



EXHIBIT A
Amendment No. 2
(Contract No. 2005ELA1911
City of Portland Contract Number 40983)

184743

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

This Amendment No. 2 is entered into by and between the **City of Portland and Environmental Systems Research Institute, Inc.** (hereinafter referred to as "Esri").

WHEREAS, Esri and the City of Portland entered into an Enterprise License Agreement dated January 31, 2006 and further modified by Amendment Number 1 signed June 12, 2009 (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to extend the term for an additional three (3) years;

NOW THEREFORE, the parties agree to the following:

1. General License Terms and Conditions, E200, dated 6/08 is updated and replaced in its entirety by General License Terms and Conditions, E200 4/19/2010 attached to this Amendment 2 for use of Software, Data, Web Services and Documentation provided by Esri after July 1, 2011. Negotiated changes to the E200M 3/05 version shall apply to the new E200 4/19/2010 version and follow-on versions (see Amendment 1).
2. Esri, Exhibit 1, Scope of use, E300, dated 5/08C is updated and replaced in its entirety by Exhibit 1, Scope of Use, E300 3/29/2011 attached to this Amendment 2, for use of Software, Data, Web Services and Documentation provided by Esri after July 1, 2011.
3. For reference purposes, the General License Terms and Conditions, E200 4/19/2010 as amended by previously negotiated terms, and Exhibit 1, Scope of Use, E300 3/29/2011 shall also be known collectively as License Agreement or 2005MLA1911.
4. E512G Article 7.1 Term and Termination, the first sentence is deleted and replaced as follows: *The renewed term of this Agreement shall be from July 1, 2011 to June 30, 2014.*
5. E512G Appendix A Software and Deployment Schedule is deleted and replaced with a new Appendix A as attached.
6. E512G Appendix B Enterprise License Fee Schedule is hereby modified to add the following table underneath the existing tables. The new table is added for the extended Agreement period.

	Year 7	Year 8	Year 9	Total
Annual ELA Fee	\$257,000	\$272,000	\$288,000	\$817,000

Number of Developer Conference Passes	3
Number of International User Conference Passes	8

7. Except as may be specifically modified by this Amendment No. 2, all other terms and conditions of the Agreement and any Amendment(s) or Addendum(s) constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.



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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date of the last party to sign below.

ACCEPTED AND AGREED:

CITY OF PORTLAND
(City or Licensee)

By: _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By:  _____

Printed Name: Chris Johnson

Title: Manager, Domestic Contracts

Date: JUN 15 2011

**APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE**

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

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

Item	Total Qty./Seats to Be Deployed
Desktop Software	
ArcInfo, ArcEditor, ArcView, ArcReader	unlimited
Desktop Extension Software	
Spatial Analyst, 3D Analyst, Network Analyst, Schematics, Publisher, ArcScan, Maplex,	unlimited
Geostatistical Analyst, Workflow Manager (formerly called JTX)	unlimited
Server Software	
ArcGIS Server Enterprise Basic/Standard/Advanced with ArcGIS Mobile,	unlimited
ArcGIS Server Workgroup Basic/Standard/Advanced with ArcGIS Mobile	unlimited
Server Extensions	
Spatial, 3D, Network, Image, GeoPortal, Workflow Manager (formerly called JTX)	unlimited
Development Tool	
ArcGIS Engine Runtime Deployments	unlimited
ArcGIS Engine Runtime Extensions—Spatial, 3D, Network, Geodatabase Update, Schematics	unlimited
Tracking, Maplex	unlimited
MapObjects	unlimited
Esri Production Mapping (formerly called PLTS for ArcGIS)-Mapping Agency Solution	unlimited

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

Item	Rolled-In Qty. (if applicable)	Qty./Seats to Be Deployed	Total
Business Analyst Online	0	2	2
ArcGIS Desktop Data Interoperability extension	1	0	1
ArcGIS Server Data Interoperability extension	1	0	1
ArcPad	5	15	20

GENERAL LICENSE TERMS AND CONDITIONS
(E200 04/19/2010)Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- a. "Beta" means any alpha, beta, or prerelease Software, Data, Documentation, or Web Services.
- b. "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes, licensed under this License Agreement.
- c. "Documentation" means all printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- d. "Samples" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
- e. "Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an Esri authorized Web site or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- f. "Term License" means licenses provided for use in a limited time period or on a subscription or transaction basis.
- g. "Web Services" means software services or Esri or third-party data provided by Esri that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet.

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ARTICLE 3—GRANT OF LICENSE

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- a. If Licensee is accepted into the Beta Testing Program, Esri will provide to Licensee access to Beta and will grant Licensee a personal, nonexclusive, nontransferable, royalty-free Term License to use Beta at the authorized and identified test sites solely for the purpose of testing Beta as delivered, in accordance with the Beta Testing Program guidelines and the terms of this License Agreement. This grant of license is effective from the date Licensee is accepted into the program or date of receipt of any Beta until the date of the commercial release of Software from Esri Customer Service or the date of termination of the Beta Testing Program for the specific Beta, whichever is sooner.
- b. Licensee agrees to provide suggestions or comments regarding performance, usability or effectiveness, bug reports, test reports, or other feedback (collectively, "Feedback") to Esri with respect to Beta.

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9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

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9.10 Governing Law, Arbitration. This License Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles, except that U.S. federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a U.S. government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

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EXHIBIT A

EXHIBIT 1 SCOPE OF USE (E300 03/29/2011)

184743

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

The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS for INSPIRE (7, 8, 33, and 35)
 - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, 35, and 53)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (1 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, 45, and 48)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)
- Esri Business Analyst Server
 - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
 - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 36, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Business Analyst Server Developer (Canadian Edition) (3, 6, 25, 33, 35, 36, and 51)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- File Geodatabase API
- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Tracking Server (either 4 or 5 and 31)

Web Services

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

Data

- Data with ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Business Analyst (Canadian Edition) Data (either 1 or 2 and 6, 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Data (either 1 or 2 and 21, 25, 33, 45, and 48)
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