

# Amendment 1

## To Master Agreement No. 00298013.0



This Amendment No. 1 is entered into by and between the **Oklahoma City of Municipal Facilities Authority ("Customer")** and **Environmental Systems Research Institute, Inc. ("Esri")**, and is effective as of August 1, 2024 ("Amendment 1 Effective Date").

WHEREAS, the Customer and Esri (collectively referred to as the "Parties") entered into a Master Agreement ("Agreement") with an effective date of August 1, 2021; and

WHEREAS, the Parties desire to amend the Agreement to update applicable terms and conditions.

The parties now amend the Agreement as follows:

1. Delete and replace Article 5.9 Payment; Invoices. subsection c.1 For Time and Materials Task Orders with the following:

"1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden."

2. Insert the following as new definitions in Article 7.1 Definitions:

"h. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.

i. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.

j. **"Learning Management System or "LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer's internal employees."

3. Insert the following as a new Article 7.8, Esri E-Learning in the Customer's Learning Management System:

### **"7.8 Esri E-Learning in the Customer's Learning Management System**

a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf>

b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf>

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4. Delete and replace Article 8.7 Travel and Per Diem expenses with the following:

"8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately, and must be pre-approved by Customer's Contract Administrator. Per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Customer will use Learning and Services Credits for travel and per diem expenses."

5. Insert the following as a new subsection (c) in Article B.3.4 Disclaimers:

**"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."

6. Delete and replace Article B.7.3 Export Compliance 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, Syria, North Korea, Cuba, 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. 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."

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Except as may be specifically modified by this Amendment No. 1, all other terms and conditions of the Agreement and any prior 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the date of the last party to sign below.

OKLAHOMA CITY OF MUNICIPAL FACILITIES  
AUTHORITY (Customer)

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC. (Esri)

Signature:

**SEE ATTACHED SIGNATURE PAGE**

Printed Name:

Title:

Date:

Signature:

Printed Name: Erick Arial

Title: Manager, Commercial & Government Contracts

Date: Jun 5, 2024

# A - 1 - Master Agreement

Final Audit Report

2024-06-05

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## "A - 1 - Master Agreement" History

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Adobe Acrobat Sign

**APPROVED** by the Trustees and signed by the Chairman of The Oklahoma City  
Municipal Facilities Authority this 2ND day of JULY, 2024.

**ATTEST:**

Amy K. Simpson  
SECRETARY



Brian Peck  
VICE CHAIRMAN

Amy Douglas

ASSISTANT MUNICIPAL COUNSELOR