

Esri Use Only:  
 Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
 COUNTY AND MUNICIPALITY GOVERNMENT  
 (E214-4)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
 ArcGIS Desktop Standard  
 ArcGIS Desktop Basic  
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise (Advanced and Standard)  
 ArcGIS Monitor  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Runtime Standard  
 ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
 Two (2) ArcGIS CityEngine Single Use Licenses  
 500 ArcGIS Online Viewers  
 500 ArcGIS Online Creators  
 62,500 ArcGIS Online Service Credits  
 500 ArcGIS Enterprise Creators  
 7 ArcGIS Insights in ArcGIS Enterprise  
 7 ArcGIS Insights in ArcGIS Online  
 100 ArcGIS Location Sharing for ArcGIS Enterprise  
 100 ArcGIS Location Sharing for ArcGIS Online  
 5 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
 5 ArcGIS Utility Network User Type Extensions (Enterprise)  
 5 ArcGIS Trace Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Broken Arrow  
\_\_\_\_\_  
(Customer)

By: Debra Wimpee  
Authorized Signature

Printed Name: Debra Wimpee

Title: Mayor

Date: 8/16/2023

**APPROVED AS TO FORM:**  
[Signature]  
Deputy City Attorney

Curtis Green

8/16/2023



**CUSTOMER CONTACT INFORMATION**

Contact: Heather Leader

Telephone: 918-259-7000 x7394

Address: 485 N Poplar Ave

Fax: \_\_\_\_\_

City, State, Postal Code: Broken Arrow, OK 74012

E-mail: h1leader@brokenarrowok.gov

Country: USA

Quotation Number (if applicable): \_\_\_\_\_



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190936928892889  
Fax #: 909-307-3083

**Quotation**  
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<b>Date:</b> 06/29/2023	<b>Quotation No:</b> 26153464	<b>Customer No:</b> 152249	<b>Contract No:</b> SMALL GOVT ELA US
Item	Qty	Material#	Unit Price      Extended Price

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US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to [service@esri.com](mailto:service@esri.com)

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD \$85,160 plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

<u>Debra Wimpee</u>	<u>8/16/2023</u>
Signature of Authorized Representative	Date
<u>Debra Wimpee</u>	<u>Mayor</u>
Name (Please Print)	Title



Curtis Green  
8/16/2023

**APPROVED AS TO FORM:**  
[Signature]  
Deputy City Attorney