> Third-Party OEM/Reseller Agreements:	Debra Parish, Mike Caldwell, Rose Arnold, Luci Green, Ann Cavazos	<input type="checkbox"/>
<input type="checkbox"/> Third-Party Tracking Database:	Tyler Ward	<input type="checkbox"/>
<input type="checkbox"/> Training (Esri is providing to client):	Martha Osborne, Pam Spiva-Knutson, China McNair, Julie Wright	<input type="checkbox"/>
<input type="checkbox"/> Training (Client is providing to Esri):	Joey Kolasinsky	<input type="checkbox"/>
<input type="checkbox"/> Personal Services Agreements:	HR; Accounts Payable (John Lyell)	
<input type="checkbox"/> Other:		<input type="checkbox"/>
Kickoff Meeting Scheduled For:		<input type="checkbox"/>

Note: To view the scanned document in SAP/R3, refer to Policy No. 6.14, Other Departments Read Access to ZCON.



ENTERPRISE LICENSE AGREEMENT
(E119 6/09)

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

Agreement No. 2010ELA7990

This Enterprise License Agreement including the documents listed below (collectively, "Agreement" or "ELA") is between the State of Kansas ("State") and Environmental Systems Research Institute, Inc. ("ESRI"), and is effective as of 01 February 2011. This Agreement provides for the licensing and deployment of certain ESRI Software, delivery of ELA maintenance, and provision of ESRI International User Conference registrations and any additional services as specified herein.

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

1. Enterprise License Agreement signature page(s), E119
2. Enterprise License Terms and Conditions, E512, including;
 - Appendix A, Software and Deployment Schedule
 - Appendix B, Enterprise License Fee Schedule
 - Appendix C, State Annual Deployment Report
 - Appendix D, ELA Points of Contact
 - Appendix E, Tier 1 Help Desk Authorized Individuals
 - Appendix F, Eligible Agencies
3. License Agreement comprised of the now-current versions of the below listed documents as previously approved in existing Kansas Master Purchase Agreement 2005MPA1199. A copy of the current version of these documents is included in this ELA. For future reference purposes the License Agreement will also be known as 2005MLA1199.
 - General License Terms and Conditions, E200
 - ESRI Exhibit 1, Scope of Use, E300


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

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

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

ACCEPTED AND AGREED:

STATE OF KANSAS
(State)


By: 
Authorized Signature

Printed Name: CHRIS HOWE

Title: DIRECTOR OF PURCHASES

Date: 1/25/11

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(ESRI)

By: 
Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Domestic Contracts

Date: JAN 28 2011

**ARTICLE 1—DEFINITIONS**

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

- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the Enterprise License Software (and its related keycodes/registration files), or its having been redistributed, by State, during the term of this ELA for installation and use on Licensee's hardware.
- "ELA Fee" means the fee set forth in Appendix B, ELA Fee Schedule.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri for Enterprise License Software and Rolled-In Software.
- "Eligible Agencies" means the participating State governmental entities (e.g., commissions, departments, bureaus, offices, boards, or agencies) that are identified in Appendix F as eligible to participate under this ELA.
- "Enterprise License Software" means the Software (includes Data, Web Services, and Documentation provided with the particular item as separately licensed) identified in Table A-1 and Table A-2 of Appendix A, Software and Deployment Schedule. Enterprise License Software does not include unit-priced item(s) or Esri technology that may be embedded in third-party products purchased by Licensee.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" means the General License Terms and Conditions (E200) and Exhibit 1, Scope of Use (E300), referenced on the signature page of this ELA.
- "Licensee" means State inclusive of its Eligible Agencies. For avoidance of doubt, the definition of Licensee will not include consultants or contractors.
- "Rolled-In Software" means Software of the same type as Enterprise License Software that Licensee acquired for use prior to the Effective Date that is current on paid maintenance (as shown in Esri's customer service records) and that receives ELA Maintenance during the term of the ELA.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications specified in the most current applicable Esri U.S. Software Maintenance Program.
- "Tier 1 Help Desk" means State point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in its attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. Licensee's use of the Enterprise License Software is subject to the License Agreement and any additional terms set forth in this Article 2 and in Article 3 below. Rolled-In Software will be licensed in accordance with the License Agreement.

2.2 Beta License. Beta licenses are not available under this ELA as Enterprise License Software or Unit Price Software. Beta Software, Beta Data, and Beta Web Services, if requested, will be licensed separately and individually under the terms of the License Agreement (see Beta License in section 3) only. No other benefits, grants or rights provided in this ELA shall apply or be provided/granted.

2.3 Consultant Access. Section 3.4, Consultant Access, of the General Terms and Conditions—E200 in the License Agreement is modified to add the restriction that access to and use of any Enterprise License Software is restricted to use by consultants and contractors for the sole benefit of Licensee while (i) working on-site at Licensee's facilities; (ii) remotely accessing or using Enterprise License Software from Licensee's on-site computers or machines; or (iii) remotely

using/accessing Enterprise License Software from a third party's computers or machines under contract to Licensee. Licensee shall require consultant or contractor to discontinue access to and use of Enterprise License Software upon completion of work for Licensee.

2.4 State Responsibility. State shall remain primarily responsible to Esri for compliance by Licensees (including their users) with the terms and conditions of this ELA.

ARTICLE 3—SCOPE OF USE

There are Additional Restrictions, Permitted Uses, and Uses Not Permitted for State and Licensee incorporated into this ELA. The Permitted Uses and Uses Not Permitted sections of the General License Terms and Conditions portion of the License Agreement, are modified by Sections 3.1 and 3.2 as follows:

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

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

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

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

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

ARTICLE 4—MAINTENANCE

4.1 ELA Maintenance. ELA Maintenance is included in the ELA Fee. Rolled-In Software and Enterprise License Software will receive ELA Maintenance, provided that standard maintenance is available for each item. ELA Maintenance includes benefits specified in the most current applicable Esri U.S. Software Maintenance Program document (found at www.esri.com/legal) as modified by this Section 4.1.

a. Tier 1 Support Provided by State

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

- (6) State may assign up to the quantity of named Tier 1 Help Desk individuals listed in Appendix B. These individuals will be identified in Appendix E and are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support.

b. Tier 2 Support Provided by Esri

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

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

5.1 Purchase Orders, Delivery, and Deployment

- a. State shall issue a purchase order upon execution of the ELA and annually thereafter in accordance with the fee schedule in Appendix B. These fees will be due and payable within thirty (30) days of the anniversary date of the ELA, with the initial payment due within thirty (30) days of execution of the ELA.
- b. Upon receipt of the initial purchase order from State, Esri shall authorize State to download Enterprise License Software listed in Appendix B. If requested by State, Esri will deliver a limited number of sets of backup media as provided in Appendix B to the ship-to address identified in Appendix D, ELA Points of Contact, FOB destination with shipping charges prepaid. State may purchase additional backup media sets at the prices in effect at the time of purchase.
- c. Esri shall provide registration numbers or keycodes, as applicable, to activate the nondestructive copy protection program that enables the Enterprise License Software to operate.
- d. State shall track the Deployment status of Enterprise License Software.

5.2 Purchase Order Requirements

- a. Any purchase orders issued by State will reference, incorporate, and be subject to the terms and conditions of this ELA. No additional, conflicting, or different terms contained in a purchase order or ordering document will be binding. All orders and deliveries pertaining to this ELA will be processed through State's centralized point of contact.
- b. The following information will be included in each purchase order:
 - (1) Esri customer number and the ship-to address as identified in Appendix D.
 - (2) Purchase order number.
 - (3) Applicable annual payment due, or, for optional EEAP items shown in Appendix B, the quantity, description, and price.
 - (4) On the face of the purchase order, print the following statement: "Governed by and subject to Enterprise License Agreement No. "2010ELA7990".

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

5.4 Esri International User Conference Registration. Esri shall provide Esri International User Conference registrations to State annually during the term of this ELA in the quantities set forth in Appendix B. State is responsible for distributing the

registrations to Licensees. Third parties may not represent or attend on behalf of State or Eligible Agencies at any Esri International User Conference.

ARTICLE 6—POINTS OF CONTACT; NOTICES

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

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

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

To: State
as listed in Appendix D

ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

7.1 Term. The term of the ELA will be for the period listed in Appendix B, commencing on the Effective Date unless this ELA is terminated earlier as provided herein.

7.2 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The breaching party will be given a period of ten (10) days from date of written notice to cure any material breach. Upon termination of this ELA by Esri for a material breach, all licenses Deployed will also terminate, and the full amount of unpaid ELA Fees will be due and payable by State within thirty (30) days from the date of termination. Licensees shall uninstall, remove, and destroy all Enterprise License Software; training materials; and any whole or partial copies, modifications, or merged portions in any form. State shall deliver evidence of such destruction to Esri, which evidence will be in a form acceptable to Esri. Licensee may continue to use Rolled-In Software, provided Licensee complies with the terms and conditions of the License Agreement. Further, Esri agrees that Licensee is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Licensee orders maintenance at time of ELA termination. Other items that may be included in this ELA such as EAP, Virtual Campus annual user license, access codes, Virtual Campus dollar credits, and User Conference registrations, will also terminate if this ELA is terminated.

7.3 Termination for Lack of Funds. Licensee's obligation to pay the amounts due for following fiscal years is contingent upon appropriation of funds for this ELA. Licensee or ESRI may terminate this ELA in the event such funding is not made available ("Lack of Funds"). If either party terminates for Lack of Funds, it will give the other party written notice of termination prior to the ELA anniversary date. In all cases, the effective date of the termination shall be the last day of that payment period immediately prior to the annual anniversary date for the next payment.

Under no circumstances may Licensee deploy additional copies of the Software, Data, or Documentation upon termination of the ELA for Lack of Funds.

In the event that the ELA is terminated for Lack of Funds the following conditions shall apply:

- a. For all Deployed Software, Data, or Documentation and any whole or partial copies identified in Appendix A, Table A-2, Licensee must uninstall, remove and destroy same, however, Licensee(s) may continue to use Rolled-In Software, subject to its compliance with the License Agreement;
- b. Licensee may continue to use Deployed Enterprise License Software, Data, or Documentation identified in Appendix A, Table A-1, provided:
 - i. Licensee shall report the quantity and types of Deployed Enterprise License Software, and ESRI shall determine the quantity and type of Software, Data, or Documentation that Licensee may continue to use

under the License Agreement terms. This determination shall be based on the value of the software Deployed at commercial list prices against a portion of the amounts paid (portion of ELA Fee applicable to Enterprise License Software licenses identified in Table A-1. The remaining portion of the ELA Fee used for the calculation will not include amounts for items in Table A-2 or sunk costs such as maintenance and EAP). Licensee shall uninstall, remove, and destroy the Deployed Enterprise License Software valued in excess of the remaining portion of the ELA Fee to reach an authorized level of quantities and types. The remaining authorized quantities and types of software ("Remaining Software") shall be licensed in accordance with the License Agreement; and

- ii. Rolled-In Software licenses of the type identified in Table A-1 shall not terminate and may be used at the version level they have been upgraded to at the time of termination. Use and licensing of Rolled-In Software licenses shall be in accordance with the License Agreement.

- c. No refund will be provided to Licensee for payments made prior to termination.

Within thirty (30) days of termination of the ELA for Lack of Funds, Licensee will document in writing to ESRI the total quantity and type (e.g., Product) of Remaining Software and Rolled-In Software for which Licensee desires to obtain maintenance, if any. Payment of maintenance fees for such Remaining Software and Rolled-In Software for which Licensee wishes to have maintenance, if any, will be effective from the date of the ELA termination, provided that Licensee allocates appropriate funds. Maintenance reinstatement fees shall not be required for maintenance on Rolled-In Software that lapsed during the term of the ELA. Other items that may be included in this ELA such as EAP, Virtual Campus training access/VC dollar credits, and User Conference Registrations shall also terminate if this ELA is terminated for Lack of Funds

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

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

ARTICLE 8—RESERVED

ARTICLE 9—RELATIONSHIP OF THE PARTIES

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

ARTICLE 10—FORCE MAJEURE

If the performance of any obligation under this ELA is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; war, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so

affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 11—GIS STANDARD

State will officially name Esri as its GIS standard and act as a reference for other Esri customers and potential customers as long as the ELA remains in effect. This ELA will not be construed or interpreted as an exclusive dealings agreement, and State and each Eligible Agency reserve the right to purchase from third parties any of their requirements for GIS software, or related services.

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

ARTICLE 12—ADMINISTRATIVE REQUIREMENTS

12.1 OEM Licenses. If Licensee obtains Software, Data, Web Services, or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Esri, Licensee will not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based upon the availability of such Software, Data, or Web Services, as Enterprise License Software under this ELA. In addition, such Software, Data, Web Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

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

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

ARTICLE 13—GENERAL PROVISIONS

13.1 The General Provisions and Limitations of Liability of the License Agreement will apply to the entire ELA. If there is a conflict among any of the other terms and conditions in the various documents, the order of descending precedence will be as follows: (1) E119 Signature Page, (2) E512 ELA Terms and Conditions, (3) E300 Scope of Use, and (4) E200 General License Terms and Conditions. In the event this ELA includes Enterprise Advantage Program, the terms and conditions of the Enterprise Advantage Program Addendum will take precedence over the provision of the ELA with respect to the Enterprise Advantage Program. Except as otherwise expressly provided herein, any amendment or Addendum to this ELA must be in writing and signed by an authorized representative of each party.

13.2 Survival of Certain ELA Clauses. The provisions of Article 7.4 of this Enterprise License Terms and Conditions document (E512) will survive the expiration or termination of this ELA.

**APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE**

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

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

Item	Total Qty./Seats to Be Deployed
Desktop Software	
ArcView	Unlimited
ArcEditor	Unlimited
ArcInfo	Unlimited
Desktop Extension Software	
Spatial Analyst, 3D Analyst, Network Analyst, Geostatistical Analyst, ArcGIS Publisher, ArcGIS Schematics, Maplex, Workflow Manager	Unlimited
Server Software and Extensions	
ArcGIS Server (basic, standard, advanced - Workgroup or Enterprise), ArcIMS	Unlimited
ArcGIS Server Extensions: Spatial, 3D, Network, Geostatistical, Schematic, Image, GeoPortal	Unlimited
Development Tool	
ArcGIS Engine Runtime Deployments	Unlimited
ArcGIS Engine Runtime Extensions: Spatial, 3D, Network, Geodatabase Update	Unlimited

**Table A-2
Enterprise License Software—Limited Quantities**

Item	Total Qty./Seats to Be Deployed
Esri Developer Network	5
Esri Production Mapping	5

**APPENDIX B
ELA FEE SCHEDULE**

The ELA Fee is \$819,000. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance, Esri International User Conference registrations.

	Year 1	Year 2	Year 3	ELA Fee
Payments	<i>\$273,000</i>	<i>\$273,000</i>	<i>\$273,000</i>	<i>\$819,000</i>
Payment Schedule				
½ Payment Due 01 February	<i>136,500</i>	<i>136,500</i>	<i>136,500</i>	
½ Payment Due 01 August	<i>136,500</i>	<i>136,500</i>	<i>136,500</i>	

Number of Esri International User Conference Registrations per Year	15
Number of Tier 1 Help Desk Individuals	10
Number of Sets of Backup Media, if requested	Up to 3 sets
Support Incidents for EDN (if included)	One 10-pack/yr
Term of ELA pursuant to Section 7.1	Three (3) years from Effective Date

**APPENDIX D
ELA POINTS OF CONTACT**

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

1. Esri point of contact for order processing issues:

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

2. Esri contact for Tier 2 Support issues:

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

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

Name: Ivan Weichert
E-mail: Ivan.Weichert@da.ks.gov
Phone: 785-296-0257
Fax: 785-296-1168

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

State Office: Kansas Data Access and Support Center (DASC)
Name: Ken Nelson, DASC Manager
Address: 1930 Constant Avenue
Lawrence, KS 66047

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

State Office: Kansas Information Technology Office
Name: Ivan Weichert
Address: 900 SW Jackson Street, Rm 751-S
Topeka, KS 66612-1275

**APPENDIX E
TIER 1 HELP DESK AUTHORIZED INDIVIDUALS**

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

- | | |
|---|--|
| <p>1. Name: Ken Nelson, DASC
Address: 1930 Constant AVE
Lawrence KS 66047
Phone: 785.864.2000
Fax: 785.864.5317
E-mail: nelson@kgs.ku.edu</p> <p>2. Name: Kelly Emmons, KDA
Address: 109 SW 9th ST
Topeka KS 66612
Phone: 785.296.0599
Fax:
E-mail: Kelly.Emmons@kda.ks.gov</p> <p>3. Name: A.J. Thomas, KDHE
Address: 1000 SW Jackson ST – Ste 10
Topeka KS 66612
Phone: 785.296.8078
Fax: 785.368.7033
E-mail: athomas@kdheks.gov</p> <p>4. Name: Tina Rajala, KWO
Address: 901 S Kansas AVE
Topeka KS 66612
Phone: 785.296.0875
Fax: 785.296.0878
E-mail: tina.rajala@kwo.ks.gov</p> <p>5. Name: Wayne Page, KCC
Address: 1500 SW Arrowhead RD
Topeka KS 66604
Phone: 785.271.3100
Fax: 785.271.3354
E-mail: w.page@kcc.ks.gov</p> | <p>6. Name: Jerry Whistler, KBS
Address: 2101 Constant AVE
Lawrence KS 66047
Phone: 785.864.1513
Fax: 785.864.1534
E-mail: Whistler@ku.edu</p> <p>7. Name: Jessica Frye, KDEM/TAG
Address: 2800 SW Topeka BLVD, Rm 165
Topeka KS 66611
Phone: 785.274.1610
Fax: 785.274.1619
E-mail: Jessica.P.Frye@us.army.mil</p> <p>8. Name: Marvin Bush, KDHE
Address: 1000 SW Jackson ST, Ste 10
Topeka KS 66612
Phone: 785.296.8078
Fax: 785.368.7033
E-mail: mbush@kdheks.gov</p> <p>9. Name: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____</p> <p>10. Name: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____</p> |
|---|--|

**APPENDIX F
KANSAS STATE ELIGIBLE AGENCIES**

DISC AGENCY #	AGENCY NAME
34	ADJUTANT GENERAL
39	DEPARTMENT ON AGING
46	KANSAS DEPARTMENT OF AGRICULTURE
55	ANIMAL HEALTH DEPARTMENT
58	KANSAS HUMAN RIGHTS COMMISSION
82	ATTORNEY GENERAL
83	KANSAS BUREAU OF INVESTIGATION
94	BANK COMMISSIONER
102	BEHAVIORAL SCIENCES REGULATORY BOARD
105	STATE BOARD OF HEALING ARTS
143	CORPORATION COMMISSION
159	STATE DEPARTMENT OF CREDIT UNIONS
171	KANSAS HEALTH POLICY AUTHORITY
173	DEPARTMENT OF ADMINISTRATION
176	KANSAS DEVELOPMENT FINANCE AUTHORITY
178	OFFICE OF ADMINISTRATIVE HEARINGS
206	BOARD OF EMERGENCY MEDICAL SERVICES
234	FIRE MARSHAL
264	DEPARTMENT OF HEALTH AND ENVIRONMENT
276	DEPARTMENT OF TRANSPORTATION
280	KANSAS HIGHWAY PATROL
288	STATE HISTORICAL SOCIETY
296	DEPARTMENT OF LABOR
300	KANSAS DEPARTMENT OF COMMERCE
331	INSURANCE DEPARTMENT
349	JUDICIAL COUNCIL
350	JUVENILE JUSTICE AUTHORITY
359	KANSAS ARTS COMMISSION
365	KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM
371	KANSAS TECHNOLOGY ENTERPRISE CORPORATION
373	STATE FAIR BOARD
422	LEGISLATIVE ADMINISTRATIVE SERVICES
425	LEGISLATIVE RESEARCH DEPARTMENT
428	LEGISLATURE
434	STATE LIBRARY
450	KANSAS LOTTERY
482	BOARD OF NURSING
521	DEPARTMENT OF CORRECTIONS
531	BOARD OF PHARMACY
540	LEGISLATIVE DIVISION OF POST AUDIT
543	KANSAS REAL ESTATE APPRAISAL BOARD
549	REAL ESTATE COMMISSION
553	KANSAS RACING AND GAMING COMMISSION
561	BOARD OF REGENTS

562 COURT OF TAX APPEALS
565 DEPARTMENT OF REVENUE
622 SECRETARY OF STATE
625 SECURITIES COMMISSIONER OF KANSAS
626 KANSAS SENTENCING COMMISSION
629 DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES
634 STATE CONSERVATION COMMISSION
652 DEPARTMENT OF EDUCATION
663 BOARD OF TECHNICAL PROFESSIONS
670 STATE TREASURER
677 JUDICIAL BRANCH
694 COMMISSION ON VETERAN'S AFFAIRS
709 KANSAS WATER OFFICE
710 KANSAS DEPARTMENT OF WILDLIFE AND PARKS
KANSAS DATA ACCESS AND SUPPORT CENTER

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(E300 10/15/2010)**

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- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS Server Geoportals Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, 35, and 53)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (either 1 or 2 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)

- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)
- Esri Business Analyst Server
 - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
 - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportals Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)

Data

- ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook•America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5, 21 and 48)

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