

Amendment No. 2
To Agreement No. 00108147.0
Clark County Contract No. CBE 604790-18



This Amendment No. 2 ("Amendment No. 2") is entered into by and between **Clark County ("Customer")**, and **Environmental Systems Research Institute, Inc. ("Esri")**.

WHEREAS, Customer and Esri entered into Purchase Agreement ("PA") No. 00108147.0, also known as contract number 32914 (Customer contract No. CBE 604790-18) with an effective date of April 17, 2018;

WHEREAS, Customer and Esri entered into Amendment No. 1 to said PA with an effective date of May 16, 2023;

WHEREAS, the parties desire to amend the PA to modify and add terms, update 'Document 4 - Maintenance and Support Program' and add Document 6 – Data Processing Addendum;

NOW THEREFORE, the parties agree to the following:

1. Document 2 – State and Local PA Terms and Conditions (E500M 11/06), Article 9-Pricing, Section 9.1 Pricing, is hereby modified and shall read as follows:

9.1 Pricing. Esri will provide Esri Offerings specified in the incorporated MPA Price List, which are exclusive of shipping, installation, and applicable taxes. Esri may update the MPA Price List by email notice to Customer no more than once each calendar quarter, except for the following conditions which may be updated by email notice to the Customer at any time: (i) if Esri adds a new Esri Offering, (ii) if Esri removes a retired Esri Offering, or (iii) if Esri changes its commercial pricing of an individual Esri Offering. If Customer does not agree with changes as the result of (i) or (iii), Esri will remove the Esri Offering from the MPA Price List.

2. Document 2 – State and Local PA Terms and Conditions (E500M 11/06), Article 13-General Provisions, Section 13.2 Notice, is hereby modified to update Esri Contact information:

Esri Contact:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

Clark County Contact:

Sarah Wright
County of Clark, GIS Management Office
500 S Grand Central Pkwy
Las Vegas, Nevada 89106
Email: sarah.wright@clarkcountynv.gov

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3. Document 2 – State and Local PA Terms and Conditions (E500M 11/06), Article 13 – General Provisions, Section 13.3 Nevada Public Records Law, is hereby modified and shall read as follows:

13.3 Nevada Public Records Law. Esri recognizes that licensee is a governmental entity subject to Nevada Public Record Law, Nevada Revised Statute - Chapter 239, concerning Confidentiality and Nondisclosure matters. Specifically, pursuant to NRS 239.010(1), and except as otherwise provided in subsection 3, all public books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential, must be open at all times during office hours to inspection by any person, and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. Pursuant to NRS 239.010(3), a governmental entity that has legal custody or control of a public book or record shall not deny a request made pursuant to subsection 1 to inspect or copy a public book or record on the basis that the requested public book or record contains information that is confidential if the governmental entity can redact, delete, conceal or separate the confidential information from the information included in the public book or record that is not otherwise confidential.

Notwithstanding the above, Customer agrees that it will not place on its web site Esri's price lists. Instead of web cite location, the parties agree that Esri's price lists will be made available by Customer for public inspection on its premises during office hours, as directed by a Court order pursuant to the Nevada Public Records Law, or as otherwise required by the Nevada Public Records Law.

4. Document 3 - Master Agreement No. 329215, Attachment B, General Terms and Conditions, Article 1 – General Use Restrictions, is hereby modified by adding subpart m., and shall read as follows:

m. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

5. Document 3 - Master Agreement No. 329215, Attachment B, General Terms and Conditions, Article 3- Limited Warranties and Disclaimers, Section 3.1 Limited Warranties, is hereby modified and shall read as follows:

Section 3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

6. Document 3 - Master Agreement No. 329215, Attachment B, General Terms and Conditions, Article 3- Limited Warranties and Disclaimers, Section 3.3 General Disclaimer, is hereby modified and shall read as follows:

Section 3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused solely by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or

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intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

7. Document 3 - Master Agreement No. 329215, Attachment B, General Terms and Conditions, Article 3- Limited Warranties and Disclaimers, Section 3.4 Disclaimers, is hereby modified by adding subparts b. and c. and shall read as follows:

Section 3.4 Disclaimers.

b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

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.

8. Document 3 - Master Agreement No. 329215, Attachment B, General Terms and Conditions, Article 4 – Limitation Of Liability, Section 4.1 and 4.2 Disclaimer of Liability, is hereby modified and shall read as follows:

Section 4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri authorized distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees or subscription fees for the Esri Offerings, or Services fees, paid or owed to Esri within the preceding twelve (12) months.

Section 4.2. 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 licensor's intellectual property rights, either party's indemnification obligations, gross negligence for direct claims between the parties, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

9. Document 3 - Master Agreement No. 329215, Attachment B, General Terms and Conditions, Article 5- Indemnifications, Section 5.3 General Indemnity, is hereby modified and shall read as follows:

Section 5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage (excluding databases not covered under a reasonable backup program) brought against any of the indemnified parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

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10. Document 3 - Master Agreement No. 329215, Attachment B, General Terms and Conditions, Article 7 - Security and Compliance, Section 7.4 – Privacy is hereby added and shall read as follows:

Section 7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum, a copy of which is attached to this Amendment No. 2 as Document 6 - Data Processing Addendum.

11. Document 4 – Maintenance and Support Program is hereby replaced with Document 4 – Maintenance and Support Program attached to this Amendment No. 2.

Except as may be specifically modified by this Amendment No. 2, all other terms and conditions of the PA 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 the PA.

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

CLARK COUNTY
(Customer)

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

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(Esri)

Signature: *TB*
Timothy Brazeal (Jun 18, 2024 09:18 PDT)
Printed Name: Timothy Brazeal
Title: Manager, Commercial and Government Contracts
Date: Jun 18, 2024

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: *Jason Patchett*
Jason Patchett (Jun 26, 2024 17:11 PDT)

JASON B. PATCHETT
Deputy District Attorney

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Document 4 Maintenance and Support Program

Customers in the United States that keep their Maintenance or Subscription(s) current have access to support for Qualifying Products. Qualifying Products may be included in an Enterprise Agreement or licensed individually. Support may vary by product, license type, subscription, program, and in accordance with the Esri [Product Life Cycle Support Policy](https://downloads2.esri.com/support/TechArticles/Product-Life-Cycle.pdf) found at <https://downloads2.esri.com/support/TechArticles/Product-Life-Cycle.pdf>, and may include some or all the following:

- Standard Technical Support
- New versions and Software Updates, Hot Fixes and Patches
- Self-Paced E-Learning
- Esri User Conference registration
- Access to ArcGIS Living Atlas Subscriber Content
- Access to the latest ArcGIS Solutions

For a current description of support by product, license type, subscription, or program, please visit <https://go.esri.com/qualifying-products>. For additional details about Esri's support program visit <https://www.esri.com/benefits> or contact Esri Customer Service.

Add-On Support Programs

Customers current on support may purchase one or more of the following add-on support programs on an annual basis ("**Add-On Support Programs**"), which will run concurrently with their support term:

- Premium Support Services ("**PSS**")
- Special Events Premium Support Services ("**SEPSS**")
- North America Regulated Industries Support ("**NORUS**")
- After Hours Support
- Enablement Support Services ("**ESS**")

Esri reserves the right to change the Esri Maintenance and Support Program at any time and, if reasonable under the circumstances, Esri will provide thirty (30) days' advance written notice of any material alterations. Any material alterations will become effective upon renewal.

ARTICLE 1—DEFINITIONS

The terms used are defined as follows:

- a. "**Authorized Caller(s)**" means the Customer-designated individual who may contact Esri to request technical support (e.g., to report technical issues or request product assistance).
- b. "**Case(s)**" means the Esri record that contains technical notes and documentation of all related interactions between Customer and Esri Support Services for a given technical issue. Depending on how the request was initiated, Esri will provide phone, email, chat, or Esri Support App confirmation of the Case creation. The Case will be given a unique identification number for reference and tracking.
- c. "**Customer**" means Licensee or Customer as defined in the Master Agreement or Customer's signed Agreement with Esri.

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- d. **"Customer Number"** means a unique number created by Esri to identify each Customer office or site, which is included on Esri invoices.
- e. **"Esri Support Services"** means the Esri technical support team.
- f. **"Hot Fix(es)"** means a single fix in one of the specific functional areas that is critical to Customer (e.g., Customer's production has stopped). Esri will send the Hot Fix to Customer as soon as Esri completes a technical feasibility assessment. With the Hot Fix, Esri will deliver documentation that will clearly identify the technical problems addressed and any limitations. Esri will conduct limited testing on Hot Fixes before providing them to Customer. Esri will incorporate Hot Fixes into subsequent Software Updates. Hot Fixes do not provide new functionality. Hot Fixes will only function with the associated Esri product type and release.
- g. **"Patch(es)"** means a single fix [see Hot Fix(es)] or a set of related fixes that are in a specific functional area of the Esri product and will apply to multiple Esri customers. Once a Patch is released, it will be incorporated into a subsequent Software Update. Esri conducts limited testing on Patches before providing them to customers. Patches do not provide new functionality. Patches will only function with the associated Esri product type and release.
- h. **"Premium Licensee Authorized Contact" or "Premium LAC"** means up to two (2) individuals designated by Customer as its authorized caller(s) to report a PSS Case and work directly with the TAM.
- i. **"PSS Case(s)"** means a Case that is opened as or elevated to PSS and/or SEPSS via Customer request or technical support's elevation process.
- j. **"Qualifying Product(s)"** means Esri's unmodified products or products that were modified by Esri or under Esri's direction and are eligible for some or all of the support programs.
- k. **"Self-Paced E-Learning"** means a collection of self-paced learning resources for applicable Esri products accessible from the Esri Training website.
- l. **"Software Updates"** means a collection of files that enhance or correct a Qualifying Product and will be available for Customer to download during the support term.
- m. **"TAM"** means the technical account manager who will be the primary point of contact for the coordination and escalation of PSS Cases.

ARTICLE 2—PAYMENT, RENEWAL, REINSTATEMENT, AND EXPIRATION

2.1 Payment. Unless otherwise agreed to in another agreement between Customer and Esri, Esri will provide support for Qualifying Products during an Enterprise Agreement term, Maintenance term, or the term of a Subscription following Esri's acceptance of an order.

2.2 Renewals. Esri will issue a quote approximately ninety (90) days before the expiration date ("**Renewal Quote**"). The Renewal Quote will be sent via email and provide Customer with a breakdown of the Qualifying Products licensed and Support Program(s) due to expire and the associated fees to renew. If Customer has acquired multiple Qualifying Products and/or Support Programs throughout the course of a year, Esri will provide a single Renewal Quote with prorated fees and a common renewal term for all Qualifying Products and Support Program(s).

2.3 Past-Due Renewals (Subscriptions). If Customer does not renew a Subscription to a Qualifying Product prior to the renewal quote's expiration date, but at a later date wants to renew their Subscription, Esri will quote associated fees to renew at then-current pricing with any legacy or migration pricing forfeited.

2.4 Past-Due Renewals (Maintenance on Perpetual Licenses). If Customer does not renew Maintenance on a Qualifying Product prior to their renewal quote's expiration date, but at a later date wants to reinstate Maintenance, fees will include the fees that Customer would have paid since the

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expiration date. Esri will quote associated fees to renew at then-current pricing with any legacy or migration pricing forfeited.

2.5 Term Expiration. It is Customer's responsibility to renew Maintenance, Subscriptions, or Add-On Support Programs in order to be eligible to receive support. If Esri does not receive a purchase order or payment for renewal prior to the expiration date, Customer will no longer be eligible to receive support.

ARTICLE 3—ESRI USER CONFERENCE REGISTRATION; SELF-PACED E-LEARNING; LIVING ATLAS SUBSCRIBER CONTENT; ARCGIS SOLUTIONS

Support for Qualifying Products may include the following:

3.1 Esri User Conference Registration. Customer must submit a registration form for each individual attending the Esri User Conference. Registrations are assigned in the order received and are nontransferable. Customer may also purchase additional registrations.

3.2 Self-Paced E-Learning. Access to Self-Paced E-Learning requires each individual to have an Esri account, or ArcGIS Online account with Esri Access enabled; have a broadband Internet connection; and be an employee, agent, consultant, or contractor of Customer. For education accounts, individuals may include registered students.

3.3 Living Atlas Subscriber Content. Living Atlas Subscriber Content allows ArcGIS Named Users access to a collection of value-add layers from ArcGIS Online. These layers are denoted by a Living Atlas Subscriber Content badge on their item details pages.

3.4 Latest ArcGIS Solutions. ArcGIS Solutions are a library of prebuilt, industry-specific configurations of ArcGIS that are delivered through a subscription to ArcGIS Online or ArcGIS Enterprise.

ARTICLE 4—STANDARD TECHNICAL SUPPORT

4.1 Scope of Technical Support. As part of support for Qualifying Products, Customer will receive the level of technical support corresponding to the respective life cycle phase. Information on the Qualifying Product life cycle phase and the ArcGIS Product Life Cycle Support Policy can be found at <https://support.esri.com/en/content/productlifecycles>. Esri does not provide technical support for (a) customization of solutions, templates, or tools; (b) patches received outside of a life cycle; or (c) third-party software, hardware, technology, or similar peripherals that are not provided by Esri. However, Esri does answer questions about how to interface Esri products with supported devices. Further details on the scope of technical support are found at <https://support.esri.com/en/supportscope>.

4.2 Authorized Callers. Customer may designate a limited number of Authorized Callers per Qualifying Product. Customer may replace Authorized Callers at any time through the My Esri site.

4.3 Submitting a Case. As part of support for Qualifying Products, Authorized Callers may contact Esri as many times as needed. All requests for technical support must contain detailed information about the

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technical issue. Authorized Caller must be prepared to provide as much of the following information as possible:

- The Esri Customer Number
- The phone number and email address where Authorized Caller can be reached
- The version of the software and operating system in use
- The database in use, if applicable
- The Online Services, tools, and/or APIs in use, if applicable
- The Esri Global ID
- A description of what Customer was doing when the problem occurred and steps to reproduce the issue
- The exact wording of any error messages that appear on the screen

4.4 Telephone, Chat, Web Form and Esri Support App. If Customer needs help with a technical issue, an Authorized Caller may contact Esri by phone, chat, or web form.

- a. *By Telephone.* The Authorized Caller will be connected to a technical support analyst who will create a Case and be dedicated to work on the technical issue. If a technical support analyst is unavailable, the Authorized Caller may create a Case, which will be placed in a dispatch queue for the next available technical support analyst.
- b. *By Chat.* To initiate a chat consultation, the Authorized Caller must click the Chat with an Analyst button in an Esri Product or at <https://support.esri.com/en/webform-chat>. Chat-based requests can only be made during Esri Support Services operating hours, listed in Article 11 below. The Authorized Caller must create a Case and will be connected to a technical support analyst. If a technical support analyst is unavailable, the Authorized Caller can opt to receive an email notification when the next technical support analyst is available.
- c. *By Web Form.* The Authorized Caller may request technical support by completing an online web form available at My Esri. Requests made through this channel are received twenty-four (24) hours a day, seven (7) days a week, but are logged and assigned to a technical support analyst the next business day. Esri will respond on a first come, first served basis. All Cases reported by web form are given the same priority and level of attention as those reported by telephone.
- d. *By Esri Support App.* The Authorized Caller may create and manage Cases either by telephone or web form using the mobile app. The Esri Support Mobile app is available on Android and iOS devices.

4.5 Technical Support Website. Esri has created a self-help support website for customers to view technical articles, updated product documentation, blogs, links to forums, and technology announcements. Additionally, Authorized Callers may connect to My Esri to submit technical issues, chat with technical specialists, and track Cases. The Esri Support website can be found at <https://support.esri.com>.

4.6 Standard Technical Support Response Time. Esri will respond to a technical support request during Esri Support Services operating hours. Esri will make commercially reasonable efforts to respond according to the severity level of the technical issue as shown in the table below. An Authorized Caller may request that the technical support analyst change a technical issue severity level, but requests for critical and high-severity levels must be made via telephone.

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Severity	Criteria	Initial Response Time
Critical	<ul style="list-style-type: none"> ▪ Causes a severe impact to business operations (e.g., critical business processes are disabled) ▪ No workaround available 	Six (6) business hours
High	<ul style="list-style-type: none"> ▪ Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data) ▪ No stable workaround available 	Eight (8) business hours
Medium	<ul style="list-style-type: none"> ▪ Causes a minor impact to business operations 	Two (2) business days
Routine	<ul style="list-style-type: none"> ▪ Causes little or no impact to business operations 	Three (3) business days

4.7 Resolution. After the Case is logged, Esri will use commercially reasonable efforts to provide corrections to a technical issue or supply a workaround. While it is Esri's goal to provide an acceptable resolution to technical issues, Esri cannot guarantee that all technical issues can be fixed or resolved.

CUSTOMERS MAY PURCHASE ADD-ON SUPPORT FOR THE APPLICABLE FEES. DETAILS FOR ADD-ON SUPPORT ARE SET FORTH IN ARTICLES 5 THROUGH 8 BELOW.

ARTICLE 5—PREMIUM SUPPORT SERVICES (PSS) (US AND DIRECT INTERNATIONAL CUSTOMERS) AND SPECIAL EVENTS PREMIUM SUPPORT SERVICES (SEPSS) (US CUSTOMERS ONLY)

PSS or SEPSS includes (i) access to a designated TAM; (ii) the ability for the Premium LAC to convert a Case into a PSS/SEPSS Case at any time; (iii) priority Case management; (iv) the ability to request Cases twenty-four (24) hours a day, three hundred sixty-five (365) days a year; and (v) additional enhanced support and services.

5.1 Technical Account Manager. Esri will assign a TAM to Customer to work directly with the Premium LAC to oversee open Cases.

- a. TAM will endeavor to (i) conduct quarterly reviews with Customer to align on support goals and objectives; (ii) become familiar with Customer's geographic information system (GIS) software architecture and infrastructure; (iii) verify that all open PSS/SEPSS Cases are prioritized above Standard Technical Support Cases; (iv) coordinate and facilitate priority technical support issues between the Customer and Esri technical teams, and provide escalation management, as needed; (v) identify potential areas of concern, before they arise, to improve Customer's overall operational excellence and stability; and (vi) make reasonable efforts to be available from 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except on Esri holidays.
- b. Esri may replace TAM with another technical account manager of similar skill and background, by written notice to Customer.
- c. All communications will be conducted in the English language unless by written agreement of both parties.

5.2 Priority Case Management. Cases submitted via telephone and web form may be converted to a PSS/SEPSS Case by the Premium LAC and will be given priority handling.

5.3 Case Response Time. In addition to the response times outlined in Article 4.6, Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new PSS/SEPSS Case, regardless of its severity level. Esri will provide a status report every business day until closure of the PSS/SEPSS Case.

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ARTICLE 6—NORTH AMERICA REGULATED INDUSTRIES SUPPORT (US CUSTOMERS ONLY)

NORUS includes technical support from technical support analysts who are confirmed US citizens located in the United States. Cases and Customer data created or collected under the NORUS program are secured within a restricted case management system within Esri Support Services. To assist Customer with data security or regulatory compliance requirements, access is limited to NORUS technical support analysts and those with US Department of Defense (DoD)-level security clearances, when applicable. Staff are located in facilities designed to provide physical, informational, and operational security.

ARTICLE 7—AFTER HOURS SUPPORT (US CUSTOMERS ONLY)

After Hours Support includes the ability to request a Case twenty-four (24) hours a day, three hundred sixty-five (365) days a year. Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new Case, regardless of its severity level.

ARTICLE 8—ENABLEMENT SUPPORT SERVICES (US CUSTOMERS ONLY)

ESS includes the following four types of activities ("Enablement Activities") for Esri Qualifying Products as documented in the ESS proposal: (i) Installation Support; (ii) Configuration Support; (iii) Enterprise Integration; and (iv) Operations and Administration support. Enablement Activities will be periodically scheduled by Esri and Customer by their respective points of contact. ESS also includes an annual performance review, ongoing technical exchanges throughout the term and monthly reporting.

ARTICLE 9—ARCGIS PLATFORM TECHNICAL SUPPORT (US AND DIRECT INTERNATIONAL CUSTOMERS)

Customers with a current ArcGIS Developer Subscription may purchase ArcGIS Platform Technical Support on an annual basis. Upon payment for ArcGIS Platform Technical Support, Customer will receive all benefits described in Article 4 above and may purchase Add-On Support Programs as described in Articles 5, 6 and 7 above. ArcGIS Platform Technical Support is a stand-alone offering and the benefits described in Article 3 are not included.

ARTICLE 10—CONFIDENTIALITY

All data, conversations, and Cases are confidential in nature. Esri will treat all Cases as confidential, using the same degree of care, but no less than reasonable care, as Esri uses to protect its own confidential information of a similar nature. After ninety (90) days of closing a Case, Esri will delete or destroy all Customer digital data provided to triage the Case, unless otherwise requested by Customer in writing. This obligation to delete or destroy excludes information retained in backup media or other archival records maintained in the ordinary course of business by Esri.

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ARTICLE 11—CONTACTING ESRI

Esri Support Services

<https://www.esri.com/contactus>

Web: <https://support.esri.com>

Tel.: 909-793-3774

Toll-Free Phone: 888-377-4575, extension 2

Support Web Form: <https://support.esri.com/en/webform>

My Esri: <https://my.esri.com>

Chat: <https://support.esri.com/en/webform-chat>

Esri Corporate Offices

Tel.: 909-793-2853

Fax: 909-793-5953

Email: info@esri.com

Esri Customer Service

Tel.: 888-377-4575, extension 5

Email: service@esri.com

Web: <https://my.esri.com>

Operating Hours: 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except Esri holidays.

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DOCUMENT 6 DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**Addendum**") is effective on the first date that Customer provides to Esri Personal Data (as defined below) subject to the applicable Privacy Law (as defined below) and forms part of the Master Agreement or other written or electronic agreement ("**Agreement**") by and between the organization signing or accepting below ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**, and sets forth the terms and conditions relating to the privacy, confidentiality, and security of Personal Data associated with Online Services and subscription and maintenance services to be rendered by Esri to Customer pursuant to the Agreement. All terms defined or used in the Agreement shall have the same meaning in this Addendum unless otherwise specified. Terms used in this Addendum that are not defined herein or in the Agreement shall have the meaning set forth in the applicable Privacy Law.

Whereas Customer may provide Esri, a company located in the United States, with access to Personal Data to act as a Processor or Service Provider in connection with Online Services and subscription and maintenance services performed by Esri for or on behalf of Customer pursuant to the Agreement; and

Whereas Customer requires that Esri preserve and maintain the privacy and security of such Personal Data as a Processor according to the terms of this Addendum;

Now therefore, in consideration of the mutual covenants and agreements in this Addendum and the Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Customer and Esri agree as follows:

SECTION I—DEFINITIONS

- A. "**Privacy Laws**" means the European Union (EU) General Data Protection Regulation (GDPR) 2016/679 of the European Parliament and of the Council of 27 April 2016, the California Consumer Privacy Act of 2018 (CCPA) (as amended by the California Privacy Rights Act [CPRA]), Nevada Revised Statute 603A – Security and Privacy of Personal Information (NRS 603A), if applicable to Esri, or other privacy laws applicable to Esri.
- B. The terms "personal data," "data subject," "processing," "controller," "processor," and "supervisory authority" as used in this Addendum have the meanings given in the GDPR.
- C. "**Personal Data**" means personal data, personal information, or personally identifiable information as defined in applicable Privacy Laws about individuals located in the European Union; Switzerland; the United Kingdom; California, USA; Nevada, USA; or other locations covered by Privacy Laws and may include, but not be limited to, the following: (i) categories of data subjects: prospects, customers, business partners, and vendors; and (ii) types of personal data: name, title, position, email address, and location.
- D. "**Data Incident**" means a breach of Esri's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data on systems managed or otherwise controlled by Esri. Data Incidents will not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful login attempts, pings, port scans, denial-of-service attacks, and other network attacks on firewalls or networked systems.
- E. "**Data Privacy Framework**" means the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF).

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SECTION II—PRIVACY, CONFIDENTIALITY, AND INFORMATION SECURITY

A. Authority to Process Personal Data

- i. Customer and Esri agree that Customer is the Controller and Esri is the Processor or Service Provider of Personal Data, except when Customer is a Processor of Personal Data, then Esri is a subprocessor.
- ii. These Addendum terms do not apply where Esri is a Controller of Personal Data (e.g., Personal Data received and Processed by Esri as needed for account setup, authorization, and sign-on in the My Esri self-service portal). Esri's Privacy Statement (available at <https://www.esri.com/en-us/privacy/privacy-statements/privacy-statement>), together with any related privacy notices or statements, and the Data Transfer Agreement apply where Esri is a Controller.
- iii. Esri will Process Personal Data only with Customer's written instructions (a) on behalf of and for the benefit of Customer; (b) for the purposes of Processing Personal Data in connection with the Agreement; and (c) to carry out its obligations pursuant to this Addendum, the Agreement, and applicable Privacy Laws and other law.
- iv. Customer will have the exclusive authority to determine the purposes for and means of Processing Personal Data. Esri will not (a) retain, use, or disclose Personal Data outside of the direct business relationship between the parties or for any purpose other than performing under the Agreement, except as otherwise permitted by this Addendum or the Privacy Laws; or (b) combine Customer's Personal Data with any other personal information received or collected from or on behalf of another person, provided that Esri may combine personal information for a business purpose (as defined under CCPA/CPRA).
- v. The subject matter and details of the processing are described in Annex I, and this Addendum (including the Annexes) and the Agreement are Customer's complete instructions to Esri for the Processing of Personal Data. Any alternative or additional instructions may only be by written amendment to this Addendum.
- vi. To the extent Customer discloses or otherwise makes available deidentified data (as defined in CCPA/CPRA or other Privacy Laws) to Esri or Esri creates deidentified data from Personal Data, Esri shall (a) implement reasonable measures to ensure that such deidentified data is not used to infer information about or otherwise be linked to a particular natural person or household; (b) publicly commit to maintain and use such deidentified data in a deidentified form and not attempt to reidentify the deidentified data; and (c) before sharing deidentified data with any affiliate or third party, including subprocessors, contractors, or any other persons ("**Recipients**"), contractually obligate any such Recipients to comply with all requirements of this section. Notwithstanding the prior sentence, Esri may attempt to reidentify the data solely for the purpose of determining whether its deidentification processes are compliant with Privacy Laws.

B. Disclosure of and Access to Personal Data

- i. Esri will hold in confidence all Personal Data. Esri will not Sell or Share (as defined in the CCPA/CPRA) Personal Data.
- ii. Esri will (a) provide at least the same level of privacy protection for Personal Data received from Customer, as is required by the GDPR, CCPA, NRS 603A, and other applicable Privacy Laws, and the Data Privacy Framework principles that may be found on the Data Privacy Framework [website](#); (b) promptly notify Customer if at any time Esri determines that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Laws and the Data Privacy Framework and (c) take reasonable and appropriate steps to remediate the processing of such Personal Data. If, at any time, Customer notifies Esri that Customer has reasonably determined that Esri is not Processing the Personal Data in compliance with the Privacy Laws, Customer may

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take reasonable and appropriate steps to stop and remediate any unauthorized Processing of such Personal Data.

- iii. If Esri Processes Personal Data provided by Customer that is subject to the GDPR and Esri is established in, or transfers or makes accessible any Personal Data to any subprocessors in a country that does not ensure adequate data privacy safeguards are in place within the meaning of GDPR, then Esri will ensure that adequate data privacy safeguards are in place, such as binding corporate rules or the Data Privacy Framework certification. If a subprocessor is a Data Importer (as that term is used in such standard contract clauses), Esri shall enter into contractual obligations with subprocessor, where such obligations contain adequate privacy safeguards in accordance with GDPR.
- iv. Esri will not share, transfer, disclose, or otherwise provide access to any Personal Data to any third party, or contract any of Esri's rights or obligations concerning Personal Data to a third party, unless Customer has authorized Esri to do so in writing, except as required by law. Where Esri, with the consent of Customer, provides to a third party access to Personal Data or contracts such rights or obligations to a third party, Esri will, with each third party, (a) enter into a written agreement that imposes obligations on the third party that are consistent with the GDPR, CCPA, NRS 603A, and the other Privacy Laws; (b) transfer the Personal Data to the third party only for the limited and specified purposes as instructed by Customer; (c) require the third party to notify Esri if the third party determines that it can no longer meet its obligation to provide the same level of protection as is required by the applicable Privacy Laws; and (d) upon notice, take reasonable and appropriate steps to stop and remediate unauthorized Processing. Customer hereby provides its consent for Esri to use subprocessors as necessary to provide the services including, but not limited to, Microsoft Corporation; Amazon Web Services, Inc.; Salesforce, Inc.; and Akamai Technologies (including their affiliates) and Esri's technical support vendors. To the extent that Esri makes any changes with regard to the use of its subprocessors, it shall inform Customer and provide Customer with the right to object to such change. To the extent Customer has a reasonable objection to such change in subprocessors, the parties shall cooperate to address the objection in a reasonable manner.
- v. Esri will promptly inform Customer in writing of any requests with respect to Personal Data received from Customer's customers, consumers, employees, or other associates. Customer will be responsible for taking action on and responding to any such request, but Esri will reasonably cooperate with Customer to address any such request or a request by an individual about whom Esri holds Personal Data for access, rectification, objection, portability, restriction, erasure, or export of that individual's Personal Data. For clarity, Customer is a Controller of Named User Credentials, as defined in the Master Agreement. Customer is solely responsible for taking action on and responding to any data subject requests associated with Named User Credentials.
- vi. Taking into account the state of the art; the costs of implementation; and the nature, scope, context, and purposes of Processing, as well as the risk of varying likelihood and severity of the rights and freedoms of natural persons, Esri will implement appropriate technical and organizational measures to protect the Personal Data from loss; misuse; and unauthorized access, disclosure, alteration, and destruction. Such measures are set forth in Annex II of Attachment 1. To this effect, Esri will limit internal access to Personal Data so that it is only accessible on a need-to-know basis to fulfill Esri's performance of services for or on behalf of Customer, by personnel who have agreed to comply with privacy and security obligations that are substantially similar to those required by this Addendum.
- vii. Subject to applicable law, Esri will notify Customer immediately in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of Personal Data. Customer may, if it so chooses, seek a protective order, and Esri will reasonably cooperate with Customer in such action, provided Customer reimburses Esri for all

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costs, fees, and legal expenses associated with the action. Esri will have the right to approve or reject any settlements that affect Esri.

- viii. If Esri becomes aware of a Data Incident, Esri will (a) notify Customer of the Data Incident promptly and without undue delay after becoming aware of the Data Incident; and (b) promptly take reasonable steps to minimize harm and secure Personal Data. Notifications made pursuant to this section will describe, to the extent possible, details of the Data Incident, including steps taken to mitigate the potential risks and steps Esri recommends Customer take to address the Data Incident. Esri will not assess the contents of Personal Data in order to identify information subject to any specific legal requirements. Customer is solely responsible for complying with incident notification laws applicable to Customer and fulfilling any notification obligations to third parties related to any Data Incident(s). Subject to Article 4 – Limitation of Liability of Document 3 – Master Agreement, Esri shall reimburse Customer for all reasonable costs arising out of or in connection with Customer's compliance with incident notification laws applicable to Customer related to any Data Incident(s) caused by Esri's negligence or misconduct. Esri's notification of or response to a Data Incident under this section will not be construed as an acknowledgement by Esri of any fault or liability with respect to the Data Incident.
- C. Esri currently has the third-party certifications and review processes in place as described at <https://trust.arcgis.com>. Esri participates in and has certified its compliance with Data Privacy Framework.
- D. Esri will comply with applicable data protection and privacy laws, including, but not limited to, the GDPR, CCPA, and NRS 603A, to the extent such laws apply to Esri in its role as Processor or Service Provider.
- E. Customer certifies that it has
- i. Obtained the written consent, affirmative opt-in, or other written authorization ("**Consent**") from applicable individuals or has another legitimate, legal basis for delivering or making accessible Personal Data to Esri (as well as its subsidiaries, affiliates, and subprocessors), and such Consent or other legitimate basis allows Esri (and its subsidiaries, affiliates, and subprocessors) to Process the Personal Data pursuant to the terms of the Agreement and this Addendum; and
 - ii. Ensured that the delivery and disclosure to Esri of Personal Data is in compliance with the Privacy Laws that are applicable to Customer.
- F. Esri will assist Customer in ensuring that its secure Processing obligations, as Controller, under Privacy Laws that are applicable to Customer are met, which may include assisting Customer in a consultation with a supervisory authority where a data protection impact assessment indicates that the intended Processing would result in a high level of risk. Upon request, Esri shall make available to Customer the information necessary to demonstrate compliance with the Privacy Laws that are applicable to Customer and will allow for and contribute to audits, including inspections, to confirm Esri's compliance with this Addendum by Controller or another auditor mandated by Controller. At Customer's request to verify compliance, Esri will provide to Customer evidence of the most recent independent third-party audit results. Such evidence will be provided no more than once annually. An on-site audit may be conducted by Customer or an independent third-party auditor as agreed by the parties when (i) such an audit is required by Privacy Law or Customer's competent supervisory authority; and (ii) Customer has received a notice from Esri of a Data Incident affecting Customer's Personal Data. The scope and scheduling of such audit will be mutually agreed upon by the parties in advance. Any on-site audits will be limited to Customer Content processing and storage facilities operated by Esri. Customer acknowledges that Esri operates a multitenant cloud environment. Accordingly, Esri shall have the right to reasonably adapt the scope of any on-site audit to avoid or mitigate risks with respect to, and

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including, service levels, availability, and confidentiality of other Esri customers' information. All expenses resulting from this Subsection F will be incurred by Customer, unless Esri is found materially noncompliant. Customer must promptly notify Esri of any discovered noncompliance.

- G. Upon fulfillment of the purpose for which Customer provided Personal Data under this Addendum, Esri shall either return all Personal Data Processed on behalf of Customer or delete or destroy the Personal Data, including any existing copies, at Customer's expense, if any, unless Esri has a legal obligation to maintain such Personal Data.
- H. Trial, Evaluation, and Beta Program offerings may employ lesser or different privacy and security measures than those typically present in the Online Services. Unless otherwise noted, Customer should not use trial, evaluation, and beta program offerings to process Personal Data or other data that is subject to legal or regulatory compliance requirements. The following terms in this Addendum do not apply to trial, evaluation, and beta program offerings: Processing of Personal Data, GDPR, Data Security, and Health Insurance Portability and Accountability Act (HIPAA) Business Associate.

CUSTOMER CERTIFIES THAT IT AND ITS EMPLOYEES UNDERSTAND THESE RESTRICTIONS AND WILL COMPLY WITH THEM.

IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing by due execution of this Addendum by their respective authorized representatives. The Addendum cannot be modified or amended by either party except with a separate written document signed by both parties.

**CLARK COUNTY
(Customer)**

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)**

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

Signature: *TB*
Timothy Brazeal (Jun 18, 2024 09:18 PDT)
Printed Name: Timothy Brazeal
Title: Manager, Commercial and Government Contracts
Date: Jun 18, 2024

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: *Jason Patchett*
Jason Patchett (Jun 26, 2024 17:11 PDT)

JASON B. PATCHETT
Deputy District Attorney

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ANNEX I DETAILS OF PROCESSING

A. LIST OF PARTIES

Controller:

- Name:** As identified in the Agreement and this Addendum
Address: Per Esri's customer service records
Contact person's name, position and contact details: Per Esri's customer service records
Activities relevant to the data processed: Online Services and subscription and maintenance services to be rendered by Esri to Customer

Processor:

- Name:** Environmental Systems Research Institute, Inc. ("Esri")
Address: 380 New York Street, Redlands, CA 92373, USA
Contact person's name, position, and contact details: Chief Information Security Officer, privacy@esri.com
Activities relevant to the data processed: Online Services and subscription and maintenance services to be rendered by Esri to Customer

B. DESCRIPTION OF THE PROCESSING

Categories of data subjects whose personal data is processed

Data about individuals is provided to Esri via the Online Services and subscription and maintenance services by (or at the direction of) Customer or by Customer end users, who may include Customer's customers, employees, suppliers, and End Users.

Categories of personal data processed

Data related to individuals is provided to Esri via the Online Services and subscription and maintenance services, by (or at the direction of) Customer or by Customer end users.

Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as strict purpose limitation, access restrictions (including access only for staff having followed specialised training), recordkeeping of access to the data, restrictions for onward transfers, or additional security measures

Considering that only Customer (not Esri) has full knowledge and control in relation to what data is provided to Esri via the Online Services and subscription and maintenance services, Esri treats all Customer Content to the standards of sensitive data by providing the technical and organizational measures described in Annex II. Customer is responsible for verifying that such measures are appropriate for the specific categories of data provided to Esri via the Online Services and subscription and maintenance services.

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Nature of the processing

Spatial analytics is accomplished through the following operations, dependent on Customer's choice of settings and actions performed: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or other method of making available, alignment or combination, restriction, or erasure or destruction.

Purpose(s) for which the personal data is processed on behalf of the Controller

Esri will process Personal Data for the purposes of providing the Online Services and subscription and maintenance services to Customer in accordance with the Agreement.

The period for which the personal data will be retained or, if that is not possible, the criteria used to determine that period

The period for which the personal data will be retained depends on the duration of processing as determined by Customer and Customer's additional instructions.

For processing by (sub-) processors, also specify subject matter, nature and duration of the processing

Cloud services and technical support services involve processing of the same nature and duration as described above.

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ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Esri will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to ArcGIS Online Services and subscription and maintenance services, as described in the Security and Privacy Documentation applicable to the specific ArcGIS Online Services and subscription and maintenance services purchased by the data exporter, as updated from time to time, and accessible via <https://trust.arcgis.com/en/security/security-overview.htm> or otherwise made reasonably available by Esri.

A. Technical Measures for ArcGIS Online Services. Esri implemented the following technical measures for the above-referenced ArcGIS Online Services:

- i. The state-of-the-art encryption algorithm and its parameterization (e.g., key length; operating mode, if applicable) are used for Customer data at rest.
- ii. The strength of the encryption takes into account the time period during which the confidentiality of the encrypted personal data must be preserved.
- iii. The encryption algorithm is implemented by properly maintained software, the conformity of which to the specification of the algorithm chosen has been verified by certification.
- iv. The keys are reliably managed (generated, administered, stored, linked to the identity of an intended recipient, and revoked).
- v. ArcGIS Online allows Customer (data exporter) to pseudonymize the fields (e.g., user credentials) in such a manner that the personal data can no longer be attributed to a specific data subject, nor be used to single out the data subject in a larger group, without the use of additional information exclusively held and controlled by Customer (data exporter), of which Customer (data exporter) retains sole control of the algorithm or repository that enables reidentification using additional information.
- vi. ArcGIS Online supports best practices for transport encryption protocols.
- vii. A trustworthy public key certification authority and infrastructure are used.
- viii. Specific protective and state-of-the-art measures are used against active and passive attacks.
- ix. The existence of backdoors (in hardware or software) has been ruled out.
- x. ArcGIS Online can be used in combination with ArcGIS Enterprise in a configuration that allows Customer (data exporter) to store and manage Personal Data under Customer's (data exporter's) control without transferring it to a third country, whereas a data exporter processes Personal Data in such a manner that it is split into two or more parts, and the part that is being transferred to the third country can no longer be interpreted or attributed to a specific data subject without the use of additional information under Customer's (data exporter's) control.

Additional information on technical measures can be found at <https://trust.arcgis.com/en/documents/>.

B. Organizational and Contractual Measures

- i. Esri's efforts around privacy are described at <https://www.esri.com/en-us/privacy/overview>.
- ii. Esri commits to treating Personal Data per its Privacy Statement (available at <https://www.esri.com/en-us/privacy/privacy-statements/privacy-statement>) and the Esri Products & Services Privacy Statement Supplement (available at <https://www.esri.com/en-us/privacy/privacy-statements/privacy-supplement>).
- iii. Esri provides a presigned Data Processing Addendum that contains Standard Contractual Clauses, available at <https://www.esri.com/en-us/privacy/privacy-qdpr>.

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- iv. Esri maintains and enforces an internal personal information protection policy that requires employees to protect Personal Data that they access.
- v. Esri maintains a corporate security policy that addresses access controls and corporate security measures.

C. Adoption of Further Requirements and Right to Early Termination. If supervisory authorities adopt further requirements and measures with regard to the transfer of Personal Data to the US, Esri will amend this Addendum to fulfill the additional requirements. If Esri cannot meet the additional requirements, Customer shall have the right to terminate the Agreement for convenience (without termination fee or penalty) by giving written notice thereof to Esri.