



Amendment Three to IS000187

This is an Amendment to an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Information Services, 121 7th Place East Suite 2300 St. Paul, MN 55101 ("County") and Environmental Systems Research Institute, Inc., 380 New York Street, Redlands, CA 92373, registered as a Corporation in the State of Minnesota ("Contractor").

In this Amendment, changes to pre-existing contract language will use ~~striketrough~~ for deletions and **bolding and underlining** for insertions.

1. The parties agree to amend the Agreement as follows:

Revision 1. Section 1.1:

The original term of this Agreement shall be from April 07, 2020 through April 06, 2023 with the **first** renewal term of April 07, 2023 through April 06, 2026 **and the second renewal term of April 07, 2026 through April 6, 2030.**

The full term of this agreement (including renewals) is ~~6~~**10** year(s), 0 month(s) and 0 day(s).

1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

Revision 2. Section 2.1:

Contractor will provide goods and services described on Attachment 1 to this Agreement. For the renewal term of April 07, 2023 through April 06, 2026, Attachment 1 and 2023-2026 Appendix A and 2023-2026 Appendix B, attached and incorporated into this Amendment are applicable. **For the renewal term of April 07, 2026 through April 06, 2030, Attachment 4, attached and incorporated into this Amendment, is applicable.**

Revision 3. Section 4.1:

The County shall pay the Contractor the following unit rates:
As shown on Attachment 1 for the original term of April 07, 2020 through April 06, 2023. For the renewal term of April 07, 2023 through April 06, 2026, Attachment 1 and 2023-2026 Appendix A and 2023-2026 Appendix B, attached and incorporated into this Amendment are applicable. **For the renewal term of April 07, 2026 through April 06, 2030, Attachment 4, attached and incorporated into this Amendment is applicable.**

Revision 4. Section 5.7.2:

Contractors shall report to Ramsey County any privacy or security incident regarding the Ramsey County information of which it becomes aware. "Security Incident" means the successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in connection with Esri's obligations under this Agreement. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and any other applicable privacy regulations, including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by Contractor under this Agreement has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least, if the information is known to Contractor: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security Incident or Privacy Incident arising out of Contractor's breach of its obligations under this Agreement. If the Security Incident or Privacy Incident is not a result of Contractor's breach of its obligations under this Agreement Contractor will provide reasonable assistance to County for notification to affected individuals.

Contractors shall notify Ramsey County of Security Incidents. "Security Incident" means a Contractor-confirmed breach of Contractor's security leading to accidental or unlawful unauthorized access to, disclosure, modification, or destruction of Customer Content on systems managed or otherwise controlled by Contractor. Security Incidents will not include unsuccessful attempts or activities that do not compromise the security of the Customer Content, including unsuccessful login attempts, pings, port scans, denial-of-service attacks, and other network attacks on firewalls or networked system. Contractor will notify County in writing by sending an email to the following security-designated point of contact not more than 7 days after Contractor's confirmation of a Security Incident: Sajed Naseem, Ramsey County Chief Information Security Officer, sajed.naseem@ramseycountymn.gov. Such notification will at least, if the information is known to Contractor: (1) Identify the nature of the non-permitted access or disclosure; (2) Identify the data impacted by the Security Incident; (3) Identify individuals(s) responsible for the non-permitted access or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent the occurrence of similar Security Incidents; (5) Identify what was done or will be done to mitigate the impact of the Security Incident on County's Customer Content; and (6) Provide such other information, including any available written documentation related to the Security Incident, as the County may reasonably request. Contractor's notification of or response to a Security Incident

under this section will not be construed as an acknowledgement by Contractor of any fault or liability with respect to the Security Incident. The County is solely responsible for complying with incident notification laws and fulfilling any notification obligations to third parties related to any Security Incident(s). Contractor will provide reasonable assistance to County for notification to affected individuals.

Revision 5. Section 5.9.1:

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, ~~whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.~~

Revision 6. Section 5.9.8:

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be ~~submitted to the County upon written request~~ **made available to the County upon written request and pursuant to a signed nondisclosure agreement executed by the parties which shall include the process and manner of disclosure.**

Revision 7. Section 5.11:

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Kelly Moch

Contract Administrator

Ramsey County

Information and Public Records Administration

Kelly.Moch@co.ramsey.mn.us

90 West Plato Blvd.

Saint Paul, MN 55107

Contract Administration, 121 7th Place East, mail stop 5100, Saint Paul, MN 55101

Contractor:

Contracts & Legal Services Department

LegalNotices@esri.com

380 New York Street

Redlands, CA 92373
Attn: Contracts & Legal Services Department

Revision 8. Section 6.2:

Information Security Policies

~~Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor's data privacy, security policies, client guide and/or Information Security Policies, and security procedures that apply to Customer Content (as defined in the Attachment 2 Master Agreement), which are published online on Contractor's website and are included herein by reference.~~ **Contractor shall comply with applicable privacy and security measures and policies, in alignment with FedRAMP Moderate security requirements and with NIST SP 800-53 (rev.5) security controls referenced in Section B.7.1 – Security and in Section B.7.4 – Privacy of Attachment 2.** If any such documents are to be modified to materially degrade any security standard, practice or protocol then County may terminate the affected Esri Offerings for convenience and receive a refund of unused prepaid fees.

Revision 9. Section 6.4. Order of Governance:

The order of governance regarding the Terms and Conditions shall be:

1. Professional Services Agreement
2. Attachment 1 Enterprise Agreement
3. Attachment 2 Master Agreement
4. Attachment 3 Maintenance and Support Program
- 5. Attachment 4 Rates**

Revision 10, Enterprise Agreement, Attachment 1, is amended as follows:

Enterprise Agreement (Attachment 1)

1. Delete Section 13.1 and replace with the following:

Article 13 – General Provisions

13.1 For the avoidance of doubt, Article 7-Term, Termination, and Expiration of this EA supersedes any termination language in the Master Agreement with respect to all Products and Services provided under this EA. 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. 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.

2. Delete Appendix A Product and Deployment Schedule, Appendix B EA Fee Schedule, and Appendix C EA Points of Contact and replace with Attachment 4, which will supersede and apply during the Second Renewal Term. All references in the

Agreement to "Table A-1," "Table A-2," "Appendix A," "Appendix B," and "Appendix C," shall be read to mean "~~Proposal Letter.~~" "Attachment 4".

Revision 11, Master Agreement, Attachment 2, is amended as follows:

Master Agreement (Attachment 2)

1. Section 2.1 Definitions is amended to remove the definitions of "Dual Use License" and "Service Credit(s)."
2. The definition of "Sharing Tools" in Section 2.1 Definitions is amended to read as follows:

"Sharing Tools" means publishing capabilities included with Customer's authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
3. Subsection d. Limits on Use of Online Services, Service Credits in Section 2.4 Online Services Terms of Use is deleted in its entirety.
4. Subsection e. in Section 3.2 Permitted Uses is amended to read as follows: "Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer."
5. Article B.3, section B.3.3 General Disclaimer is modified to add the following sentence: "Esri does not warrant that Esri Offerings, or Customer's operation of the same, will result in Customer's compliance with any applicable law."
6. Section B.3.4 Disclaimers is amended to add the following subsection:
 - c. **Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer.** As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered "as is" and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.
7. The first sentence of Section B.4.2 is deleted and replaced with the following: "The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement."

8. Delete Section B.7.3 Export Compliance and replace with the following:

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, , North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

9. Section B.9.11 US Government Customer is modified to delete the final sentence in its entirety. The removed sentence is:

"ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010."

2. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

- 3.

Except as modified herein, the terms of the Agreement shall remain in full force and effect.