

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM TO THE
ENTERPRISE AGREEMENT
WITH
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(ArcGIS Platforms)**

The underlying County Addendum (the “Addendum”) to the Enterprise Agreement (“Agreement”), between Environmental Systems Research Institute, Inc. (“ESRI”) and Williamson County, Texas (“Customer” or “The County”) is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

- 1. Incorporated Documents:** This Addendum constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:
 - This Addendum;
 - Environmental Systems Research Institute, Inc.’s Enterprise Agreement No. _____
 - Environmental Systems Research Institute, Inc.’s Master Agreement No. _____) and
 - Renewal EA Proposal Offer Letter – Proposed Date: August 29, 2025

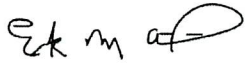
- 2. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- 3. The County's Right to Audit.** ESRI agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy all quotations, purchase orders, or invoices which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. For the avoidance of doubt, ESRI's records of indirect costs, overhead costs, profits, profit margins, or offerings to any other ESRI customer are not applicable under this Section. The County shall give ESRI reasonable advance notice of intended audits.
- 4. Payment, Interest and Late Payments.** In addition to the order provisions of Section 4.0 (Ordering, Delivery, and Deployment) of the Enterprise Agreement, the County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the Williamson County Auditor receives an invoice for the goods or services.
- 5. General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. The policies shall allow **Williamson County, Texas and its directors, officers and employees to be covered as additional insureds** under the general liability and auto liability coverages of required policies, and such insurance shall be primary, and any insurance maintained by The County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of The County. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. ESRI shall furnish The County with a certification of coverage issued by the insurer. ESRI shall use commercially reasonable efforts to ensure continuous coverage during the term of this Agreement. **In addition to any other notification requirements set forth hereunder, County will receive prompt notice of cancellation or nonrenewal of for the general liability and auto liability policies, provided that no such notice is required if ESRI buys a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this paragraph.**
- 6. Sales and Use Tax Exemption.** The County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by The County. Exemption certificates will be provided to contractors and suppliers upon request.
- 7. Texas Public Information Act.** It is understood that County is subject to Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"). If County receives a request for the disclosure of Esri's confidential information, pursuant to the Public Information Act, County will promptly notify Esri of the disclosure request, including (if permitted by applicable law), the identity of the requestor, and Esri may claim an exemption and seek a protective order.

8. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**Environmental Systems Research
Institute, Inc.**

Williamson County, Texas

By: 

By: _____

Printed Name: Erick Arial

Title: As Presiding Officer, Williamson
Commissioners Court

Title: Manager, Commercial & Government Contracts

Date: _____, 20__

Date: Oct 2, 2025, 20__

**Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Williamson County Auditor's Office**

Date: Oct 03 2025

Time: 12:10 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 03 2025 Time: 4:54 pm

ENTERPRISE AGREEMENT

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

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

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

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

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

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

ACCEPTED AND AGREED:

COUNTY OF WILLIAMSON

**ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.**

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Signature:  _____
 Printed Name: Erick Arial
 Title: Manager, Commercial & Government Contracts
 Date: Oct 2, 2025

Address: _____

Enterprise Agreement No.

1.0—DEFINITIONS

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

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

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

2.0—GRANT OF LICENSE

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

3.0—EA MAINTENANCE

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

a. Tier 1 Support

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

b. Tier 2 Support

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

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

4.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

4.1 Orders, Delivery, and Deployment

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

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

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

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

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

5.0—TERM, TERMINATION, AND EXPIRATION

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

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

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

5.3 Term Enterprise Agreement. If the EA Products are all term licenses and subscription licenses, Customer and Authorized Entities are only authorized to use EA Products during the term identified in the Proposal Letter and all EA Products, all Maintenance, and Esri User Conference registrations terminate upon termination of the EA.

5.4 Termination of a Particular Authorized Entity. If Authorized Entities are included in the Proposal Letter, Esri may elect to terminate the license rights of a particular Authorized Entity for material breach without terminating this EA with Customer or other Authorized Entities. The breaching Authorized Entity will be given a period of ten (10) business days from date of written notice to cure any material breach. Upon termination of Authorized Entity, all Deployed EA Products provided to Authorized Entity will also terminate. Customer shall reasonably cooperate with Esri in termination of an Authorized Entity in material breach of this EA, including enforcement of the EA with respect to such Authorized Entity. There will be no reduction in the EA Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this EA.

5.5 Termination for a Material Breach. Either party may terminate this EA for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach. Upon termination of this EA by Esri for a material breach by Customer, all licenses Deployed will also terminate, and the full amount of unpaid EA Fee will be due and payable by Customer within thirty (30) days from the date of termination.

5.6 Termination for Lack of Funds. For an EA with government or government-owned entities, either party may terminate this EA before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

5.7 Termination for Convenience. Neither Customer nor Esri may terminate the EA for convenience.

5.8 Use Upon Termination. For termination under Sections 5.3–5.6, Customer and Authorized Entities shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. Upon request, Customer shall deliver evidence of such destruction to Esri (e.g., certification letter). Except in the event that the Master Agreement has been terminated for Customer's uncured material breach, Customer and Authorized Entities may continue to use Rolled-In Software, provided Customer and Authorized Entities comply with the terms and conditions of the Master Agreement. Further, Esri agrees that Customer and Authorized Entities are not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Customer and Authorized Entities, as may be applicable, order maintenance at time of EA termination. Other items that may be included in this EA—such as Advantage Program, Training Pass days, access codes, and Esri User Conference registrations—will also terminate if this EA is terminated.

6.0—CONFIDENTIALITY

6.1 Esri Confidential Information. The EA Fee and list of EA Products are confidential and proprietary information of Esri. Except as provided herein, Customer shall not publish or disclose the EA Fee or list of EA Products to any third party without Esri's prior written consent. Customer may disclose portions or all of this EA to an Authorized Entity provided such is under an obligation of confidentiality to not publish or disclose the EA Fee or list of EA Products to any third party. Disclosure may be made only to those Customer or Authorized Entity employees, contractors, or consultants of Customer (e.g., outside counsel or accountants) who have a need to know to perform their duties or work on behalf of Customer and have an obligation of confidentiality. To the extent that any such disclosures may be required by law, Customer shall inform Esri of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requester, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

6.2 Disclosure of Fees for Unit-Priced Items. If Unit-Priced Items are included in the Proposal Letter, Esri gives permission to Customer to maintain Unit-Priced Item prices, fees, and discounts on Customer's intranet, subject to password protection accessible to Customers, to support potential procurements. Customer shall use no less than the same degree of care to protect this information as it uses to protect its own confidential information or third-party information of similar nature. Customer must include the following notice on information concerning Unit-Priced Item pricing posted on or accessible through Customer intranet that is accessible by Customers and their employees, or on any other web pages that make reference to the EA Fee or Unit-Priced Items, including order forms:

PRICING INFORMATION, INCLUDING APPLICABLE DISCOUNT RATES, CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY. EXCEPT TO SUPPORT AUTHORIZED LICENSE ACQUISITIONS, RECIPIENT WILL NOT COPY, DISCLOSE TO ANY THIRD PARTY, OR USE ANY PRICING INFORMATION FOR ANY OTHER PURPOSE OR PROGRAM.

7.0—ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

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

8.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer or an Authorized Entity with or into another corporation or entity; (ii) Customer's or Authorized Entity's acquisition, in whole or in part, of another entity or its assets; or (iii) a transfer or sale of all or part of Customer's or an Authorized Entity's organization (subsections i, ii, and iii, separately or collectively

referred to as “**Ownership Change**”). There will be no decrease in the EA Fee as a result of any Ownership Change.

- 8.1 Customer may not transfer or Deploy EA Products to any third party in connection with a divestiture, merger, or sale of Customer or its assets, in whole or in part. If an Ownership Change results in a divestiture or a transfer or sale of a portion of Customer’s or an Authorized Entity’s organization or its assets, that portion of Customer’s or the Authorized Entity’s organization will return the EA Products to Customer or the applicable Authorized Entity or uninstall, remove, and destroy all copies of the EA Products.
- 8.2 This EA may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer and Authorized Entities will require any successor entity to uninstall, remove, and destroy the EA Products. This Agreement will terminate upon such Ownership Change.
- 8.3 If Customer or an Authorized Entity merges with or acquires part of another entity or its assets, Esri reserves the right to increase the EA Fee in proportion to the anticipated increase in Deployments or terminate this EA and the parties will negotiate a new agreement. If Customer or an Authorized Entity acquires another entity and Customer would like to Deploy EA Products to that entity, Esri and Customer must first sign an amendment to this EA adding the new entity as an Authorized Entity and agree to an increase in the EA Fee.

9.0—GENERAL PROVISIONS

- 9.1 **Governing Law.** This EA shall be governed by and construed in accordance with the governing law identified in the Master Agreement.
- 9.2 **Legal Notices.** Please send all legal notices to Esri 380 New York Street Redlands, California 92373-8100 Attention: Director of Contracts and Legal or email legalnotices@esri.com.
- 9.3 **Survival of Certain Clauses.** The provisions of Sections 2.2 and 5.2 and Article 6 will survive the expiration or termination of this EA.



8/29/2025

George Strebel
County of Williamson | Information Technology Dept
301 Se Inner Loop Ste 105
Georgetown, TX 78626

Dear George:

As a follow-up to our discussions regarding moving the Enterprise Agreement renewal for the County of Williamson, I am providing proposed pricing and product rights below.

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

Perpetual and Annual Subscription: The renewal term will include perpetual Licenses. Maintenance on all listed perpetual License software is included for the term of the EA. This Agreement also includes Licenses that are Annual and will expire at the end of the Agreement.

The Agreement will be effective on December 12th 2025 and requires a firm three-year commitment. Additionally, the EA anniversary date will be set to December 12th for subsequent term to correspond with your fiscal year.

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

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

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

	Year 1 12/12/25 – 12/11/26	Year 2 12/12/26 – 12/11/27	Year 3 12/12/27 – 12/11/28	Total
Annual EA Fee	\$450,000	\$500,000	\$550,000	\$1,500,000

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

EA Products— Esri Flex (formerly Uncapped) *

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

Product - Subscription	Total
ArcGIS Enterprise Contributor (formerly Editor) User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Mobile Worker User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Creator User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Professional (formerly Standard) User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Professional Plus (formerly Advanced) User Type Annual Subscription	Esri Flex
ArcGIS 3D Analyst for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Data Reviewer for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Geostatistical Analyst for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Network Analyst for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Publisher for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Spatial Analyst for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Workflow Manager for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Online Viewer User Type Annual Subscription	Esri Flex
ArcGIS Online Contributor (formerly Editor) User Type Annual Subscription	Esri Flex

ArcGIS Online Mobile Worker User Type Annual Subscription	Esri Flex
ArcGIS Online Creator User Type Annual Subscription	Esri Flex
ArcGIS Online Professional (formerly Standard) User Type Annual Subscription	Esri Flex
ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription	Esri Flex
ArcGIS 3D Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Data Reviewer for ArcGIS Online Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Geostatistical Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Network Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Spatial Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Workflow Manager for ArcGIS Online Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Publisher for ArcGIS Online Creator or Professional User Type Annual Subscription	Esri Flex

*Esri Flex (formerly Uncapped) provides the right to Deploy quantities as needed throughout the term of the Agreement.

The Enterprise Agreement also includes:

EA Products—Capped Quantities

ArcGIS Desktop Perpetual Products	SU/CU	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Desktop: Advanced	N/A	0	5	5
ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Perpetual License	N/A	0	1	1
ArcGIS Notebook Server Advanced Up to Four Cores Perpetual License	N/A	0	1	1
ArcGIS Mission Server Up to Four Cores Perpetual License	N/A	0	1	1
ArcGIS Workflow Manager Server Advanced Up to Four Cores Perpetual License	N/A	0	1	1

User Type Subscription Products	Term 1	Term 2	Term 3
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ArcGIS Developer Bundle	1	1	1
ArcGIS Location Sharing User Type Extension for ArcGIS Online Annual Subscription	10	10	10
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription	1	1	1
Site Scan for ArcGIS Custom 1 Year License - Site Scan for ArcGIS Custom 1 Year License (not to exceed 25,000 Images per year)	1	1	1
ArcGIS Image Analyst for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	5	5	5
ArcGIS Business Analyst Web App Advanced Online Annual Subscription	2	2	2
ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise Annual Subscription	5	5	5
ArcGIS Location Sharing User Type Extension for ArcGIS Enterprise Annual Subscription	10	10	10
ArcGIS Image Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	5	5	5
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription	1	1	1
ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription	1	1	1
ArcGIS Reality Desktop Single Use Annual Subscription (Includes ArcGIS Reality Studio and ArcGIS Reality for ArcGIS Pro)	1	1	1
ArcGIS Hub Premium ArcGIS Online Community	1	1	1
ArcGIS Hub Premium Additional 1,000 ArcGIS Online Community Creator Annual Subscription	3	3	3
ArcGIS Hub Premium Additional ArcGIS Online Credits	10	10	10
ArcGIS Online Service Credits (based on user types listed under Esri Flex)	13,250	23,000	34,500
ArcGIS Online Additional Service Credits – Block of 1,000	100	100	100

The EA also includes the following additional components:

Additional Benefits	Quantity
Esri International User Conference Registrations	12
Back-Up Media Sets (available upon request)	2
Authorized Tier-Two Standard Support Callers	6

Advantage Program: One annual subscription to the Advantage Program.

- This program includes the following components per year for three years:

Up to 100 Advisor hours

Annual one-day Planning Meeting

Technology Webcasts

100 Learning and Services credits that can apply towards:

- **Business and Technical Consulting:** Access to a range of industry, business, and technical domain consultants. Get advice and hands-on help from GIS experts, industry specialists, developers, and designers.
 - **Training:** Access to an extensive curriculum of instructor-led training courses as well as client-site training options. A complete list of Esri training facilities and course catalog are available at www.esri.com/training.
 - **Premium Support Services (PSS):** Access to prioritized incident management and all-hours technical support. PSS has been designed to meet the needs of Esri customers who are developing, implementing, or supporting complex, mission-critical GIS applications.
 - **Esri Managed Cloud Services:** Access to a variety of hosting options for the ArcGIS platform that leverage a cloud environment designed to be reliable, cost-effective, and secure.
- Unused Learning and Services credits will expire 24 months from their purchase date, or one month after the expiration of the program, whichever is first. Learning and Services credits are a flexible way for your organization to receive focused technical enablement support. These credits are not intended for use on project-specific professional services. Any project-related activities requiring Esri Project Services support will be scoped, budgeted, and scheduled outside of the Advantage Program. You can find more information about the Advantage Program at www.esri.com/services/eeap.
 - Any activities proposed to be completed under the Advantage Program would be subject to review and approval by Esri to ensure alignment with the intent of the Advantage Program.
 - At time of renewal, Esri reserves the right to update Advantage Program (AP) terms to reflect the latest program offering.

Esri Premium Support Services (PSS): One annual PSS subscription with a total of two authorized callers and Unlimited premium support cases. PSS gives your organization the convenience of prioritized case management and personalized technical support for Esri customers. Premium Support Services complement and extend existing standard technical support options by providing focused industry-centric support. The PSS program has been designed to meet the needs of Esri customers who are developing, implementing, or supporting complex, mission-critical GIS applications. With the Premium Support Services program, your organization will benefit from the highest level of technical support that Esri offers.

- PSS key components include:
 - An assigned Technical Account Manager who acts as your organization's liaison within Esri Support Services and across Esri departments
 - 24/7/365 case response and work clock
 - Prioritized case management
 - One-hour response time for all reported PSS issues
 - Daily status updates for all PSS cases
 - Premium access to the My Esri Portal
 - Quarterly review of PSS cases and service
- Other benefits exclusive to PSS customers You can find more information about PSS at <https://support.esri.com/en-us/support-services/premium>
- **Esri Training Pass:** An important component of a successful GIS implementation is continued training and staff development. This proposal includes Training Pass days, which can be redeemed for instructor-led training at either an Esri facility or client-site, conditions allowing, or instructor-led online training. An Esri training consultant will work with County of Williamson to develop an organization-wide training plan that will provide recommendations based on your organization's GIS training needs. This will promote the most efficient use of the technology and the highest return on investment.
 - This Training Pass will provide County of Williamson with access to Esri training according to the following schedule:
 - **Year 1:** 10 Training Pass days
 - **Year 2:** 10 Training Pass days
 - **Year 3:** 10 Training Pass days
 - Information about redeeming Training Pass days is available at <https://www.esri.com/training/training-for-organizations>.
 - Esri offers an extensive curriculum of instructor-led training courses. A complete list of courses is available in the course catalog at www.esri.com/training.

This proposal is valid for 90 days. In order to complete the agreement within this timeframe, I ask that you contact me within the next seven days to work through any questions or concerns you may have.

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

Best regards,

Jacob Blind
Territory Manager






Enterprise Agreement

Final Audit Report

2025-10-02

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