



April 13, 2023

Maryland National Capital Park & Planning Commission
ITI 3rd Floor
6611 Kenilworth Ave
Riverdale, MD 20737-1332

Dear Chris:

As a follow-up to our meeting regarding an Enterprise Agreement for Maryland National Capital Park & Planning Commission (MNCPPC), I am providing proposed pricing and key business terms below.

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

Maintenance on all listed software, including maintenance on listed software deployed prior to the Agreement, is included for the term of the EA.

The Agreement will be effective on the date executed and requires a firm three-year commitment.

MNCPPC has developed significant GIS support capability for planning staff and online geospatial and related data access. The recent ArcGIS Urban/Hub project provides significant capabilities to both internal and external stakeholders. This Agreement will help expand the authorization of spatial data and integration with regulatory systems.

Although your organization has already deployed a considerable amount of Esri technology, our experience with similar customers indicates the 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 of 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:

	Term 1	Term 2	Term 3	Total
Annual EA Fee	\$240,000	\$260,000	\$280,000	\$780,000

Esri products and services to which MNCPPC will have uncapped deployment rights during the term of this Agreement include:

EA Products—Uncapped Quantities

Product	Total
ArcGIS Desktop: Advanced, Standard, and Basic (Single and Concurrent Use)	Uncapped
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (Single and Concurrent Use)	Uncapped
ArcGIS Enterprise: ArcGIS Enterprise (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	Uncapped
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
ArcGIS Monitor	Uncapped
ArcGIS Runtime Advanced	Uncapped
ArcGIS Runtime Analysis Extension	Uncapped
Mapping and Charting Solutions: Esri Production Mapping for Desktop (Single and Concurrent Use)	Uncapped

The Enterprise Agreement also includes the following:

EA Products—Capped Quantities

Product	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS City Engine Concurrent Use	1	-	1
ArcGIS Workflow Manager Server Advanced	-	1	1
ArcGIS Insights in ArcGIS Online Annual Subscription	-	5	5
ArcGIS Urban Suite Annual Subscription	-	12	12
ArcGIS Workflow Manager for ArcGIS Pro Online Annual Subscription	-	1	1
ArcGIS Workflow Manager User Type Extension for ArcGIS Enterprise Annual Subscription	-	10	10
ArcGIS Insights in ArcGIS Enterprise Annual Subscription	-	5	5

ArcGIS Developer Subscription Builder	-	1	1
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription	-	1	1
ArcGIS Hub Premium Additional 1,000 Online Community Creator Annual Subscription	-	1	1
StreetMap Premium for ArcGIS Pro Online USA Annual Subscription	-	1	1

User Type Product	Term 1	Term 2	Term 3
ArcGIS Enterprise User Type Annual Subscription			
ArcGIS Enterprise Creators Annual Subscription	55	75	100
ArcGIS Online Organizational Annual Subscription			
ArcGIS Online Organizational Annual Subscription	1	1	1
ArcGIS Online Creator Annual Subscription (500 Credits per User)	125	150	175

The EA also includes the following additional components:

Additional Benefits	Quantity
Esri International User Conference Registrations	5
Back-Up Media	1
Authorized Tier-Two Standard Support Callers	5

- **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
 - Quarterly Technology Webcasts
 - 50 Learning and Services Credits that your organization 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 at either an Esri facility or client site, conditions and Esri policy allowing, or

instructor-led online training. 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.

The following key business terms and conditions will apply to this EA:

- All your employees and in-house contractors will be eligible to use the products and services listed above. Access to and use of any Enterprise Software is restricted to use by consultants and contractors for the sole benefit of Licensee.
- Software products and services included in this proposal may only be deployed and used at your locations in the United States.
- You will establish a single point of contact for orders and deliveries, and will be responsible for redistribution to eligible users.
- Any software products identified in this proposal that you have previously deployed and are current at the start of the Agreement will be regarded as current on maintenance throughout the term of the Agreement and referred to as rolled-in.
- Esri products not included in this Agreement may be purchased at pricing that you are normally eligible to receive for software and maintenance.
- You will be automatically invoiced upon the effective date and at the start of each payment term thereafter. Payments are due within 30 days of invoice date.
- You will provide Tier 1 technical support and will designate individuals who may directly contact Esri for Tier 2 technical support.

- You will provide an annual report of installed Esri products to Esri.
- You agree to abide by all United States export restrictions.
- Esri products that are eligible for use in this Agreement will be automatically available for download.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's standard licensing terms and conditions and the terms of the EA. Esri reserves the right to update Advantage Program (AP) terms to reflect the latest program offering.
- The details of this Agreement will be confidential and may not be disclosed by the contracting parties.

This proposal is valid for 30 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 MNCPPC 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,

Keith Swavely
Senior Account Manager