

**Transportation Amendment (ESRI No. 307471)**

This Transportation Amendment is an Amendment to the State of Oklahoma Enterprise Agreement No. 2015MPA3035 (Esri No. 307918) and is between the State of Oklahoma by and through the Office of Management and Enterprise Services (the "State of Oklahoma" or "State"), on behalf of the State of Oklahoma Department of Transportation ("ODOT"), and Environmental Systems Research Institute, Inc. ("Esri").

This Transportation Amendment shall be effective as of February 20, 2017 ("Effective Date").

WHEREAS, the State and Esri have a State Contract that does not include Enterprise Agreement ("EA") terms; and

WHEREAS, the parties desire to create this Transportation Amendment to add Enterprise Agreement terms exclusively for ODOT which provides for the licensing and Deployment of certain Esri Software, delivery of EA Maintenance, and provision of Esri User Conference registrations and any additional services as specified herein; and

WHEREAS, the parties agree that the State Contract terms will apply to this Amendment, except for those terms conflicting with this Transportation Amendment;

NOW THEREFORE, the parties agree to the following:

1. The Enterprise Agreement terms and conditions, attached hereto, shall be incorporated by this Transportation Amendment, which include the following documents.
  - i. Transportation Amendment License Terms and Conditions, E512G, including
    - Appendix A—Products and Deployment Schedule
    - Appendix B—EA Fee Schedule
    - Appendix C—ODOT Annual Deployment Report
    - Appendix D—EA Points of Contact
    - Appendix E—Tier 1 Help Desk Authorized Individuals
2. The terms of the Transportation Amendment shall supersede any other conflicting terms and conditions between the State Contract and this Transportation Amendment for Customer.
3. For any and all acquisitions made pursuant to this Transportation Amendment, the Transportation Amendment terms will take precedence when a conflict arises between terms of the Contract and the Transportation Amendment.

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

**The State of Oklahoma by and through the Office of Management and Enterprise Services (OMES)**

By: James L. Reese II

Printed Name: James L. Reese II

Title: Chief Information Officer

Date: 3-1-17

**Environmental Systems Research Institute, Inc. (ESRI)**

By: Chris Johnson

Printed Name: Chris Johnson

Manager, Commercial & Government Contracts

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

Date: 2/21/17

## ENTERPRISE LICENSE TERMS AND CONDITIONS

### ARTICLE 1—DEFINITIONS

The following definitions only apply to the EA:

- "Customer" means the Oklahoma Department of Transportation (ODOT) only.
- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the EA Products (and their related keycodes/registration files), or their having been redistributed, by Customer during the term of this EA for installation and use by Licensee.
- "EA Fee(s)" means the fee set forth in Appendix B—EA Fee Schedule.
- "EA Maintenance" means Tier 2 Support, updates, and patches provided by Esri for EA Products and Rolled-In Software.
- "EA Products" means the Products identified in Tables A-1 and A-2 of Appendix A—Products and Deployment Schedule. EA Products do not include unit-priced item(s) or Esri technology that may be embedded in third-party products purchased by Licensee.
- "Effective Date" means the date the EA commences and the start date for all licenses, regardless of when an Ordering Document is provided by Licensee.
- "Incident(s)" means a failure of Products to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" means the applicable license composed of the General License Terms and Conditions (E204) and Exhibit 1—Scope of Use (E300) incorporated and referenced in the Contract.
- "Licensee" means Customer, including its employees and in-house contractors. For avoidance of doubt, the definition of Licensee will not include any state agencies or affiliates other than Customer. Licensees must not include persons or entities ineligible to receive or have access to Esri products or services by operation of law, including US export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.
- "Rolled-In Software" means Products of the same type as EA Products that Licensee 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 this EA.
- "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 Product corrections or modifications specified in the most current applicable Esri US Software Maintenance Program.
- "Tier 1 Help Desk" means Customer's 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 the attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support.

### ARTICLE 2—GRANT OF LICENSE

**2.1 Grant of License.** Licensee's use of the EA Products 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 EA as EA Products. If a beta license is requested and provided, it will be licensed separately and individually under the terms of the License Agreement (see Beta License in Section 3.2 of the General License Terms and Conditions—E204) only. No other benefits, grants, or rights provided in this EA shall apply or be provided/granted.

**2.3 Consultant Access.** Esri grants Licensee the right to permit Licensee's consultants or contractors to use the EA Products exclusively for Licensee's benefit. To the extent provided by applicable law, Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor discontinues use of EA Products upon completion of work for Licensee. Access to or use of EA Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee 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 Software or Data on Contractor Servers for the benefit of Licensee. Consultant or contractors must not include persons or entities ineligible to receive or have access to Esri products or services by

operation of law, including US export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.

**2.4 CUSTOMER Responsibility.** Customer shall remain primarily responsible to Esri for compliance by Licensee (including their users) within the terms and conditions of this EA.

### ARTICLE 3—SCOPE OF USE

The Permitted Uses and Uses Not Permitted sections of the General License Terms and Conditions portion of the License Agreement are modified to include the additional term in Sections 3.1 and 3.2 below:

**3.1 Additional Permitted Uses.** For the term of this EA, Customer may copy and Deploy the EA Products 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 EA Products.

#### 3.2 Uses Not Permitted

- a. Customer shall not transfer, redistribute, or Deploy 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.
- b. Licensee 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 US Export Control Regulation requirements of the License Agreement.
- c. Licensee shall not transfer, redistribute, or assign EA Products to any third party without the prior written permission of Esri.

**3.3 Additional Restrictions Applicable to EA and License Agreement.** A new or additional Customer may not be added as an EA participant or Licensee under this EA without the express prior written approval of Esri. Addition of a Customer may result in an increase in the EA Fee.

### ARTICLE 4—MAINTENANCE

**4.1 EA Maintenance.** 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 US Software Maintenance Program document (found at [www.esri.com/legal](http://www.esri.com/legal)) as modified by this Section 4.1.

#### a. Tier 1 Support Provided by Customer

- (1) The 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 Products 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 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 an 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 available to Licensee.
- (6) Customer may assign named Tier 1 Help Desk individuals up to the quantity listed in Appendix B. These individuals will be identified in Appendix E and will be 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 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 the 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 Incident submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not Licensee.
- (5) When an 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 Licensee.
- (6) Esri may, at its sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website or, if requested, deliver them on media.

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

### **5.1 Purchase Orders, Delivery, and Deployment**

- i. Esri does not require Customer to issue purchase orders and will invoice Customer upon the Effective Date of the EA for Year 1, and subsequently on each anniversary date during the term of this EA, in accordance with Appendix B. Customer may submit purchase orders in accordance with its own process requirements. If Customer issues purchase orders, then Customer will submit its initial purchase order upon execution of this EA and any subsequent purchase order at least 30 days before the anniversary date. Invoices will be due and payable within forty-five (45) days of invoice.
- ii. Any purchase orders that Customer issues will reference, incorporate, and be subject to the terms and conditions of this EA. No additional, conflicting, or different terms contained in a purchase order or ordering document will be binding. Customer will process all orders and deliveries pertaining to this EA through Customer's centralized point of contact.
- iii. Customer will include the following information in each purchase order:
  - (1) Esri customer number, the ship-to address, and bill-to address as identified in Appendix D.
  - (2) Purchase order number.
  - (3) Applicable annual payment due and name of Licensee.
  - (4) On the face of the purchase order, the following printed statement: "Governed by and subject to EA No. 307471."
- iv. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the EA Products listed in Appendix A.
- v. Delivery of updates/new versions of EA Products will be made in the same manner. If requested by Customer, 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— EA Points of Contact, FOB destination with shipping charges prepaid. Customer may purchase additional backup media sets at the prices in effect at the time of purchase. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. Esri may invoice for and Customer agrees to pay any such sales or use tax associated with receipt of tangible media.
- vi. Customer shall track the Deployment status of EA Products.

**5.2 Annual Report of Deployments.** At each anniversary date and ninety (90) days prior to the expiration date of this EA. Customer shall provide a written report, as set forth in Appendix C, to Esri detailing all Deployments made, including preexisting and Rolled-In Software. The report will be subject to audit by an authorized representative of Esri.

**5.3 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 Appendix B. Customer is responsible for distributing the registrations to Licensees. Third parties may not represent or attend on behalf of Customer at any Esri User Conference.

## **ARTICLE 6—POINTS OF CONTACT; NOTICES**

**6.1 Points of Contact.** In Appendix D, each party shall identify points of contact for administrative and technical issues.

**6.2 Legal Notices.** Except as otherwise set forth in this EA, any notice, report, demand, or other communication will be made in writing in English; sent by courier, registered or certified airmail, or facsimile or other electronic transmission; and confirmed when sent by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth below, until changed by notice in writing by either party hereto. If sent by courier or airmail, notice will be effective upon the earlier of confirmed receipt or seven (7) days from the date of deposit with the courier service or post office. If sent

by electronic transmission, notice will be effective one (1) business day from the date of transmission, provided confirmation of receipt is made. Notices will be given at the following addresses:

To: Esri  
380 New York Street  
Redlands, CA 92373-8100  
Attn.: Manager, Contracts and Legal  
Fax: 909-307-3020  
E-mail: [legalnotices@esri.com](mailto:legalnotices@esri.com)

To: Customer  
as listed in Appendix D

## ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

**7.1 Term.** The term of this EA will commence on the Effective Date and be for the period listed in Appendix B unless this EA is terminated earlier as provided herein.

**7.2 Termination for a Material Breach.** Esri may terminate this EA for a material breach by Licensee. Licensee will be given a period of thirty (30) days from date of written notice to cure any material breach. Upon termination of this EA by Esri for a material breach by Licensee, all licenses Deployed will also terminate, and the full amount of unpaid EA Fees will be due and payable by Licensee within thirty (30) days from the date of termination. Licensees shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. Licensee shall deliver evidence of such destruction to Esri (e.g., certification letter). Customer may continue to use Rolled-In Software, provided Licensee complies with the terms and conditions of the License Agreement and the Contract. 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 EA termination. Other items that may be included in this EA —such as EAP, Esri Virtual Campus annual user license, access codes, Virtual Campus dollar credits, and Esri User Conference registrations—will also terminate if this EA is terminated.

### 7.3 Intentionally Omitted.

**7.4 License Term and Use upon Expiration of EA Term.** Upon full payment of EA Fee Total and expiration of this EA, the applicable license rights, confidentiality, and indemnification provisions will survive, and Licensee may continue to use the Deployed EA Products and Rolled-In Software in accordance with the terms and conditions set forth in the License Agreement, and the Contract. 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 EA Products upon expiration of this EA, it lapses. If, at a later date, Licensee decides to reinstate maintenance, Licensee must pay maintenance reinstatement fees from the date of EA expiration (i.e., back maintenance fees). Customer shall not Deploy additional copies of the EA Products beyond the quantities in use upon termination or as of the date of expiration.

**7.5 Termination for Non-Appropriation of Funds or Lack of Funds.** Licensee may terminate this EA for non-appropriation of Funds by providing a written termination notice to the other party, no less than thirty (30) days prior to the next annual EA payment. In all such cases, the effective date of the termination will be the last day of the EA year for which Licensee has paid. Under no circumstances may Licensee deploy additional copies of the EA Products upon termination of this EA for Lack of Funds or termination for convenience.

- a. Licensee may retain a combination of some or all of the perpetual Deployed EA Products and all Rolled-In Software of like products identified in Appendix A, subject to the following conditions:
  - i. Licensee will report the quantity and types of EA Products Deployed as of the termination date;
  - ii. Esri will calculate the aggregate value of EA Products Deployed, excluding Online Services or term based Products, at then-current list price, plus the aggregate cost of maintenance for the Deployed EA Products and Rolled-In Software (collectively, the "**Deployed EA Value**");
  - iii. Esri will deduct the value of all other deliverables, including but not limited to Online Services, term based Products training, virtual campus, workshops, and services, provided as part of this EA from the total EA Fees paid by Licensee, as set forth on Appendix B, at the date of termination, ("**Remaining Value**");
  - iv. If the Deployed EA Value is less than or equal to the Remaining Value, Licensee may retain all Deployed perpetual EA Products and Rolled-In Software at the maintenance version current as of the date of termination. No refund will be provided to Licensee for unused fees.

v. If the Deployed EA Value is greater than the Remaining Value, Licensee will inform Esri of the quantities of Deployed EA Products and Rolled-in Software that it will retain at the maintenance version current as of the date of termination, such that the aggregate Software and maintenance does not exceed the Remaining Value. Licensee will uninstall, remove and destroy all Deployed EA Products not retained. Rolled-In Software not retained at current maintenance will revert to the version that was current as of the start date of the EA term.

b. After termination, Licensee must immediately uninstall, remove and destroy all Deployed EA Products not retained. All subscriptions, User Conference Passes, Training and other services will end at termination. Rolled-In software not retained at current maintenance will revert to the version that was current as of the start date of the EA term.

c. Within thirty (30) days of termination of the EA for Lack of Funds, Licensee will document in writing to Esri the total quantity and type of Products for which Licensee desires to obtain maintenance, if any. Payment of maintenance fees will be effective from the date of the EA termination.

d. Licensee's use of any retained Products and Rolled-In Software following termination of the EA will be in accordance with the License Agreement. If at a future date Licensee chooses to renew its Rolled-In Software or any other retained Products, Licensee will be required to pay maintenance retroactive to the date of termination in order to receive the most current version and support.

## **ARTICLE 8—CONFIDENTIALITY- SEE STATE CONTRACT 307918 FOR CONFIDENTIALITY**

## **ARTICLE 9—RELATIONSHIP OF THE PARTIES**

The 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.

## **ARTICLE 10—FORCE MAJEURE**

Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Customer may terminate a purchase order if Vendor cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Customer.

## **ARTICLE 11—GIS STANDARD**

Intentionally Omitted.

## **ARTICLE 12—ADMINISTRATIVE REQUIREMENTS**

**12.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services.** Certain Esri partners are authorized to either embed limited portions of Esri technology or bundle Esri products or services with the partner's application or service under Esri's OEM or Solution OEM programs. Partner pricing and product bundling is independent of this EA, and each partner markets under its own business model and pricing. Licensee shall not be entitled to or seek any discount from the OEM partner or Esri, directly or indirectly, as a result of or based on the availability of such Products as EA Products under this EA. Licensee shall not be entitled to or seek to decouple Esri's technology or products/services from the partner's bundle or solution. In addition, such Products or any component thereof included in the OEM software program or product, will be licensed through the license agreement provided by the OEM partner and not through this EA.

**12.2 EA Products—Limited Quantity or Unit-Priced Items.** Esri reserves the right to exclude new Products from uncapped Deployment. 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 a site or enterprise license. Such items can be made available to Customer on a limited-quantity basis or as unit-priced items.

**12.3 Obsolescence.** During the term of this EA, some of the items listed in Appendix A may become obsolete, will no longer be commercially offered, or may no longer be available for Deployment. Licensee may continue to use EA Products that have been Deployed, but support and upgrades for older items may not be available. EA Maintenance and maintenance and availability of EA Products identified in Appendix A will be subject to each item's Product Life Cycle Support Status, which can be found at <http://support.esri.com/en/content/productlifecycles> 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>, covers the support phases and overall support plans.

## **ARTICLE 13—GENERAL PROVISIONS**

**13.1** The Limitation of Liability found in the Contract. 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) these EA terms and conditions (2) the Contract. Except as otherwise expressly provided herein, any amendment or Addendum to this EA must be in writing and signed by an authorized representative of each party.

**13.2 Survival of Certain EA Clauses.** The provisions of Section 7.4 of this EA will survive the expiration or termination of this EA.

**APPENDIX A  
PRODUCTS AND DEPLOYMENT SCHEDULE**

Customer may Deploy the EA Products up to the total quantity of licenses indicated below to Licensees during the term of this EA.

**Table A-1  
EA Products—Uncapped Quantities**

<b>Product</b>	<b>Total Qty. to Be Deployed</b>
<b>ArcGIS Desktop:</b> ArcGIS for Desktop Advanced, Standard, and Basic (single use)	Uncapped
<b>ArcGIS Desktop extensions:</b> ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (single use)	Uncapped
<b>ArcGIS Enterprise:</b> Enterprise and Workgroup (Advanced, Standard, and Basic)	Uncapped
<b>ArcGIS Enterprise extensions:</b> ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
<b>ArcGIS Enterprise Optional Servers:</b> ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
<b>Mapping and Charting solutions:</b> Esri Production Mapping	Uncapped

**Table A-2  
EA Products—Capped Quantities**

Item	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
Esri Roads and Highways for Desktop Single Use	-	5	5
Esri Roads and Highways Solution for Server Production (8 cores total)	-	2	2
Esri Roads and Highways Solution for Server Staging (8 cores total)	-	2	2
Esri Roads and Highways Roadway Reporter for Server up to 50 Users	-	1	1
Data Reviewer Server extension Production (up to 4 cores)	-	1	1
Data Reviewer Server extension Staging (up to 4 cores)	-	1	1
Data Interoperability for Desktop Extension Single Use	-	1	1
Insights for ArcGIS	-	5	5
AppStudio for ArcGIS Standard (user subscription)	-	1	1

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
ArcGIS Online Subscription	<i>1</i>	100	50,000
ArcGIS Online Subscription	<i>1</i>	10	5,000

**APPENDIX B  
EA FEE SCHEDULE**

The EA Fee is \$142,814 as set forth below and shall be paid out in accordance with Article 5 of this EA. The EA Fee Total is \$479,414. The EA Fee is in consideration of the EA Products, EA Maintenance and Esri User Conference registrations.

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>EA Fee Total</b>
<b>Payments</b>	<i>\$142,814</i>	<i>\$163,200</i>	<i>\$173,400</i>	<i>\$479,414</i>

<b>Number of Esri User Conference Registrations per Year</b>	<b>Five (5)</b>
<b>Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support</b>	<b>Three (3)</b>
<b>Number of Sets of Backup Media, if Requested</b>	<b>Two (2)</b>
<b>Term of EA</b>	<b>3 Years from Effective Date</b>



**APPENDIX D  
EA 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  
380 New York Street  
Redlands, CA 92373-8100  
E-mail: [service@esri.com](mailto:service@esri.com)  
Phone: 888-377-4575  
Fax: 909-307-3083

2. Esri contact for Tier 2 Support issues:

E-mail: [support@esri.com](mailto:support@esri.com)  
Phone: 909-793-3774 (within the United States only)  
Fax: 909-792-0960  
Web: [support@esri.com](mailto:support@esri.com)

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

Name: Courtney Cress \_\_\_\_\_  
E-mail: [ccress@odot.org](mailto:ccress@odot.org) \_\_\_\_\_  
Phone: (405) 521-2587 \_\_\_\_\_  
Fax: (405) 521-6528 \_\_\_\_\_

4. All invoices to Customer will be mailed to the address listed below (unless otherwise stated on the purchase order):

Name: Office of Management and Enterprise Services\_ \_\_\_\_\_  
Address: 5005 N. Lincoln Blvd., Suite 100 \_\_\_\_\_  
Oklahoma City, OK 73105 \_\_\_\_\_

5. All deliverables to Customer will be shipped to the address listed below:

Name: Courtney Cress \_\_\_\_\_  
Address: 200 NE 21<sup>st</sup> St. Rm 1A1 \_\_\_\_\_  
Oklahoma City, OK 73105 \_\_\_\_\_

6. All notices to Customer will be mailed to the address listed below:

**State Purchasing Director**  
5005 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105  
E-mail: [insert e-mail address]

With a copy, which shall not constitute notice, to:  
Central Purchasing Deputy General Counsel  
5005 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

**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.

1. Name: Jeremy Planteen \_\_\_\_\_  
Address: 200 NE 21<sup>st</sup> ST \_\_\_\_\_  
Oklahoma City, OK 73105 \_\_\_\_\_  
Phone: (405) 521-2729 \_\_\_\_\_  
Fax: (405) 521-6917 \_\_\_\_\_  
E-mail: jplanteen@odot.org \_\_\_\_\_
  
2. Name: Duane Cranford \_\_\_\_\_  
Address: 200 NE 21<sup>st</sup> ST \_\_\_\_\_  
Oklahoma City, OK 73105 \_\_\_\_\_  
Phone: (405) 521-2729 \_\_\_\_\_  
Fax: (405) 521-2865 \_\_\_\_\_  
E-mail: dcranford@odot.org \_\_\_\_\_
  
3. Name: Rob Williams \_\_\_\_\_  
Address: 200 NE 21<sup>st</sup> ST \_\_\_\_\_  
Oklahoma City, OK 73105 \_\_\_\_\_  
Phone: (405) 521-2727 \_\_\_\_\_  
Fax: (405) 521-6917 \_\_\_\_\_  
E-mail: rwilliams@odot.org \_\_\_\_\_