

EXHIBIT XI
I.T. SERVICES AGREEMENT
ArcGIS ONLINE

INTRODUCTION

ArcGIS Online (“AGO”) is a web based, collaborative Geographic Information System (GIS) that allows users having an AGO Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.’s (“ESRI”) secure cloud.

County entered into an agreement with ESRI that permits County to deploy AGO to Public Body (County Contract No. 004545 and herein referred to as the “Enterprise Agreement,” which can be found on the Oakland County Purchasing Website at the ‘Contract Public Search’ link or provided to the Public Body upon request). The Parties desire for Public Body to be authorized to access and use AGO as specified in the Enterprise Agreement.

County will provide Public Body with AGO Named User accounts that will allow Public Body to access the County’s AGO portal without having to purchase, manage or maintain its own AGO Named User accounts.

The Enterprise Agreement includes a License Agreement (herein referred to as the “License Agreement”) and a CVT Acknowledgment Statement, which is attached and incorporated as Addendum A, that Public Body must comply with in order to access and use AGO.

1. DEFINITIONS

- 1.1. "Deploy," "Deployment," or "Deployed" means County assigning, managing, and maintaining AGO Named User accounts for access to and use of County’s AGO portal by Public Body.
- 1.2. "Tier 1 Support" means the Technical Support provided via the Oakland County Service Center to Public Body to resolve reported incidents involving Public Body’s access to or use of County’s AGO portal.

2. OAKLAND COUNTY RESPONSIBILITIES

- 2.1. Deployment. County shall deploy AGO Named User accounts to Public Body as specified in the Enterprise Agreement without fee or cost to Public Body.
- 2.2. Access Management. County shall deploy AGO Named User accounts to Public Body through County’s Service Center. The deployment of AGO Named User accounts by County to Public Body will terminate as specified in the Enterprise Agreement.

- 2.3. Support. County's Information Technology (I.T.) Department shall pass through updates and provide Tier 1 Support to Public Body for applicable AGO use without fee or cost to Public Body.
- 2.4. Administration of CVT Acknowledgement Statement. After Public Body signs and provides the County with the signed original CVT Acknowledgement Statement (Addendum A) in accordance with paragraph 3.1, County shall provide the CVT Acknowledgement Statement signed by Public Body to ESRI.

3. PUBLIC BODY RESPONSIBILITIES

- 3.1. Execution of CVT Acknowledgement Statement. Public Body shall sign and provide the County with the signed original CVT Acknowledgement Statement (Addendum A), prior to County deploying AGO Named User accounts to Public Body. The CVT Acknowledgement Statement must be signed by an authorized representative of Public Body.
- 3.2. Public Body Compliance. Public Body and its employees and contractors shall comply with the terms and conditions in this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any new agreement mentioned in paragraph 3.4, and any applicable laws, rules, and regulations when accessing or using AGO. Public Body's access and use of AGO may be suspended or terminated if County is in breach of the Enterprise Agreement or if Public Body is in breach of this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any new agreement mentioned in paragraph 3.4, or any applicable laws, rules, and regulations when accessing or using AGO. Public Body acknowledges and agrees that it has received and reviewed the License Agreement.
- 3.3. Amendments to License Agreement. In order to access and use AGO, Public Body shall agree to and comply with any and all amendments to the License Agreement relating to the access or use of AGO. Amendments to the License Agreement can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the License Agreement.
- 3.4. New Agreements. County may enter into new agreements in the future with ESRI involving AGO. New agreements between County and ESRI may require Public Body to agree to and sign (if necessary) new CVT Acknowledgment Statements, License Agreements, or other equivalent or related agreements. In order to access and use AGO, Public Body shall agree to and comply with new CVT Acknowledgment Statements, License Agreements, or other equivalent or related agreements. New agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide

notice to Public Body when it becomes aware that Public Body must comply with any new agreements.

- 3.5. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of AGO, including but not limited to, restricting Public Body's AGO credit consumption or designating Public Body's employees and contractors that may report AGO incidents to the Service Center. In order to access and use AGO, Public Body shall agree to and comply with new or different standards or guidelines that are provided to Public Body.
- 3.6. Identity & Access Management ("IAM") Self Service Registration. All employees and contractors of Public Body must create an IAM account through Service Center's self-registration to access or use AGO.
- 3.7. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the AGO portal, or breaches this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any applicable amendments to those agreements, or any new agreement mentioned in paragraph 3.4. County may require Public Body to verify its inventory of active Public Body AGO Named User accounts periodically.

4. LICENSED USE AND ACCESS

- 4.1. County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's advance written consent.

**ADDENDUM A
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CVT ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri"), having an address at 380 New York Street, Redlands, CA 92373 and **County of Oakland, MI ("County")** have entered into an Enterprise Agreement (EA), identified as Agreement No. **312130**, formerly 2014ELA719, and several amendments to that EA. Esri has authorized County to Deploy ArcGIS Online to specific CVTs during years two (2) and three (3) of the EA. Deployment of ArcGIS Online by County to CVTs and CVTs use of the ArcGIS Online is subject to the terms of the License Agreement (Esri contract no. 2014MLA7199) contained in the EA and the additional requirements below.

The CVT, identified below as a Licensee, represents it has received and read the License Agreement, and understands and agrees to be bound by the terms of the License Agreement and the following requirements for use of ArcGIS Online Deployed by County to it. CVT agrees that Esri may pursue remedies against CVT for material breach of the License Agreement or the following requirements. All Deployments made by County to CVT will be made through County's centralized point of contact and will cease upon expiration or termination of County EA. County shall pass through updates and provide Tier 1 Support to CVT during the term of the EA for applicable ArcGIS Online use.

Additionally:

- (1) Beta licenses are not available during the term of the EA. Therefore, Section 3.2, Beta License, of the General License Terms and Conditions—E204 in the License does not apply to CVT.
- (2) Section 4.1f. Consultant Access, of the General License Terms and Conditions—E204 in the License Agreement, is modified to add the following restriction: Access to and use of any ArcGIS Online is restricted to use by consultants and contractors who are under contract with CVT, for the sole benefit of CVT while (i) working on-site at CVT's facilities; (ii) remotely accessing or using ArcGIS Online from CVT's on-site computers or machines; or (iii) remotely accessing or using EA Products from a third party's computers or machines. CVT shall require consultant or contractor to discontinue access to and use of EA Products upon completion of work for CVT.
- (3) CVT remains subject to US Export Control Regulation requirements outlined in the License Agreement.
- (4) Transfer, redistribution, or assignment of ArcGIS Online and any EA Product to any third party without Esri's written permission is prohibited.
- (5) During the term of the EA, licenses Deployed by County to CVT may be terminated if County or CVT is in material breach.
- (6) Any and all Amendments to the License Agreement relating to the use of ArcGIS Online signed by the County and Esri shall be binding on the CVT.

In the event of a conflict in the terms and conditions of this acknowledgment and the License Agreement, the terms and conditions of this document shall have precedence over those contained in the License Agreement. No other rights are granted to CVT under this acknowledgment.

ACCEPTED AND AGREED:

(CVT)

Signature: _____

Printed Name: _____

Title: _____

Date: _____