

This amendment number 17 ("Amendment No. 17") to Enterprise License Agreement ("ELA") is entered into by and between **ESRI (UK) Limited ("Distributor")** and **Department of Environment, Food and Rural Affairs ("DEFRA")**.

WHEREAS, Distributor and IBM United Kingdom ("IBM") entered into an ELA and various amendments and Acknowledgement Statements to the ELA for the provision of Esri Software, Data, Online Services, and Documentation ("ELA Products" or "Enterprise Products") only in the United Kingdom to be used solely for the benefit of DEFRA's Participating Agencies and Out of Scope Agencies, and for the provision of ELA Maintenance, over a fixed three (3) year period expiring on 31 March 2010; as extended on 01 April 2010 (the first Extension and the first amendment) for a further fixed three (3) year period expiring on 31 March 2013; as extended on 01 April 2013 (the Second Extension and the sixth amendment) for a further three (3) year period expiring on 31 March 2016; as extended on 01 April 2016 (the Third Extension and the eighth amendment) for a further three (3) year period expiring on 31 March 2019; as extended on 01 April 2019 (the Fourth Extension and the twelfth amendment) for a further three (3) year period expiring on 31 March 2022;

WHEREAS, effective 18 October 2018, the ELA and the associated Master License Agreement No. 2007MLA1790 (as updated to Esri's current Master Agreement found at <https://www.esri.com/en-us/legal/terms/master-agreement-product>) and Amendment No. 1 to Master License Agreement between IBM, Distributor and Esri (collectively, "License Agreement") were transferred by novation from IBM to DEFRA;

WHEREAS, Distributor and DEFRA extended the term of the ELA for an additional three (3) year period commencing on 01 April 2022 and expiring on 31 March 2025 and updated certain terms and conditions (the Fifth Extension Term and fourteenth amendment);

WHEREAS, Distributor and DEFRA now wish to extend the term of the ELA for an additional one (1) year period expiring on 31 March 2026 and update certain terms and conditions; and

NOW THEREFORE, for adequate consideration, the sufficiency of which is hereby acknowledged by the parties, DEFRA and Distributor agree that this Amendment No. 17, when signed by the parties, shall effect the following modifications to the ELA:

1. The term of the ELA is modified to extend the term of the ELA for an additional period of one (1) year commencing on 01 April 2025 and expiring on 31 March 2026 ("Sixth Extension Term").
2. During the Sixth Extension Term, the 2025 Appendix A, Products and Deployment Schedule attached to this Amendment No. 17 replaces in its entirety the Appendix A, Products and Deployment Schedule in the ELA and in any previous Amendments to the ELA.
3. During the Sixth Extension Term, the 2025 Appendix B, ELA Fee Schedule attached to this Amendment No. 17 replaces in its entirety the Appendix B, ELA Fee Schedule in the ELA and in any previous Amendments to the ELA .
4. During the Sixth Extension Term, the 2025 Appendix E, Participating Agencies attached to this Amendment No. 17 replaces in its entirety the Appendix E, Participating Agencies in the ELA and in any previous Amendments to the ELA. Appendix E is updated to include the Joint Nature Conservation Committee.
5. DEFRA shall pay Distributor the new and additional ELA Fee as described in the 2025 Appendix B attached to this Amendment No. 17 with the ELA Fee Payment for Year 1 due and payable within thirty (30) days of execution of this Amendment No. 17, in accordance with the applicable payment terms in the ELA for consideration of this one-year extension to the term of the ELA.
6. In addition, during the Sixth Extension Term and included in the ELA Fee, Distributor will provide to DEFRA the Distributor products ("Distributor Items") and services listed in Table A-4 of the 2025 Appendix A, Products and Deployment Schedule attached to this Amendment No. 17.

7. During the Sixth Extension Term, support and maintenance for the ELA Products and Distributor Items will be provided subject to the Esri UK standard Support Policy at <https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>.
8. This Amendment No. 17 is effective as of 01 April 2025 when signed by both parties.

Except as modified by this Amendment No. 17, all other terms in the Agreement remain unchanged.

**For and on behalf of ESRI (UK)**

**For and on behalf of DEFRA**

**2025 APPENDIX A  
PRODUCTS AND DEPLOYMENT SCHEDULE  
TERM LICENSES ONLY**

DEFRA may Deploy the Enterprise Products up to the total quantity of licenses indicated below during the Sixth Extension Term.

**Table A-1  
Enterprise Products— Esri Flex, Term Licenses Only**

<b>Product Family</b>	<b>Product Name</b>
<b>ArcGIS Desktop Extensions Concurrent Use</b>	ArcGIS 3D Analyst
	ArcGIS Data Reviewer
	ArcGIS Geostatistical Analyst
	ArcGIS Network Analyst
	ArcGIS Publisher
	ArcGIS Spatial Analyst
	ArcGIS Workflow Manager
<b>ArcGIS Desktop Software Concurrent Use</b>	ArcGIS Desktop Advanced
	ArcGIS Desktop Basic
	ArcGIS Desktop Standard
<b>ArcGIS Enterprise</b>	ArcGIS Enterprise Advanced
	ArcGIS Enterprise Standard
<b>ArcGIS Enterprise Additional Capability Servers</b>	ArcGIS Image Server
<b>ArcGIS Enterprise Extensions</b>	ArcGIS 3D Analyst
	ArcGIS Data Reviewer
	ArcGIS Geostatistical Analyst
	ArcGIS Network Analyst
	ArcGIS Spatial Analyst
	ArcGIS Workflow Manager
<b>ArcGIS Enterprise Pro (Add-on App) Extensions</b>	ArcGIS 3D Analyst for ArcGIS Pro (Add-on App) Enterprise Annual Subscription
	ArcGIS Data Reviewer for ArcGIS Pro (Add-on App) Enterprise Annual Subscription
	ArcGIS Geostatistical Analyst for ArcGIS Pro(Add-on App) Enterprise Subscription
	ArcGIS Network Analyst for ArcGIS Pro(Add-on App) Enterprise Annual Subscription
	ArcGIS Publisher for ArcGIS Pro (Add-on App) Enterprise Annual Subscription
	ArcGIS Spatial Analyst for ArcGIS Pro(Add-on App) Enterprise Annual Subscription
	ArcGIS Workflow Manager for ArcGIS Pro(Add-on App)Enterprise Annual Subscription
<b>ArcGIS Enterprise User Types</b>	ArcGIS Enterprise Contributor (formerly Editor) Annual Subscription
	ArcGIS Enterprise Creator Annual Subscription

	ArcGIS Enterprise Mobile Worker Annual Subscription
	ArcGIS Enterprise Professional Plus (formerly Advanced) Annual Subscription
	ArcGIS Enterprise Professional (formerly Standard) Annual Subscription
<b>ArcGIS GIS Servers</b>	ArcGIS GIS Server Advanced (up to 4 cores)
	ArcGIS GIS Server Basic (up to 4 cores)
	ArcGIS GIS Server Standard (up to 4 cores)
<b>Other</b>	ArcGIS Monitor (Cores)
<b>Staging ArcGIS Enterprise</b>	ArcGIS Enterprise Advanced Staging
	ArcGIS Enterprise Standard Staging
<b>Staging ArcGIS Enterprise Additional Capability Servers</b>	ArcGIS Image Server Staging
<b>Staging ArcGIS GIS Server</b>	ArcGIS GIS Server Advanced Staging
	ArcGIS GIS Server Basic Staging
	ArcGIS GIS Server Standard Staging
<b>Staging ArcGIS GIS Server Extensions</b>	ArcGIS 3D Analyst Staging
	ArcGIS Data Reviewer Staging
	ArcGIS Geostatistical Analyst Staging
	ArcGIS Network Analyst Staging
	ArcGIS Schematics Staging
	ArcGIS Spatial Analyst Staging
	ArcGIS Workflow Manager Staging
<b>Staging ArcGIS Monitor</b>	ArcGIS Monitor Staging (Cores)

**Table A-2**  
**Enterprise Products—Capped Quantities, Term Licenses Only**

Product Family	Product Name	Existing Quantity	Quantity/ Seats to be Deployed	Total Quantity
<b>ArcGIS Desktop Core Extensions Concurrent Use</b>	ArcGIS Data Interoperability for Desktop Concurrent Use License	0	■	■
	ArcGIS Image Analyst for Pro Concurrent Use License	0	■	■
<b>ArcGIS Enterprise Additional Capability Servers</b>	ArcGIS Knowledge Server (up to 4 cores)	0	■	■
	ArcGIS Notebook Server Advanced (up to 4 cores)	0	■	■
<b>ArcGIS Online Other</b>	ArcGIS Hub Premium ArcGIS Online Community, Annual Subscription	0	■	■
	ArcGIS Image Dedicated Dynamic Imagery Server Annual Subscription	0	■	■
	ArcGIS Hub Premium - Additional Creator User Type Licenses 1 Block 1,000	0	■	■

<b>ArcGIS Online User Types*</b>	ArcGIS Online Contributor (formerly Editor), Annual Subscription	0	■	■
	ArcGIS Online Creator, Annual Subscription	0	■	■
	ArcGIS Online Mobile Worker Annual Subscription	0	■	■
	ArcGIS Online Professional Plus (formerly Advanced), Subscription	0	■	■
	ArcGIS Online Viewer, Annual Subscription	0	■	■
<b>ArcGIS Server Extensions</b>	ArcGIS Data Interoperability for ArcGIS GIS Server (up to 4 cores)	0	■	■
<b>Developer Technology</b>	ArcGIS Developer Bundle, Annual Subscription	0	■	■
<b>Unlisted - Capped</b>	Other - ArcGIS Online Premium Feature Data Store M-2 Annual Subscription	0	■	■
	Other - ArcGIS Online Premium Feature Data Store M-4 Annual Subscription	0	■	■
	Other - ArcGIS Image Dedicated Service Prepaid Plan Annual Subscription	0	■	■

\*ArcGIS Online User Types listed in Table A-2 above may be distributed among 16 ArcGIS Online Subscriptions as needed.

**Table A-3**  
**Unit-Priced Separately Orderable Items**

Licenses and Maintenance for Unit-Priced Items are available at Distributor's list prices and are not included in the ELA Fee. Unit-Priced Separately Orderable Items will be licensed in accordance with the terms and conditions of the License Agreement.

**Table A-4**  
**Distributor Items and services**

Distributor Items	Total Quantity/Seats to Be Deployed	License Type
Esri UK Bespoke Map Cache	■	Annual
Esri UK Maps+ [*1]	■	Annual
Esri UK Data Loader [*2]	■	Annual
Esri UK Sweet Builder for ArcGIS Enterprise [*2]	■	Annual
Esri UK Sweet Builder for ArcGIS Online [*1]	■	Annual
Esri UK Sweet Data Editor for ArcGIS Enterprise [*2]	■	Annual
Esri UK Sweet Data Editor for ArcGIS Online [*1]	■	Annual
<b>Distributor services</b>	<b>Description</b>	
Professional consultancy services (75 days)	Up to 75 professional services man days (subject to availability), provided subject to the call off contract between DEFRA and Distributor. Unused days cannot be carried over into any subsequent term.	

Distributor Items	Total Quantity/Seats to Be Deployed	License Type
Professional consultancy services (data)	Data consultancy to provide a quarterly refresh to the Environment Agency Custom Data Stack, provided subject to the call off contract between DEFRA and Distributor.	
Training (£80,000 Learning Credits)	Learning credits up to a maximum of £80,000 which can be used for Distributor's published training courses (subject to availability), provided subject to the call off contract between DEFRA and Distributor. Unused credits cannot be carried over into any subsequent term.	

Distributor Items are licensed directly by Distributor to DEFRA subject to the applicable license terms:

- For '[\*1]' the Esri UK Managed Cloud and Online Service Terms available at: <https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>.
- For '[\*2]' the Esri UK Software Licence Agreement available at: <https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>.

In relation to the 10 x UK Data Loader licenses, these are split into the following:

- 5 UK Data Loader licenses on a subscription term basis, for the Environment Agency;
- 5 UK Data Loader licenses on a subscription term basis, for such other DEFRA Participating Agencies as are agreed.

The bespoke map cache shall continue to be governed by the applicable license terms.

**2025 APPENDIX B  
ELA FEE SCHEDULE**

The ELA Fee for the Sixth Extension I Term is £6,600,000.00. The ELA Fee is in consideration of the Enterprise Products, ELA Maintenance, and Esri International User Conference Registrations.

	<b>Year 1</b>
<b>ELA Fee Payment</b>	<u>£6,600,000.00</u>

<b>Country</b>	<b>United Kingdom</b>
<b>Number of Esri International User Conference Registrations per Year</b>	<b>Twenty (20)</b>
<b>Number of Tier 1 Help Desk Individuals</b>	<b>Fifty (50)</b>
<b>Number of Sets of Backup Media, if Requested</b>	<b>None</b>
<b>Sixth Extension Term</b>	<b>One (1) Year Commencing on April 1, 2025</b>

**2025 APPENDIX E  
PARTICIPATING AGENCIES**

1.	Authorized Entity Name:	Core Defra	7.	Authorized Entity Name:	Rural Payments Agency (RPA)
	Esri Customer # (if applicable)			Esri Customer # (if applicable)	
	Contact Name:			Contact Name:	
	Address:			Address:	
	Phone:			Phone:	
	Fax:			Fax:	
	E-mail:			E-mail:	
2.	Authorized Entity Name:	Environment Agency	8.	Authorized Entity Name:	Fera Science Limited
	Esri Customer # (if applicable)			Esri Customer # (if applicable)	
	Contact Name:			Contact Name:	
	Address:			Address:	
	Phone:			Phone:	
	Fax:			Fax:	
	E-mail:			E-mail:	
3.	Authorized Entity Name:	Natural England (including licenses for Commission for Rural Communities)	9.	Authorized Entity Name:	Center for Environment, Fisheries and Aquaculture Science (CEFAS)
	Esri Customer # (if applicable)			Esri Customer # (if applicable)	
	Contact Name:			Contact Name:	
	Address:			Address:	
	Phone:			Phone:	
	Fax:			Fax:	
	E-mail:			E-mail:	
4.	Authorized Entity Name:	Animal and Plant Health Agency	10.	Authorized Entity Name:	Agricultural and Horticultural Development Board (AHDB)
	Esri Customer # (if applicable)			Esri Customer # (if applicable)	
	Contact Name:			Contact Name:	
	Address:			Address:	
	Phone:			Phone:	
	Fax:			Fax:	
	E-mail:			E-mail:	
5.	Authorized Entity Name:	Marine Management Organisation ("MMO")	11.	Authorized Entity Name:	Joint Nature Conservation Committee
	Esri Customer # (if applicable)			Esri Customer # (if applicable)	
	Contact Name:			Contact Name:	
	Address:			Address:	
	Phone:			Phone:	
	Fax:			Fax:	
	E-mail:			E-mail:	



6.	Authorized Entity Name:	Sea Fish Industry Authority
	Esri Customer # (if applicable)	
	Contact Name:	
	Address:	
	Phone:	
	Fax:	
	E-mail:	