IDAHO

State of Idaho

CHANGE ORDER - 03

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: SBPO1295

Account Number: AC-1

Revision Number: 03

Change Order Date: September 24, 2015

Service Start Date: February 1, 2015

Service End Date: January 31, 2018

Payment Method: Invoice

Payment Terms: NET30

Currency USD

FOB Instruction: Destination

Attachment(s): ChangeLog.htm :Purchase Order Change

Supplier

Eula Robinson
Environmental Systems Research Ins
380 New York Street
Redlands, CA 92373
Phone: 909-793-2853

Fax: 909-793-5953

Email: bids@esri.com

Buyer Contact

Jason Urquhart
Tel:208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

SBPO1295, Higher Education Geographic Information Systems (GIS) for ALL ELIGIBLE POLITICAL SUBDIVISIONS OR PUBLIC AGENCIES (the "Contract") is amended effective September 24, 2015. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

SBPO1295 is amended as follows:

This contract is amended per the attached document with the heading "Amendment No. 3 to Education Site License Agreement between Environmental Systems Research Institute, Inc. (Esri) and State of Idaho, Department of Administration, Division of Purchasing (Institute) Agreement No. 2008MSL2805". (See the document with the document file name "SBPO1295 - AM 3 to 2008MSL2805.pdf".)

NO OTHER CHANGES NOTED.

ESTIMATED CONTRACT VALUE THROUGH AMENDMENT 6 $0,952,967.00
ESTIMATED VALUE OF AMENDMENT 7 $0,600,000.00
VALUE OF AMENDMENT 8 $0.00
VALUE OF AMENDMENT 9 $0.00
ESTIMATED CONTRACT VALUE $1,552,967.00

Items					
Supplier Part Number	**Quantity**	**Back Order**	**Unit**	**Unit Price**	**Total**
	3	0	ANN	$200,000.00	$600,000.00

Item Description #1

CPO01295-07 amends the contract to renew services for an additional three (3) years.

ESTIMATED CONTRACT VALUE TO DATE	$0,952,967.00
ESTIMATED VALUE OF THIS AMENDMENT	$0,600,000.00
ESTIMATED CONTRACT VALUE	$1,552,967.00

Delivery Date: September 25, 2015
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

Sub-Total (USD)	$600,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$600,000.00

Note: If there is a ⇩ next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By : Jason R. Urquhart

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Amendment No. 3
to
Education Site License Agreement
between
Environmental Systems Research Institute, Inc. (Esri)
and
State of Idaho, Department of Administration, Division of Purchasing (Institute)
Agreement No. 2008MSL2805

In this Amendment No. 3 to the above-identified Agreement, the parties hereby mutually agree to supplement and/or modify in pertinent parts, the Agreement as follows:

Delete **APPENDIX C, ELIGIBLE LICENSEE SITE LOCATIONS** in its entirety and replace with the following:

APPENDIX C, ELIGIBLE LICENSEE SITE LOCATIONS

Boise State University
Department of Geosciences
1910 University Drive
Boise, ID 83725

College of Southern Idaho
315 Falls Avenue
P.O. Box 1238
Twin Falls, ID 83303

College of Western Idaho
5500 E University Way
Nampa, ID 83687

Eastern Idaho Technical College
1600 S 2500 E
Idaho Falls, ID 83404

Idaho State University
638 East Dunn Street
Pocatello, ID 83209

Lewis-Clark State College
500 - 8th Avenue
Lewiston, ID 83501

North Idaho College
1000 W Garden Avenue
Coeur d'Alene, ID 83814

University of Idaho
1031 N. Academic Way, Suite 242
Coeur d'Alene, ID 83814

University of Idaho
Geography Dept.
710 Deakin St
Moscow, ID 83844

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and effective as of the last date written below.

STATE OF IDAHO, DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING
(Institute)

Signature: _____

Printed Name: ~~Print~~ Jason R. Urquhart

Title: Purchasing Officer

Date: 9/24/15

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Esri)

Signature: _____

Printed Name: Chris Johnson William C. Fleming
Managing Business Attorney

Title: Manager, Commercial & Government Contracts

Date: September 17, 2015

IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	SBPO1295
Account Number:	AC-1
Revision Number:	01
Change Order Date:	January 16, 2015
Service Start Date:	February 1, 2015
Service End Date:	January 31, 2018
Payment Method:	Invoice
Payment Terms:	No Payment Terms specified
Currency	USD
FOB Instruction:	Destination
Attachment(s):	ChangeLog.htm :Purchase Order Change

Contract Number:

Supplier

Eula Robinson
Environmental Systems Research Institute, I nc.
Environmental Systems Research Ins
380 New York Street
Redlands, CA 92373
909-793-2853

Buyer Contact

Gregory Lindstrom
Tel:208-332-1609
Fax: 208-327-7320
gregory.lindstrom@adm.idaho.gov

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

This contract renewal and the provisions hereof are hereby made part of that certain State of Idaho contract number SBPO1295-06 for GEOGRAPHIC INFORMATION SYSTEMS (GIS) dated SEPTEMBER 21, 2013, for ALL ELIGIBLE POLITICAL SUBDIVISIONS OR PUBLIC AGENCIES. This agreement is between ESRI, Inc. as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:

All of the terms and conditions contained in the AGREEMENT shall remain in full force and effect, except as expressly modified herein. The effective date of this renewal is FEBRUARY 01, 2015.

This AGREEMENT is renewed in accordance with the term of this AMENDMENT SEVEN. The same terms, conditions, prevail for the Contract renewal period.

The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the actual orders, requirements or tasks given to the Contractor by the State or Public Agency, or may be dependent upon the specific terms of the Contract.

SIGNED AND DATED ACCEPTANCE LETTER FROM ESRI, INC. ON FILE AT THE DIVISION OF PURCHASING.

IN THE EVENT OF ANY INCONSISTENCY, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Contract Purchase Order document.
2. The Contractor's signed bid, quotation or offer.

CONTRACTOR'S PRIMARY CONTACT

Lee Otis

Account Manager

ESRI, Inc.

111 Market St NE, Suite 250

Olympia, WA 98501

360-754-4727 ext. 8969

425*281*1605 (mobile)

lotis@esri.com

STATE AGENCY PRIMARY CONTACT

Bill Farnsworth

Enterprise Applications Manager

Office of the Chief Information Officer

650 W. State Street, Room 100

Boise, ID 83720-004

208-332-1878

208*863*9039 (mobile)

Bill.farnsworth@cio.idaho.gov

STATE DIVISION OF PURCHASING CONTRACT ADMINISTRATION

Gregöry Lindström, CPPO, CPPB

State IT Purchasing Officer

650 W. State St – Rm B15

Boise, ID 83720-0075

208-332-1609

gregory.lindstrom@adm.idaho.gov

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	3	0	ANN	$200,000.00	$600,000.00
Item Description	#1 CPO01295-07 amends the contract to renew services for an additional three (3) years.				

ESTIMATED CONTRACT VALUE TO DATE	$0,952,967.00
ESTIMATED VALUE OF THIS AMENDMENT	$0,600,000.00
ESTIMATED CONTRACT VALUE	$1,552,967.00

Delivery Date: January 16, 2015
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

Sub-Total (USD)	$600,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$600,000.00

Note: If there is a next to an item's unit price, that indicates that the price has been discounted.

Gregory Lindström

Amendment 7
Master Purchase Agreement
No. 2004MPA285

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Amendment 7 is entered into by and between Environmental Systems Research Institute, Inc. (Esri), and the State of Idaho (Idaho).

WHEREAS, Esri and Idaho entered into the State of Idaho Blanket Purchase Agreement SBPO1218 also known as the Master Purchase Agreement 2004MPA285 (MPA) with an effective date of January 7, 2005 ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement to update attachments, include additional terms and conditions and extend the term for an additional three (3) years from February 1st, 2015 through January 31st, 2018;

NOW THEREFORE, the parties agree to the following:

1) **Pursuant to Article 3 Term of Agreement.** The term of this MPA is extended until January 31st, 2018.

2) **Attachment A, Esri MPA Price List, E417M.** The existing Esri MPA Price List, E417M 2Q12 is deleted and replaced with MPA Price List, E417M 3Q14. A copy of the E417M document is attached.

3) **Attachment B, Scope of Use Exhibit 1 E300.** The existing Scope of Use Exhibit 1 E300 9/29/2011 is deleted in its entirety and replaced with Scope of Use Exhibit 1 E300 6/13/2014.

4) **Attachment C, Time and Materials Rate Schedule, J-8410.** Is deleted from this Section entirely and moved to Attachment B of the E600 document appended as item 6 .The rate schedule J8410 is for 2015-2018 Time and Material Rates.

5) **Attachment F, Esri U.S. Software Standard Maintenance Program.** The existing Esri U.S. Software Standard Maintenance Program is deleted and replaced with the attached Esri Standard Maintenance Program

6) **Attachment G, Esri's Custom License and Technical Data Addendum (E600)** dated 8/22/2014 is hereby added to govern all services, and the G363 (Implementation Services Terms and Conditions) dated 1/09/07 is deleted in its entirety.

Except as may be specifically modified by this Amendment 7, all other terms and conditions of the MPA 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 this MPA. The parties hereto have executed this Amendment 7 to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

STATE OF IDAHO
(IDAHO)

Signature: _____

Printed Name: Gregory Lindstrom

Title: IT Purchasing Officer

Date: January 16, 2015

SBPO1295-09

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Esri)

Signature: _____

Printed Name: Chris Johnson

Title: Manager, Commercial & Government Contracts

Date: JAN 07 2015

Attachment A
State of Idaho
MPA Price List E417M - 3Q2014

Section	Description	Price
1	**ArcGIS for Desktop Software**	
1	**ArcGIS for Desktop Concurrent Use Licenses**	
	ArcGIS for Desktop Advanced Concurrent Use License	$8,910.00
	ArcGIS for Desktop Standard Concurrent Use License	$6,300.00
	ArcGIS for Desktop Basic Concurrent Use License	$3,150.00
1	**ArcGIS for Desktop Concurrent Use Licenses Maintenance**	
	Primary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License	$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License	$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	$1,500.00
	Secondary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	$1,200.00
	Primary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	$700.00
	Secondary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	$500.00
1	**ArcGIS for Desktop Extensions Concurrent Use Licenses**	
	ArcGIS Spatial Analyst for Desktop Concurrent Use License	$2,250.00
	ArcGIS 3D Analyst for Desktop Concurrent Use License	$2,250.00
	ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	$2,250.00
	ArcGIS Publisher for Desktop Concurrent Use License	$2,250.00
	ArcGIS Tracking Analyst for Desktop Concurrent Use License	$2,250.00
	ArcGIS Data Interoperability for Desktop Concurrent Use License	$2,250.00
	ArcGIS Network Analyst for Desktop Concurrent Use License	$2,250.00
	ArcGIS Schematics for Desktop Concurrent Use License	$2,250.00
	ArcGIS Workflow Manager for Desktop Concurrent Use License	$2,250.00
	ArcGIS Data Reviewer for Desktop Concurrent Use License	$2,250.00
1	**ArcGIS for Desktop Extensions Concurrent Use Licenses Maintenance**	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	$197.00
	Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	$197.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	$200.00
1	**ArcGIS for Desktop Single Use Licenses**	
	ArcGIS for Desktop Advanced Single Use License	$8,910.00
	ArcGIS for Desktop Standard Single Use License	$6,300.00

	ArcGIS for Desktop Basic Single Use Unkeyed License	$1,350.00
	ArcGIS for Desktop Basic Single Use Keyed License	$1,350.00
1	**ArcGIS for Desktop Single Use Licenses Maintenance**	
	Primary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	$1,500.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	$2,100.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	$1,800.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	$400.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	$300.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	$1,000.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	$900.00
1	**ArcGIS for Desktop Advanced Extensions Single Use Licenses**	
	ArcGIS 3D Analyst for Desktop Advanced Single Use License	$2,250.00
	ArcGIS Spatial Analyst for Desktop Advanced Single Use License	$2,250.00
	ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	$2,250.00
	ArcGIS Data Interoperability for Desktop Advanced Single Use License	$2,250.00
	ArcGIS Network Analyst for Desktop Advanced Single Use License	$2,250.00
	ArcGIS Schematics for Desktop Advanced Single Use License	$2,250.00
	ArcGIS Publisher for Desktop Advanced Single Use License	$2,250.00
	ArcGIS Workflow Manager for Desktop Advanced Single Use License	$2,250.00
	ArcGIS Tracking Analyst for Desktop Advanced Single Use License	$2,250.00
	ArcGIS Data Reviewer for Desktop Advanced Single Use License	$2,250.00
1	**ArcGIS for Desktop Extensions Single Use Licenses**	
	ArcGIS Spatial Analyst for Desktop Single Use License	$2,250.00
	ArcGIS 3D Analyst for Desktop Single Use License	$2,250.00
	ArcGIS Geostatistical Analyst for Desktop Single Use License	$2,250.00
	ArcGIS Publisher for Desktop Single Use License	$2,250.00
	ArcGIS Tracking Analyst for Desktop Single Use License	$2,250.00
	ArcGIS Data Interoperability for Desktop Single Use License	$2,250.00
	ArcGIS Network Analyst for Desktop Single Use License	$2,250.00
	ArcGIS Schematics for Desktop Single Use License	$2,250.00
	ArcGIS Workflow Manager for Desktop Single Use License	$2,250.00
	ArcGIS Data Reviewer for Desktop Single Use License	$2,250.00
1	**ArcGIS for Desktop Advanced Extensions Single Use Licenses Maintenance**	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	$500.00

	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	$200.00
1	**ArcGIS Upgrades**	
	ArcGIS for Desktop Basic Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	$1,800.00
1	**Upgrade from One ArcGIS Product to Another**	
	ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	$4,950.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	$4,950.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	$7,560.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	$7,560.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	$3,150.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	$5,760.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	$5,760.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	$2,610.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	$2,610.00
1	**Esri Roads and Highways**	
	Esri Roads and Highways for Desktop Concurrent Use License	$9,000.00
	Esri Roads and Highways for Desktop Single Use License	$9,000.00
	Annual Maintenance for Esri Roads and Highways for Desktop Concurrent Use License	$2,500.00
2	**Esri Mapping and Charting**	
	Esri Production Mapping Concurrent Use License	$9,000.00
	Esri Production Mapping Single Use License	$9,000.00
	Annual Maintenance for Esri Production Mapping Concurrent Use License	$2,500.00
	Annual Maintenance for Esri Production Mapping Single Use License	$2,500.00
	Esri Defense Mapping Concurrent Use License	$9,000.00
	Esri Defense Mapping Single Use License	$9,000.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	$2,500.00
	Annual Maintenance for Esri Defense Mapping Single Use License	$2,500.00
	ArcGIS for Aviation: Airports Concurrent Use License	$4,500.00
	ArcGIS for Aviation: Airports Single Use License	$4,500.00
	Annual Maintenance for ArcGIS for Aviation: Airports Concurrent Use License	$1,250.00
	Annual Maintenance for ArcGIS for Aviation: Airports Single Use License	$1,250.00
	ArcGIS for Aviation: Charting Concurrent Use License	$9,000.00
	ArcGIS for Aviation: Charting Single Use License	$9,000.00
	Annual Maintenance for ArcGIS for Aviation: Charting Concurrent Use License	$2,500.00
	Annual Maintenance for ArcGIS for Aviation: Charting Single Use License	$2,500.00
	ArcGIS for Maritime: Charting Concurrent Use License	$9,000.00
	ArcGIS for Maritime: Charting Single Use License	$9,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Concurrent Use License	$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Charting Single Use License	$2,500.00

	ArcGIS for Maritime: Bathymetry Concurrent Use License	$4,500.00
	ArcGIS for Maritime: Bathymetry Single Use License	$4,500.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Concurrent Use License	$1,250.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Single Use License	$1,250.00
2	**Esri Mapping and Charting Solutions Bundles**	
	Esri Defense Mapping Bundle Single Use License	$26,100.00
	Esri Defense Mapping Bundle Concurrent Use License	$26,100.00
	Annual Maintenance for Esri Defense Mapping Bundle Single Use License	$6,500.00
	Annual Maintenance for Esri Defense Mapping Bundle Concurrent Use License	$6,500.00
	ArcGIS for Aviation: Airports Bundle Single Use License	$9,450.00
	ArcGIS for Aviation: Airports Bundle Concurrent Use License	$9,450.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Single Use License	$2,750.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Concurrent Use License	$2,750.00
	ArcGIS for Aviation: Charting Bundle Single Use License	$18,450.00
	ArcGIS for Aviation: Charting Bundle Concurrent Use License	$18,450.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Single Use License	$6,500.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Concurrent Use License	$6,500.00
	ArcGIS for Maritime: Charting Bundle Single Use License	$16,830.00
	ArcGIS for Maritime: Charting Bundle Concurrent Use License	$16,830.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Single Use License	$6,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Concurrent Use License	$6,000.00
	ArcGIS for Maritime: Bathymetry Bundle Single Use License	$11,250.00
	ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	$11,250.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Single Use License	$3,350.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	$3,250.00
3	**Esri CityEngine**	
	Esri CityEngine Advanced Concurrent Use License	$3,600.00
	Esri CityEngine Advanced Single Use License	$3,600.00
	Esri CityEngine Basic Single Use License	$450.00
	Primary Maintenance for Esri CityEngine Advanced Concurrent Use License	$800.00
	Secondary Maintenance for Esri CityEngine Advanced Concurrent Use License	$675.00
	Primary Maintenance for Esri CityEngine Advanced Single Use License	$800.00
	Secondary Maintenance for Esri CityEngine Advanced Single Use License	$675.00
	Primary Maintenance for Esri CityEngine Basic Single Use License	$100.00
	Secondary Maintenance for Esri CityEngine Basic Single Use License	$85.00
3	**Esri CityEngine Product Upgrades**	
	Esri CityEngine Advanced Concurrent Use or Single Use License Upgrade from Basic Single Use License	$3,150.00
4	**Esri Developer Technology**	
4	**ArcGIS Engine Licenses**	
	ArcGIS Engine Single Use License	$450.00
	ArcGIS Engine Concurrent Use License	$1,125.00
	ArcGIS Engine Concurrent Use License Upgrade from ArcGIS Engine Single Use License	$725.00
	Annual Maintenance for ArcGIS Engine Single Use License (without extensions)	$100.00
	Annual Maintenance for ArcGIS Engine Single Use License (with one or more extensions)	$400.00
	Primary Maintenance for ArcGIS Engine Concurrent Use License	$250.00
	Secondary Maintenance for ArcGIS Engine Concurrent Use License	$185.00
4	**ArcGIS Engine Extensions Single Use Licenses**	
	ArcGIS 3D Analyst for Engine Single Use License	$900.00
	ArcGIS Spatial Analyst for Engine Single Use License	$900.00
	ArcGIS Geodatabase Update for Engine Single Use License	$900.00

	ArcGIS Network Analyst for Engine Single Use License	$900.00
	ArcGIS Schematics for Engine Single Use License	$900.00
	ArcGIS Tracking Analyst for Engine Single Use License	$900.00
	ArcGIS Data Interoperability for Engine Single Use License	$900.00
4	**ArcGIS Engine Extensions Concurrent Use Licenses**	
	ArcGIS 3D Analyst for Engine Concurrent Use License	$900.00
	ArcGIS Spatial Analyst for Engine Concurrent Use License	$900.00
	ArcGIS Geodatabase Update for Engine Concurrent Use License	$900.00
	ArcGIS Network Analyst for Engine Concurrent Use License	$900.00
	ArcGIS Schematics for Engine Concurrent Use License	$900.00
	ArcGIS Tracking Analyst for Engine Concurrent Use License	$900.00
	ArcGIS Data Interoperability for Engine Concurrent Use License	$900.00
4	**ArcGIS Engine Extensions Maintenance**	
	Primary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	$150.00
	Primary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	$150.00
	Primary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	$150.00
	Primary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	$150.00
	Primary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	$150.00
	Primary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	$150.00
	Primary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	$150.00
4	**ArcGIS Runtime**	
	ArcGIS Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	$4,836.00
	Annual Maintenance for ArcGIS Runtime Standard 25-Pack Single Use Deployment License	$1,000.00
4	**ArcGIS Extensions for ArcGIS Runtime**	
	ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	$9,672.00
	ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	$9,672.00
	ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	$9,672.00
	Annual Maintenance for ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License	$2,000.00
	Annual Maintenance for ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License	$2,000.00
	Annual Maintenance for ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License	$2,000.00
4	**Esri Developer Network (EDN)**	
4	**EDN Standard Annual Subscriptions**	
	EDN Standard Single Use Term License	$1,451.00
	EDN Standard with ArcGIS for Desktop Basic Single Use Term License	$1,934.00
	EDN Standard with ArcGIS for Desktop Standard Single Use Term License	$2,902.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use Term License	$3,869.00
4	**For Current EDN Subscribers**	
	EDN Standard Optional Add-on Software ArcGIS for Desktop Basic Single Use Term License	$484.00
	EDN Standard Optional Add-on Software ArcGIS for Desktop Standard Single Use Term License	$1,451.00
	EDN Standard Optional Add-on Software ArcGIS for Desktop Advanced Single Use Term License	$2,418.00

4	**EDN Software Upgrades**	
	EDN Standard with ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic License	$967.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	$1,934.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard License	$967.00
4	**EDN Other**	
	Technical Support (10 calls) for EDN	$2,000.00
	Instructor-Led Training (5 days) for EDN	$2,200.00
5	**ArcGIS for Server Enterprise**	
5	**ArcGIS for Server Enterprise Advanced**	
	ArcGIS for Server Enterprise Advanced (up to four cores)	$36,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores)	$10,000.00
	ArcGIS for Server Enterprise Advanced (additional cores)	$9,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores)	$2,500.00
5	**ArcGIS for Server Enterprise Standard**	
	ArcGIS for Server Enterprise Standard (up to four cores)	$18,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores)	$5,000.00
	ArcGIS for Server Enterprise Standard (additional cores)	$4,500.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores)	$1,250.00
5	**ArcGIS for Server Enterprise Basic**	
	ArcGIS for Server Enterprise Basic (up to four cores)	$9,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores)	$3,000.00
	ArcGIS for Server Enterprise Basic (additional cores)	$2,250.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores)	$750.00
5	**ArcGIS for Server Workgroup Advanced**	
	ArcGIS for Server Workgroup Advanced (up to two cores)	$9,000.00
	Annual Maintenance for ArcGIS for Server Workgroup Advanced (up to two cores)	$2,500.00
	ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	$4,500.00
	Annual Maintenance for ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	$1,250.00
5	**ArcGIS for Server Workgroup Standard**	
	ArcGIS for Server Workgroup Standard (up to two cores)	$4,500.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (up to two cores)	$1,250.00
	ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	$2,250.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	$625.00
5	**ArcGIS for Server Workgroup Basic**	
	ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	$4,500.00
	Annual Maintenance for ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	$1,250.00
5	**ArcGIS for Server Extensions Enterprise Advanced**	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	$9,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	$2,250.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	$9,000.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	$2,250.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	$9,000.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	$2,250.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores)	$9,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores)	$2,250.00

	Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	$9,000.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores)	$2,250.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores)	$9,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores)	$2,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	$625.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	$625.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	$625.00
	Annual Maintenance for Data Reviewer for Server Enterprise Advanced (up to four cores)	$2,500.00
	Annual Maintenance for Data Reviewer for Server Enterprise Advanced (additional cores)	$625.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	$2,500.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores)	$625.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores)	$625.00
5	**ArcGIS for Server Extensions Enterprise Standard**	
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	$9,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	$2,250.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	$9,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	$2,250.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	$9,000.00
	ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	$2,250.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	$9,000.00
	ArcGIS Image Extension for Server Enterprise Standard (additional cores)	$2,250.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	$9,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	$2,250.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores)	$9,000.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores)	$2,250.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores)	$9,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores)	$2,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	$625.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	$625.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	$625.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores)	$625.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	$2,500.00

	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	$625.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores)	$2,500.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores)	$625.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores)	$625.00
5	**ArcGIS for Server Extensions Workgroup Advanced**	
	ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	$4,500.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	$4,500.00
	ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	$4,500.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	$4,500.00
	Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	$4,500.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License	$4,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License	$1,250.00
5	**ArcGIS for Server Workgroup Extensions Standard**	
	ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	$4,500.00
	ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	$4,500.00
	ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	$4,500.00
	ArcGIS Image Extension for Server Workgroup Standard (maximum four cores) License	$4,500.00
	ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	$4,500.00
	Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	$4,500.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License	$4,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for Image Extension for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License	$1,250.00
5	**ArcGIS for Server Upgrades**	
5	**ArcGIS for Server Upgrades—Enterprise to Enterprise**	
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	$9,000.00

	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	$27,000.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	$18,000.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores)	$2,250.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	$6,750.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	$4,500.00
5	**ArcGIS for Server Upgrades—Workgroup to Workgroup**	
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Standard (up to four cores)	$4,500.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Advanced (up to four cores)	$13,500.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (up to two cores)	$4,500.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (additional cores)	$2,250.00
5	**ArcGIS for Server Upgrades—Workgroup to Enterprise**	
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Basic (up to four cores)	$4,500.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	$13,500.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	$31,500.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	$9,000.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	$27,000.00
	ArcGIS for Server Workgroup Advanced Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	$18,000.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	$13,500.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	$31,500.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	$9,000.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	$27,000.00
5	**ArcGIS for Server Enterprise Staging Server**	
5	**ArcGIS for Server Enterprise Advanced Staging Server**	
	ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	$19,344.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	$5,000.00
	ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	$4,836.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	$1,250.00
5	**ArcGIS for Server Enterprise Standard Staging Server**	
	ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	$9,672.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	$2,500.00
	ArcGIS for Server Enterprise Standard (additional cores) Staging Server	$2,418.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores) Staging Server	$625.00
5	**ArcGIS for Server Enterprise Basic Staging Server**	
	ArcGIS for Server Enterprise Basic (up to four cores) Staging Server	$4,836.00

	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores) Staging Server	$1,500.00
	ArcGIS for Server Enterprise Basic (additional cores) Staging Server	$1,209.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores) Staging Server	$375.00
5	**ArcGIS for Server Enterprise Extensions Staging Server**	
5	**ArcGIS for Server Enterprise Advanced Extensions Staging Server**	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server	$4,836.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server	$1,209.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server	$4,836.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server	$1,209.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server	$4,836.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server	$1,209.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server	$4,836.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server	$1,209.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	$4,836.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	$1,209.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) Staging Server	$4,836.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) Staging Server	$1,209.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server	$313.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) Staging Server	$313.00
5	**ArcGIS for Server Enterprise Standard Extensions Staging Server**	
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server	$4,836.00
	ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	$1,209.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	$4,836.00
	ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	$1,209.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	$4,836.00
	ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	$1,209.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	$4,836.00
	ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	$1,209.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	$4,836.00
	ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	$1,209.00

	Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	$4,836.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	$1,209.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) Staging Server	$4,836.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) Staging Server	$1,209.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	$313.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) Staging Server	$313.00
5	**ArcGIS for Server Staging Server Upgrades**	
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	$4,500.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	$13,500.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	$9,000.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores) Staging Server	$1,125.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	$3,375.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	$2,250.00
6	**ArcGIS for Server Term Licenses**	
6	**ArcGIS for Server Enterprise Term Licenses**	
	ArcGIS for Server Enterprise Advanced (up to four cores) 30-Day Term License	$4,700.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 90-Day Term License	$12,000.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 365-Day Term License	$24,000.00
	ArcGIS for Server Enterprise Standard (up to four cores) 30-Day Term License	$2,300.00
	ArcGIS for Server Enterprise Standard (up to four cores) 90-Day Term License	$6,000.00
	ArcGIS for Server Enterprise Standard (up to four cores) 365-Day Term License	$12,000.00

	ArcGIS for Server Enterprise Basic (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS for Server Enterprise Basic (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS for Server Enterprise Basic (up to four cores) 365-Day Term License	$6,000.00
6	**ArcGIS for Server Workgroup Term Licenses**	
	ArcGIS for Server Workgroup Advanced (up to four cores) 30-Day Term License	$2,300.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 90-Day Term License	$6,000.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 365-Day Term License	$12,000.00
	ArcGIS for Server Workgroup Standard (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS for Server Workgroup Standard (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS for Server Workgroup Standard (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 30-Day Term License	$600.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 90-Day Term License	$1,500.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 365-Day Term License	$3,000.00
6	**ArcGIS for Server Enterprise Extensions Term Licenses**	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 365-Day Term License	$6,000.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 30-Day Term License	$1,200.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 90-Day Term License	$3,000.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 90-Day Term License	$3,000.00

	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 365-Day Term License	$6,000.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 30-Day Term License	$1,200.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 90-Day Term License	$3,000.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 365-Day Term License	$6,000.00
6	**ArcGIS for Server Workgroup Extensions Term Licenses**	
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 30-Day Term License	$600.00
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 90-Day Term License	$1,500.00
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 365-Day Term License	$3,000.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	$600.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	$1,500.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	$3,000.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 30-Day Term License	$600.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 90-Day Term License	$1,500.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 365-Day Term License	$3,000.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 30-Day Term License	$600.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 90-Day Term License	$1,500.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 365-Day Term License	$3,000.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 30-Day Term License	$600.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 90-Day Term License	$1,500.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 365-Day Term License	$3,000.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	$600.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	$1,500.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	$3,000.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 30-Day Term License	$600.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 90-Day Term License	$1,500.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 365-Day Term License	$3,000.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 30-Day Term License	$600.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 90-Day Term License	$1,500.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 365-Day Term License	$3,000.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 30-Day Term License	$600.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 90-Day Term License	$1,500.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 365-Day Term License	$3,000.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 30-Day Term License	$600.00

	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 90-Day Term License	$1,500.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 365-Day Term License	$3,000.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 30-Day Term License	$600.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 90-Day Term License	$1,500.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 365-Day Term License	$3,000.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 30-Day Term License	$600.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 90-Day Term License	$1,500.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 365-Day Term License	$3,000.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 30-Day Term License	$600.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 90-Day Term License	$1,500.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 365-Day Term License	$3,000.00
6	**ArcGIS for Server Enterprise with Virtual Cloud Infrastructure**	
6	**ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—365-Day Term Licenses**	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	$40,000.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	$30,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—365-Day Term License	$25,000.00
6	**ArcGIS for Server Enterprise Extensions with Virtual Cloud Infrastructure—365-Day Term Licenses**	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	$6,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	$6,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	$6,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	$6,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	$6,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	$6,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	$6,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	$6,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	$6,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	$6,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	$6,000.00
6	**ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—90-Day Term Licenses**	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	$12,500.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	$10,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—90-Day Term License	$8,500.00
6	**ArcGIS for Server Enterprise Extensions with Cloud Infrastructure—90-Day Term Licenses**	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	$3,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	$3,000.00

	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	$3,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	$3,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	$3,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	$3,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	$3,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	$3,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	$3,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	$3,000.00
6	**ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—30-Day Term Licenses**	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	$5,000.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	$4,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—30-Day Term License	$3,000.00
6	**ArcGIS for Server Enterprise Extensions with Virtual Cloud Infrastructure—30-Day Term Licenses**	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	$1,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	$1,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	$1,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	$1,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	$1,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	$1,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	$1,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	$1,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	$1,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	$1,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	$1,000.00
8	**Location Analytics**	
8	**Esri Business Analyst for Desktop—Single Use Licenses**	
	Esri Business Analyst Basic for Desktop National Single Use License	$16,646.00
	Esri Business Analyst Basic for Desktop Regional Single Use License	$12,146.00
	Esri Business Analyst Basic for Desktop State Single Use License	$7,646.00
8	**Esri Business Analyst for Desktop—Concurrent Use Licenses**	
	Esri Business Analyst Basic for Desktop National Concurrent Use License	$16,646.00
	Esri Business Analyst Basic for Desktop Regional Concurrent Use License	$12,146.00

	Esri Business Analyst Basic for Desktop State Concurrent Use License	$7,646.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop National License	$14,795.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Regional License	$10,795.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop State License	$6,795.00
8	**Esri Business Analyst Standard for Desktop—Concurrent Use Licenses**	
	Esri Business Analyst Standard for Desktop National Concurrent Use License	$36,896.00
	Esri Business Analyst Standard for Desktop Regional Concurrent Use License	$26,541.00
	Esri Business Analyst Standard for Desktop State Concurrent Use License	$16,565.00
8	**Esri Business Analyst Standard for Desktop—Single Use Licenses**	
	Esri Business Analyst Standard for Desktop National Single Use License	$36,896.00
	Esri Business Analyst Standard for Desktop Regional Single Use License	$26,541.00
	Esri Business Analyst Standard for Desktop State Single Use License	$16,565.00
8	**Annual Maintenance for Esri Business Analyst Standard for Desktop—Concurrent Use and Single Use Licenses**	
	Annual Maintenance for Esri Business Analyst Standard for Desktop National License	$32,795.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop Regional License	$23,590.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop State License	$14,720.00
8	**Esri Business Analyst for Desktop Canadian Edition**	
	Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National Single Use License	$29,565.00
	Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National Concurrent Use License	$29,565.00
	Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National Single Use License	$44,955.00
	Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National Concurrent Use License	$44,955.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National License	$26,280.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National License	$39,960.00
8	**Esri Business Analyst for Server**	
8	**Esri Business Analyst for Server Enterprise Advanced**	
	Esri Business Analyst for Server Enterprise Advanced (up to four cores)	$135,000.00
	Esri Business Analyst for Server Enterprise Advanced (additional cores)	$33,750.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (up to four cores)	$100,000.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (additional cores)	$25,000.00
8	**Esri Business Analyst for Server Workgroup Advanced**	
	Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	$67,500.00
	Annual Maintenance for Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	$50,000.00
8	**Esri Business Analyst for Server—Staging Server**	
	Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	$36,270.00
	Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	$9,068.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	$25,000.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	$6,250.00
9	**ArcGIS for Transportation Analytics**	
9	**ArcGIS for Transportation Analytics with North America Datasets (includes Mexico)**	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	$75,442.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	$92,851.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	$214,718.00

	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	$412,027.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	$800,842.00
9	**ArcGIS for Transportation Analytics with United States and Canada Datasets**	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	$62,868.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	$77,376.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	$178,932.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	$343,356.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	$667,368.00
9	**ArcGIS for Transportation Analytics with Europe Datasets (all countries)**	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	$165,391.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	$203,112.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	$471,510.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	$899,496.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	$1,760,304.00
9	**ArcGIS for Transportation Analytics with Europe Datasets (up to two countries)**	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	$110,261.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	$135,408.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	$314,340.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	$599,664.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	$1,170,312.00
9	**ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses**	
9	**ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—North America (includes Mexico)**	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	$7,544.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	$4,643.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	$4,304.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	$4,111.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	$4,014.00
9	**ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—United States and Canada**	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	$6,287.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	$3,869.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	$3,579.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	$3,434.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	$3,337.00
9	**ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—Europe (all countries)**	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	$16,539.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	$10,156.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	$9,430.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	$8,995.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	$8,802.00
9	**ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—Europe (two countries)**	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	$11,026.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	$6,770.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	$6,287.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	$5,997.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	$5,852.00
9	**ArcGIS for Transportation Analytics with Real-Time Traffic Add-on**	
9	**ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—North America (includes Mexico)**	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	$1,838.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	$1,741.00

	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	$1,548.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	$1,402.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	$1,209.00
9	**ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—United States and Canada**	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	$1,548.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	$1,451.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	$1,306.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	$1,161.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	$1,016.00
9	**ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—Europe (all countries)**	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	$3,288.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	$2,031.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	$1,886.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	$1,789.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	$1,741.00
9	**ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—Europe (two countries)**	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	$2,225.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	$1,354.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	$1,257.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	$1,209.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	$1,161.00
11	**Esri Address Coder**	
	Esri Address Coder Standard National (per user license)	$8,100.00
	Esri Address Coder Standard Regional (per user license)	$5,850.00
	Esri Address Coder Standard State (per user license)	$3,240.00
	Annual Maintenance for Esri Address Coder Standard National (per user license)	$7,200.00
	Annual Maintenance for Esri Address Coder Standard Regional (per user license)	$5,200.00
	Annual Maintenance for Esri Address Coder Standard State (per user license)	$2,880.00
	Esri Address Coder Premium National (per user license)	$13,500.00
	Esri Address Coder Premium Regional (per user license)	$9,450.00
	Esri Address Coder Premium State (per user license)	$5,400.00
	Annual Maintenance for Esri Address Coder Premium National (per user license)	$12,000.00
	Annual Maintenance for Esri Address Coder Premium Regional (per user license)	$8,400.00
	Annual Maintenance for Esri Address Coder Premium State (per user license)	$4,800.00
13	**Mobile GIS**	
13	**ArcPad**	
	ArcPad Single Use License	$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data	$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data	$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data	$630.00
	Annual Maintenance for ArcPad Single Use License	$250.00
	ArcPad Single Use License Upgrade	$242.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data Upgrade	$242.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data Upgrade	$242.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data Upgrade	$242.00
13	**ArcGIS for Windows Mobile**	

	ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	$1,350.00
	Annual Maintenance for ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	$300.00
	ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	$13,500.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	$3,000.00
	ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	$1,350.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	$300.00
	ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	$1,350.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	$300.00
13	**StreetMap for ArcGIS for Windows Mobile**	
13	**StreetMap for ArcGIS for Windows Mobile 5-Pack Bundles**	
	StreetMap for ArcGIS for Windows Mobile for Desktop NAVTEQ North America Street Data 5-Pack Single Use Term License	$400.00
	StreetMap for ArcGIS for Windows Mobile for Desktop NAVTEQ Europe Street Data 5-Pack Single Use Term License	$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ North America Street Data 5-Pack Term License	$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ Europe Street Data 5-Pack Term License	$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ North America Street Data 5-Pack Term License	$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ Europe Street Data 5-Pack Term License	$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ North America Street Data 5-Pack Term License	$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ Europe Street Data 5-Pack Term License	$600.00
13	**StreetMap for ArcGIS for Windows Mobile 50-Pack Bundles**	
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ North America Street Data 50-Pack Term License	$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ Europe Street Data 50-Pack Term License	$5,700.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ North America Street Data 50-Pack Term License	$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ Europe Street Data 50-Pack Term License	$5,700.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ North America Street Data 50-Pack Term License	$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ Europe Street Data 50-Pack Term License	$3,800.00
16	**Instructor-Led Training (ILT)**	
	ILT—per Student, per Day at Esri Learning Centers in the United States	$505.00
	Instructor-Led Online (ILO) Classroom Training—per Student, per Day	$505.00
	Additional Student—Client Site Private Class per Student, per Day	$340.00
	Additional Student—Esri Site Private Class per Student, per Day	$340.00
	Half-Day ILO Training Workshop—per Student, per Seat	$175.00
	Half-Day ILO Private Training Workshop—20 Students	$2,625.00

	Full-Day ILO Training Workshop—per Student, per Seat	$350.00
	Full-Day ILO Private Training Workshop—up to 20 Students	$5,250.00
	Private Classes—Esri Site per Class, per Day (12 students) in Locations in the United States	$4,545.00
	Private Classes—Client Site per Class, per Day (12 students) in Locations in the United States	$4,545.00
	Client Coaching Services—Client Site	$4,120.00
	Client Coaching Services—Esri Site	$4,120.00
	Technical Certification Exam Voucher	$218.00
16	**Virtual Campus**	
16	**Individual Courses**	
	Esri Virtual Campus Training Course Pricing (1 paid module)—per Seat	$32.00
	Esri Virtual Campus Training Course Pricing (2 paid modules)—per Seat	$64.00
	Esri Virtual Campus Training Course Pricing (3 paid modules)—per Seat	$96.00
	Esri Virtual Campus Training Course Pricing (4 paid modules)—per Seat	$128.00
	Esri Virtual Campus Training Course Pricing (5 paid modules)—per Seat	$160.00
	Esri Virtual Campus Training Course Pricing (6 paid modules)—per Seat	$192.00
	Esri Virtual Campus Training Course Pricing (7 paid modules)—per Seat	$224.00
	Esri Virtual Campus Training Course Pricing (8 paid modules)—per Seat	$256.00
	Esri Virtual Campus Training Course Pricing (9 paid modules)—per Seat	$288.00
16	**Esri Virtual Campus Annual User License Pricing**	
	Premium Annual User License (2,500 Virtual Campus dollar value)	$2,250.00
	Premium Annual User License (5,000 Virtual Campus dollar value)	$4,250.00
	Premium Annual User License (7,500 Virtual Campus dollar value)	$6,000.00
	Premium Annual User License (10,000 Virtual Campus dollar value)	$7,000.00
	Premium Annual User License (25,000 Virtual Campus dollar value)	$16,250.00
	Premium One-Year Extension Annual User License	$660.00
16	**Esri Training Pass**	
	Esri Training Pass—per Day, 50 Days or Greater/per Year—Multiple-Year Term	$480.00
	Esri Training Pass—per Day, 50 Days or Greater/per Year—One-Year Term	$480.00
	Esri Training Pass—per Day, up to 49 Days/per Year—Multiple-Year Term	$505.00
	Esri Training Pass—per Day, up to 49 Days/per Year—One-Year Term	$505.00
	Esri Training Pass—One-Year Extension, up to 49 Days	$500.00
	Esri Training Pass—One-Year Extension, 50 Days or More	$1,500.00
17	**Online GIS**	
17	**ArcGIS Online for Organizations Plans**	
	ArcGIS Online Level 1 Plan—Includes up to 5 Named Users and 2,500 Credits	$2,500.00
	ArcGIS Online Additional User 5-Pack for Level 1 Plan	$2,500.00
	ArcGIS Online Level 2 Plan—Includes up to 50 Named Users and 10,000 Credits	$10,000.00
	ArcGIS Online Additional User 5-Pack for Level 2 Plan	$1,000.00
	ArcGIS Online Level 3 Plan—Includes up to 100 Named Users and 17,500 Credits	$17,500.00
	ArcGIS Online Additional User 5-Pack for Level 3 Plan	$875.00
	ArcGIS Online Level 4 Plan—Includes up to 250 Named Users and 37,500 Credits	$37,500.00
	ArcGIS Online Additional User 5-Pack for Level 4 Plan	$750.00
	ArcGIS Online Level 5 Plan—Includes up to 500 Named Users and 62,500 Credits	$62,500.00
	ArcGIS Online Additional User 5-Pack for Level 5 Plan	$625.00
	ArcGIS Online Level 6 Plan—Includes up to 1,000 Named Users and 110,000 Credits	$110,000.00
	ArcGIS Online Additional User 5-Pack for Level 6 Plan	$550.00
	ArcGIS Online Additional Service Credits—Block of 1,000	$100.00
17	**Esri Business Analyst Online Organization Plans for Use with ArcGIS Online**	
	Esri Business Analyst Online (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	$500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	$500.00

	Esri Business Analyst Online (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	$2,000.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	$200.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	$3,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	$175.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	$7,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	$150.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	$12,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	$125.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	$22,000.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	$110.00
17	**Esri Community Analyst Organization Plans for Use with ArcGIS Online**	
	Esri Community Analyst (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	$500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	$500.00
	Esri Community Analyst (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	$2,000.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	$200.00
	Esri Community Analyst (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	$3,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	$175.00
	Esri Community Analyst (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	$7,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	$150.00
	Esri Community Analyst (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	$12,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	$125.00
	Esri Community Analyst (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	$22,000.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	$110.00
17	**Esri Redistricting Online**	
	Esri Redistricting Online—12 Months	$4,500.00
	Esri Redistricting Online—24 Months	$8,325.00
	Esri Redistricting Online—36 Months	$11,475.00
18	**Portal for ArcGIS**	
	Portal for ArcGIS—Includes up to 50 Named User Licenses	$38,688.00
	Portal for ArcGIS—Includes up to 100 Named User Licenses	$67,704.00
	Portal for ArcGIS—Includes up to 250 Named User Licenses	$145,080.00
	Portal for ArcGIS—Includes up to 500 Named User Licenses	$241,800.00
	Portal for ArcGIS—Includes up to 1,000 Named User Licenses	$425,568.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 50 Named User Licenses	$10,000.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 100 Named User Licenses	$17,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 250 Named User Licenses	$37,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 500 Named User Licenses	$62,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 1,000 Named User Licenses	$110,000.00
18	**Portal for ArcGIS Additional User 5-Pack**	
	Portal for ArcGIS Additional User 5-Pack for up to 50 Named User Licenses	$3,869.00
	Portal for ArcGIS Additional User 5-Pack for up to 100 Named User Licenses	$3,500.00
	Portal for ArcGIS Additional User 5-Pack for up to 250 Named User Licenses	$2,902.00
	Portal for ArcGIS Additional User 5-Pack for up to 500 Named User Licenses	$2,418.00

	Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named User Licenses	$2,128.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 50 Named User Licenses	$1,000.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 100 Named User Licenses	$875.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 250 Named User Licenses	$750.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 500 Named User Licenses	$625.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named User Licenses	$550.00
18	**Portal for ArcGIS Term Licensing**	
	Portal for ArcGIS—Includes up to 50 Named Users Annual Term License	$10,000.00
	Portal for ArcGIS—Includes up to 100 Named Users Annual Term License	$17,500.00
	Portal for ArcGIS—Includes up to 250 Named Users Annual Term License	$37,500.00
	Portal for ArcGIS—Includes up to 500 Named Users Annual Term License	$62,500.00
	Portal for ArcGIS—Includes up to 1,000 Named Users Annual Term License	$110,000.00
18	**Portal for ArcGIS Additional User 5-Pack Term Licensing**	
	Portal for ArcGIS Additional User 5-Pack for up to 50 Named Users Annual Term License	$1,000.00
	Portal for ArcGIS Additional User 5-Pack for up to 100 Named Users Annual Term License	$875.00
	Portal for ArcGIS Additional User 5-Pack for up to 250 Named Users Annual Term License	$750.00
	Portal for ArcGIS Additional User 5-Pack for up to 500 Named Users Annual Term License	$625.00
	Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named Users Annual Term License	$550.00
19	**Premium Support Services**	
	Premium Support Annual Use—Unlimited Incidents	$35,000.00
	Premium Support Additional Authorized Contact—Unlimited Incidents	$10,000.00
19	**WebGIS Launch Kits**	
	WebGIS Launch Kit for ArcGIS Online (3 days)	$8,500.00
	WebGIS Launch Kit for Portal for ArcGIS - Standard (4 days)	$14,500.00
	WebGIS Launch Kit for Portal for ArcGIS - Advanced (5 days)	$19,500.00
19	**Workshop Packages**	
	Esri Production Mapping Workshop (3 days)	$11,900.00
	Esri Defense Mapping Workshop (3 days)	$11,900.00
	ArcGIS for Maritime: Charting Workshop (5 days)	$17,300.00
	ArcGIS for Aviation Workshop (3 days)	$11,900.00
	ArcGIS Data Reviewer Workshop (3 days)	$11,900.00
	ArcGIS Workflow Manager Workshop (3 days)	$11,900.00
19	**Jumpstart Packages**	
	ArcGIS for Server Jumpstart 3-Day Option (up to 2 servers)	$8,500.00
	ArcGIS for Server Jumpstart 4-Day Option (up to 4 servers)	$10,700.00
	ArcGIS for Server Geoportal Extension Jumpstart (3-day option)	$11,900.00
	ArcGIS for Server Geoportal Extension Jumpstart (5-day option)	$17,300.00
	Esri Geoportal Server Jumpstart (3-day option)	$11,900.00
	Esri Geoportal Server Jumpstart (5-day option)	$17,300.00
	Esri Production Mapping Jumpstart (5 days)	$17,300.00
	Esri Defense Mapping Jumpstart (5 days)	$17,300.00
	ArcGIS for Maritime: Charting Jumpstart (10 days)	$30,800.00
	ArcGIS for Aviation Jumpstart (5 days)	$17,300.00
	ArcGIS Data Reviewer Jumpstart (5 days)	$17,300.00
	ArcGIS Workflow Manager Jumpstart (5 days)	$17,300.00
	Tracking Server Jumpstart (5 days)	$22,755.00

	ArcGIS Image Extension for Server Jumpstart (3 days)	$11,900.00
	Data Appliance for ArcGIS Jumpstart (3 days)	$11,900.00
	Data Appliance for ArcGIS and ArcGIS for Server Bundle Jumpstart (5 days)	$17,300.00
19	**Services Packages**	
	Enterprise GIS Health Check (3 days)	$11,900.00
	Remote Developer Support (20 hours)	$4,900.00
	Remote Support for ArcGIS Server Geoportal Extension (20 hours)	$4,900.00
	Remote Support for Esri Geoportal Server (20 hours)	$4,900.00
19	**Esri Enterprise Advantage Program**	
	Esri Enterprise Advantage Program (EEAP)	$75,000.00
	Additional EEAP Technical Advisor Services	$21,000.00
	Additional EEAP 100 Learning and Service Credits	$47,000.00
	Additional EEAP 50 Learning and Service Credits	$23,500.00
20	**StreetMap Premium for ArcGIS North America NAVTEQ Data**	
20	**StreetMap Premium for ArcGIS NAVTEQ Data—United States**	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	$6,000.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$15,000.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	$75,000.00
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$30,000.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$3,000.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$7,500.00
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$37,500.00
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$15,000.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—North America (United States, Canada, and Mexico)**	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)	$12,000.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$30,000.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	$150,000.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$60,000.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$6,000.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$15,000.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$75,000.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$30,000.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—State**	
	State—Full Use (per single use ArcGIS for Desktop user/per year)	$2,000.00
	State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$5,000.00
	State—Full Use (per ArcGIS for Server Enterprise/per year)	$25,000.00
	State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$10,000.00
	State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,000.00
	State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$2,500.00
	State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$12,500.00
	State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$5,000.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Canada**	
	Canada—Full Use (per single use ArcGIS for Desktop user/per year)	$4,800.00
	Canada—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$12,000.00
	Canada—Full Use (per ArcGIS for Server Enterprise/per year)	$60,000.00
	Canada—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$24,000.00
	Canada—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$2,400.00
	Canada—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$6,000.00
	Canada—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$30,000.00

	Canada—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$12,000.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Province**	
	Province—Full Use (per single use ArcGIS for Desktop user/per year)	$2,000.00
	Province—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$5,000.00
	Province—Full Use (per ArcGIS for Server Enterprise/per year)	$25,000.00
	Province—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$10,000.00
	Province—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,000.00
	Province—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$2,500.00
	Province—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$12,500.00
	Province—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$5,000.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Europe**	
	Europe—Full Use (per single use ArcGIS for Desktop user/per year)	$12,600.00
	Europe—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$31,500.00
	Europe—Full Use (per ArcGIS for Server Enterprise/per year)	$157,500.00
	Europe—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$63,000.00
	Europe—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$6,300.00
	Europe—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$15,750.00
	Europe—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$78,750.00
	Europe—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$31,500.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Small Country in Europe**	
	Small Country—Full Use (per single use ArcGIS for Desktop user/per year)	$2,700.00
	Small Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$6,750.00
	Small Country—Full Use (per ArcGIS for Server Enterprise/per year)	$33,750.00
	Small Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$13,500.00
	Small Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,350.00
	Small Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$3,375.00
	Small Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$16,875.00
	Small Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$6,750.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Large Country in Europe**	
	Large Country—Full Use (per single use ArcGIS for Desktop user/per year)	$4,500.00
	Large Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$11,250.00
	Large Country—Full Use (per ArcGIS for Server Enterprise/per year)	$56,250.00
	Large Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$22,500.00
	Large Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$2,250.00
	Large Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$5,625.00
	Large Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$28,125.00
	Large Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$11,250.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Latin America**	
	Latin America All—Full Use (per single use ArcGIS for Desktop user/per year)	$9,300.00
	Latin America All—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$23,250.00
	Latin America All—Full Use (per ArcGIS for Server Enterprise/per year)	$116,250.00
	Latin America All—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$46,500.00
	Latin America All—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$4,650.00
	Latin America All—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$11,625.00
	Latin America All—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$58,125.00
	Latin America All—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$23,250.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Small Country in Latin America**	
	Small Country—Full Use (per single use ArcGIS for Desktop user/per year)	$2,200.00

	Small Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$5,500.00
	Small Country—Full Use (per ArcGIS for Server Enterprise/per year)	$27,500.00
	Small Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$11,000.00
	Small Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,100.00
	Small Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$2,750.00
	Small Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$13,750.00
	Small Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$5,500.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Medium Country in Latin America**	
	Medium Country—Full Use (per single use ArcGIS for Desktop user/per year)	$2,900.00
	Medium Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$7,250.00
	Medium Country—Full Use (per ArcGIS for Server Enterprise/per year)	$36,250.00
	Medium Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$14,500.00
	Medium Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,450.00
	Medium Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$3,625.00
	Medium Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$18,125.00
	Medium Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$7,250.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Large Country in Latin America**	
	Large Country—Full Use (per single use ArcGIS for Desktop user/per year)	$4,300.00
	Large Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$10,750.00
	Large Country—Full Use (per ArcGIS for Server Enterprise/per year)	$53,750.00
	Large Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$21,500.00
	Large Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$2,150.00
	Large Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$5,375.00
	Large Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$26,875.00
	Large Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$10,750.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Australia and New Zealand**	
	Australia and New Zealand—Full Use (per single use ArcGIS for Desktop user/per year)	$3,600.00
	Australia and New Zealand—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$9,000.00
	Australia and New Zealand—Full Use (per ArcGIS for Server Enterprise/per year)	$45,000.00
	Australia and New Zealand—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$18,000.00
	Australia and New Zealand—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,800.00
	Australia and New Zealand—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$4,500.00
	Australia and New Zealand—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$22,500.00
	Australia and New Zealand—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$9,000.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—New Zealand**	
	New Zealand—Full Use (per single use ArcGIS for Desktop user/per year)	$2,200.00
	New Zealand—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$5,500.00
	New Zealand—Full Use (per ArcGIS for Server Enterprise/per year)	$27,500.00
	New Zealand—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$11,000.00
	New Zealand—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,100.00
	New Zealand—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$2,750.00
	New Zealand—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$13,750.00
	New Zealand—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$5,500.00
20	**StreetMap Premium for ArcGIS TomTom Data—North America**	
20	**StreetMap Premium for ArcGIS TomTom Data—United States**	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	$6,000.00

	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$15,000.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	$75,000.00
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$30,000.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$3,000.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$7,500.00
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$37,500.00
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$15,000.00
20	**StreetMap Premium for ArcGIS TomTom Data—Small State in the United States**	
	Small State—Full Use (per single use ArcGIS for Desktop user/per year)	$900.00
	Small State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$2,250.00
	Small State—Full Use (per ArcGIS for Server Enterprise/per year)	$11,250.00
	Small State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$4,500.00
	Small State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$500.00
	Small State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$1,125.00
	Small State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$5,625.00
	Small State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$2,250.00
20	**StreetMap Premium for ArcGIS TomTom Data—Medium State in the United States**	
	Medium State—Full Use (per single use ArcGIS for Desktop user/per year)	$1,200.00
	Medium State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$3,000.00
	Medium State—Full Use (per ArcGIS for Server Enterprise/per year)	$15,000.00
	Medium State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$6,000.00
	Medium State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$600.00
	Medium State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$1,500.00
	Medium State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$7,500.00
	Medium State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$3,000.00
20	**StreetMap Premium for ArcGIS TomTom Data—Large State in the United States**	
	Large State—Full Use (per single use ArcGIS for Desktop user/per year)	$1,800.00
	Large State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$4,500.00
	Large State—Full Use (per ArcGIS for Server Enterprise/per year)	$22,500.00
	Large State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$9,000.00
	Large State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$900.00
	Large State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$2,250.00
	Large State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$11,250.00
	Large State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$4,500.00
20	**StreetMap Premium for ArcGIS TomTom Data—North America**	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)	$12,000.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$30,000.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	$150,000.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$60,000.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$6,000.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$15,000.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$75,000.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$30,000.00
20	**StreetMap Premium for ArcGIS TomTom Data—Canada**	
	Canada—Full Use (per single use ArcGIS for Desktop user/per year)	$3,000.00
	Canada—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$7,500.00
	Canada—Full Use (per ArcGIS for Server Enterprise/per year)	$37,500.00
	Canada—Full Use Types (per additional 2 cores ArcGIS for Server Enterprise/per year)	$15,000.00
	Canada—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,500.00

	Canada—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$3,750.00
	Canada—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$18,750.00
	Canada—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$7,500.00
20	**StreetMap Premium for ArcGIS TomTom Data—Small Province in Canada**	
	Small Province—Full Use (per single use ArcGIS for Desktop user/per year)	$900.00
	Small Province—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$2,250.00
	Small Province—Full Use (per ArcGIS for Server Enterprise/per year)	$11,250.00
	Small Province—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$4,500.00
	Small Province—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$500.00
	Small Province—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$1,125.00
	Small Province—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$5,625.00
	Small Province—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$2,250.00
20	**StreetMap Premium for ArcGIS TomTom Data—Medium Province in Canada**	
	Medium Province—Full Use (per single use ArcGIS for Desktop user/per year)	$1,200.00
	Medium Province—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$3,000.00
	Medium Province—Full Use (per ArcGIS for Server Enterprise/per year)	$15,000.00
	Medium Province—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$6,000.00
	Medium Province—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$600.00
	Medium Province—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$1,500.00
	Medium Province—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$7,500.00
	Medium Province—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$3,000.00
20	**StreetMap Premium for ArcGIS TomTom Data—Large Province in Canada**	
	Large Province—Full Use (per single use ArcGIS for Desktop user/per year)	$1,800.00
	Large Province—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$4,500.00
	Large Province—Full Use (per ArcGIS for Server Enterprise/per year)	$22,500.00
	Large Province—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$9,000.00
	Large Province—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$900.00
	Large Province—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$2,250.00
	Large Province—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$11,250.00
	Large Province—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$4,500.00
20	**StreetMap Premium for ArcGIS TomTom Data—Europe**	
	Europe—Full Use (per single use ArcGIS for Desktop user/per year)	$11,600.00
	Europe—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$29,000.00
	Europe—Full Use (per ArcGIS for Server Enterprise/per year)	$145,250.00
	Europe—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$58,000.00
	Europe—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$5,800.00
	Europe—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$14,500.00
	Europe—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$72,625.00
	Europe—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$29,000.00
20	**StreetMap Premium for ArcGIS TomTom Data—Small Country in Europe**	
	Small Country—Full Use (per single use ArcGIS for Desktop user/per year)	$1,400.00
	Small Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$3,500.00
	Small Country—Full Use (per ArcGIS for Server Enterprise/per year)	$17,500.00
	Small Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$7,000.00
	Small Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$700.00
	Small Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$1,750.00
	Small Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$8,750.00

	Small Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$3,500.00
20	**StreetMap Premium for ArcGIS TomTom Data—Medium Country in Europe**	
	Medium Country—Full Use (per single use ArcGIS for Desktop user/per year)	$2,800.00
	Medium Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$7,000.00
	Medium Country—Full Use (per ArcGIS for Server Enterprise/per year)	$35,000.00
	Medium Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$14,000.00
	Medium Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,400.00
	Medium Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$3,500.00
	Medium Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$17,500.00
	Medium Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$7,000.00
20	**StreetMap Premium for ArcGIS TomTom Data—Large Country in Europe**	
	Large Country—Full Use (per single use ArcGIS for Desktop user/per year)	$4,200.00
	Large Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$10,500.00
	Large Country—Full Use (per ArcGIS for Server Enterprise/per year)	$52,500.00
	Large Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$21,000.00
	Large Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$2,100.00
	Large Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$5,250.00
	Large Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$26,250.00
	Large Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$10,500.00
20	**StreetMap Premium for ArcGIS Japan—iPC**	
	Japan—Full Use (per single use ArcGIS for Desktop user/per year)	$5,000.00
	Japan—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$12,500.00
	Japan—Full Use (per ArcGIS for Server Enterprise/per year)	$62,500.00
	Japan—Full Use Types (per additional 2 cores ArcGIS for Server Enterprise/per year)	$25,000.00
	Japan—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$2,500.00
	Japan—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$6,250.00
	Japan—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$31,250.00
	Japan—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$12,500.00

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ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the Licensee's existing License Agreement ("License Agreement"), which is incorporated by reference. This Addendum 1 takes precedence over conflicting General License Terms and Conditions of the License Agreement.

SECTION 1—DEFINITIONS

Software may be offered under the following license types as set forth in the applicable sales quotation, purchase order, or other document identifying the Products that Licensee orders:

1. "Concurrent Use License" means a license to install and use the Product on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
2. "Deployment Server License" means a full use license that authorizes Licensee to install and use the Software for all uses permitted in the License Agreement and as described in the Documentation.
3. "Development Server License" means a license that authorizes Licensee to install and use the Software to build and test Value-Added Applications as described in the Documentation.
4. "Esri Client Software" means ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.
5. "Esri Content Package" means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online Basemap Services.
6. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Product on a single computer for use by that end user on the computer on which the Product is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
7. "Staging Server License" means a license that authorizes Licensee to install and use the Software for the following purposes: building and testing Value-Added Applications and map caches; conducting user acceptance testing, performance testing, and load testing of other third-party software; staging new commercial data updates; and training activities as described in the Documentation. Value-Added Applications and map caches can be used with Development and Deployment Servers.
8. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.
9. "Perpetual License" means a license to use a version of the Product, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

The following table is a list of Esri Products that have specific Terms of Use in addition to the general Terms of Use as set forth in the General License Terms and Conditions of the License Agreement. Additional Terms of Use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the Additional Terms of Use referenced may be found in a separate Addendum, as noted):

Desktop Products

- ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6)
- ArcGIS Explorer Desktop (20; Addendum 2, Note 1)
- ArcGIS for AutoCAD (20)
- ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2)
- ArcReader (20; Addendum 2, Note 1)
- Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4)
- Esri Maps for IBM Cognos, MicroStrategy, Microsoft Dynamics CRM, Office, SharePoint, Salesforce, or SAP BusinessObjects (2; Addendum 2, Note 1)
- ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1)
- ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (Addendum 2, Note 1)

Server Products

- ArcGIS for Server
  - Workgroup (28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)
  - Enterprise (31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)
  - with Virtual Cloud Infrastructure (10; Addendum 3—Common Terms)
- ArcGIS for Server Extension
  - ArcGIS for INSPIRE (Addendum 2, Note 1)
- Esri Business Analyst for Server
  - Workgroup (28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)
  - Enterprise (31; 39; Addendum 2, Note 1; Addendum 2, Note 4)
- Portal for ArcGIS (31; Addendum 2, Note 1)
- Esri Tracking Server (31)

Developer Tools

- ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; Addendum 2, Note 1)
- ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; Addendum 2, Note 1)
- ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26)
- ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6)
- ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; Addendum 2, Note 1)
- Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4)
- Esri Developer Network (EDN) Software and Data (24; 26; Addendum 2, Note 6)
- Esri File Geodatabase API (47)

Bundled Products

- ArcGIS for Transportation Analytics (1; Addendum 2, Note 1; Addendum 2, Note 2; Addendum 2, Note 11)

Notes:

- If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
- Additional Terms of Use for Products ONLY APPLY to the Products that reference them by number in the table above.
- Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

Additional Terms of Use for Products listed above:

1. Licensee may use the Software, Data, and Online Services included in ArcGIS for Transportation Analytics solely for direct support of fleet operations. No other use of ArcGIS for Transportation Analytics or the individual components that are part of ArcGIS for Transportation Analytics is permitted. This restriction does not apply to the

ArcGIS Online for Organizations account included with ArcGIS for Transportation Analytics. The ArcGIS Online for Organizations account can be used for any purpose subject to the terms of this License Agreement.

2. Esri Maps applications are licensed for use by Licensee's Named Users of ArcGIS Online or Portal for ArcGIS. Esri Maps applications may only be used by individuals who have been entitled to be a Named User of ArcGIS Online or Portal for ArcGIS. Embedding a Named User credential into an Esri Maps application is prohibited. Use of Esri Maps applications with ArcGIS Online Public Plans or ArcGIS Online Developer Plans is prohibited.

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10. Licensee will provide information or other materials related to its content (including copies of any client-side applications) as reasonably requested to verify Licensee's compliance with this License Agreement. Esri may monitor the external interfaces (e.g., ports) of Licensee's content to verify Licensee's compliance with this License Agreement. Licensee will not block or interfere with such monitoring, but Licensee may use encryption technology or firewalls to help keep its content confidential. Licensee will reasonably cooperate with Esri to identify the source of any problem with the ArcGIS for Server with Virtual Cloud Infrastructure services that may reasonably be attributed to Licensee's content or any end-user materials that Licensee controls.
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13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
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15. Licensed as a Deployment License, subject to Article 3, Section 3.1 of the General License Terms and Conditions.
16. Licensee may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use the Value-Added Applications anywhere not prohibited under export regulation subject to Article 3, Section 3.1 of the General License Terms and Conditions.
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19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensee may reproduce and distribute the Software provided all the following occur:

    a. The Software is reproduced and distributed in its entirety;
    b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as this License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
    c. All copyright and trademark attributions/notices are reproduced; and
    d. There is no charge or fee attributable to the use of the Software.

21. Reserved.
22. a. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
    b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on one (1) computer for use only by that end user.
23. Reserved.
24. EDN Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Value-Added Applications and map caches can be used with Staging and Deployment Servers. EDN server Software and Data may be installed on multiple computers for use by any Licensee EDN developer; all other EDN Software is licensed as a Single Use License.
25. Reserved.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.
27. Reserved.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.

30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.

33–37. Reserved.

38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).

40–46. Reserved.

47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.

48–53. Reserved.

54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.

55–63. Reserved.

64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
65. Reserved.
66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

ADDENDUM 2
DATA TERMS OF USE
(E300-2)

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing License Agreement ("License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA

In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Licensee shall ensure Users are prohibited from (i) cobranding Data, (ii) using the Data in any unauthorized service or product, or (iii) offering Data through or on behalf of any third party.

SECTION 2—SPECIFIC TERMS OF USE FOR DATA

The following table is a list of Esri Products that have specific Terms of Use in addition to the general Terms of Use as set forth in the General License Terms and Conditions of the License Agreement. Additional Terms of Use are listed immediately below this table and are referenced by number(s), shown in parenthesis, immediately following each Product name in the following table:

• ArcGIS Online Data (1) • StreetMap Premium for ArcGIS (2) • StreetMap for Windows Mobile (2) • StreetMap for ArcPad (2) • StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1) • HERE Traffic Data (11; Addendum 1, Note 1) • Data Appliance for ArcGIS (3)	• Business Analyst/Location Analytics Data (4, 10) • Demographic, Consumer, and Business Data ("Esri Data") (5, 10) • Data and Maps for ArcGIS (6) • Esri MapStudio Data (9)

Notes:

- If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
- Additional Terms of Use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

Additional Terms of Use for Products listed above:

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Use of ArcGIS Online Data that is accessible through non-fee-based ArcGIS Online accounts may be subject to usage limits.

   ArcGIS Online Basemap Data:

   a. ArcGIS Online basemap data can be taken offline through Esri Content Packages and subsequently delivered (transferred) to any device for use exclusively with licensed Esri Client Software.
   b. ArcGIS Online basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap and geosearch Transactions. "Transaction" is defined in the Documentation at ArcGIS Resources at http://links.esri.com/agol/transactiondef.

Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf.
d. Microsoft Bing Maps data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/e-802-bing-mapsvcs.pdf.
e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
f. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
g. D&B Data: May not be used for direct mailing or direct marketing purposes.

2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics:* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but is not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:

a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:

a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf.
d. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

4. *Business Analyst Data; Location Analytics Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:

a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API,

with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.

b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.

c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.

d. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.

e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.

g. D&B Data: May not be used for direct mailing or direct marketing purposes.

5. *Demographic, Consumer, and Business Data ("Esri Data"):* This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business Summary, Business Locations, Retail MarketPlace, and Tapestry Segmentation datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:

   - **Single Use:** Permits access by a single user to access the data for development or internal use on a desktop computer or server. No Internet access is permitted.
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   - **Public website (noncommercial)—Constituent-Served Model:** Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
   - **Public website (commercial) Known User:** Permits Licensee to use the Data in an externally facing Value-Added Application for use by named users and to generate revenue from such Value-Added Application.
   - **Public website (commercial) Anonymous User:** Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.

6. *Data and Maps for ArcGIS:* The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.

   a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at http://www.esri.com/legal/redistribution-rights, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.

   b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

7. Reserved.
8. Reserved.

9. *MapStudio Data:* Use of this Data is subject to the following terms and conditions:

    a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
    b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
    c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf.
    d. D&B Data: May not be used for direct mailing or direct marketing purposes.

10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option:* This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:

    a. HERE traffic data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
    b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
    c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
    d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
    e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
    f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing License Agreement ("License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
b. "API" means application programming interface.
c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
d. "ArcGIS Website" means http://www.arcgis.com and any related or successor websites.
e. "Content" means Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
h. "Named User(s)" means individuals to whom Licensee specifically enables private access to Online Services and Value-Added Applications through Licensee's Online Services account. Named Users can be anyone whom Licensee authorizes to access Online Services, but only for the exclusive benefit of Licensee, for example, Licensee's employees, agents, consultants, or contractors. For Education Plan accounts, Named Users may include registered students. No other third parties may be Named Users. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users. Named Users have unique, individual login credentials.
i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
j. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
k. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.
l. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
m. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been

paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

a. Provide Online Services to Licensee in accordance with the Documentation;
b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities.

a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.
c. Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming turn or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process Content online that is unclassified controlled technical information (UCTI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). Licensee shall not attempt to (a) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or (b) benchmark the availability, performance, or functionality of Online Services for competitive purposes. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE

UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

2.6 Modifications of Online Services. Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

2.7 Discontinuation or Deprecation of Online Services. Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.8 If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

2.9 Attributions. Licensee is not permitted to remove any Esri or Esri's licensors' logos or other attribution associated with any use of ArcGIS Online Services.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption. Licensee's access (including access on behalf of Licensee's customers) to and use of Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri or its affiliates.

3.4 Service Suspension. Esri and its affiliates shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.5 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's

requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/dmca_policy.

4.3 Sharing Licensee's Content. If Licensee elects to share Licensee's Content using Sharing Tools, then Licensee acknowledges that it has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services. ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM USE OR MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SHARING TOOLS IS AT LICENSEE'S SOLE RISK.

4.4 Retrieving Licensee's Content upon Termination. Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri reserves the right to suspend Licensee's account when consumption reaches one hundred percent (100%) of the Service Credits allocated to Licensee's subscription. Licensee's access to the account will be restored immediately upon the completion of Licensee's purchase transaction for additional Service Credits for the subscription account.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

The following table is a list of Esri Products that have specific Terms of Use in addition to the general Terms of Use as set forth in the General License Terms and Conditions of the License Agreement. Additional Terms of Use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the Additional Terms of Use referenced may be found in a separate Addendum, as noted):

▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6) ▪ Esri Business Analyst Online (3; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Business Analyst Online Mobile (3; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Community Analyst (3; Addendum 2, Note 1; Addendum 2, Note 4)	▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Redistricting Online (Addendum 2, Note 1) ▪ Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)

Notes:

- If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
- Additional Terms of Use for Products ONLY APPLY to the Products that reference them by number in the table above.

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:

   a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.

   b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:

      i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
      ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
      iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
      iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
      v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
      vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
      vii. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. If Licensee is using non-Esri application development tools to build applications that access Esri's Online Services, Licensee must include attribution acknowledging that its application is using Online Services provided by Esri. Guidelines are provided in the Documentation.
      viii. Licensee may not embed a Named User credential into a Value-Added Application. For all ArcGIS Online Plan accounts other than Public Plan accounts and ArcGIS for Developer Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.

c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:

   i. Licensee is also permitted to:

      (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and
      (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:

         (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
         (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
         (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
         (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NPO/NGO Plan accounts.

d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NPO/NGO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.

e. For ArcGIS Online Public Plan accounts:

   i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.

      - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).

   ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.

f. For ArcGIS Online Development and Testing Plan accounts:

   i. Subject to the terms of this License Agreement, Licensee is permitted to:

      (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.

         - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).

   ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.

g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:

   i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at http://links.esri.com/agol/transactiondef.

h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.

   - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.

i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.

2. Terms of Use for ArcGIS Online Services:

   a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
   b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.

3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Licensee's external websites.
4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in Addendum 2, Note 1.
5. Licensee may develop Value-Added Applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's Value-Added Applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's Value-Added Applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing Value-Added Applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's Value-Added Application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).

ESRI STANDARD MAINTENANCE PROGRAM

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—STANDARD MAINTENANCE OVERVIEW

This Esri Standard Maintenance Program document describes Esri's commitment to support a US customer's use of Esri's unmodified Qualifying Products, by providing some or all of the following maintenance benefits: technical support, new version software, hot fixes, patches, software updates, beta programs, and/or Esri User Conference registration (**"Maintenance"**). Maintenance benefits may vary by product or program. For Maintenance details, contact Esri Customer Service or visit Esri's product qualification web page at http://www.esri.com/software/maintenance/benefits. Esri reserves the right to change the Esri Standard Maintenance Program at any time and, if reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

ARTICLE 2—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. **"Customer"** means the US entity that Esri has licensed Qualifying Products to.
c. **"Customer Number"** means a unique number created by Esri to identify each Customer's office or site and which will be included on the invoice and/or packing list with any shipment.
d. **"Hot Fix(es)"** means a single fix in one of the specific functional areas that is critical to Customer (e.g., causing production to stop). Esri will send the Hot Fix to Customer as soon as Esri completes the technical feasibility assessment. Esri will deliver documentation with the Hot Fix that will clearly identify the technical problems addressed and any limitations. Esri conducts limited testing on Hot Fixes before providing them to Customer. Esri will incorporate Hot Fixes into subsequent service packs. Hot Fixes do not add new functionality. Hot Fixes will only function with the associated Esri product type and release.
e. **"Maintenance Renewal Quote"** means the noninvoice notification issued ninety (90) days before the expiration date. The Maintenance Renewal Quote will be sent via e-mail or fax and will list the type of Esri product(s), the quantity of licenses, the type of Maintenance subscription, the start and expiration dates of Maintenance, and the anticipated Maintenance renewal fees due for each. The Maintenance Renewal Quote is valid for ninety (90) days from the date of issuance.
f. **"Patch(es)"** means a single fix (see Hot Fix[es]) or a set of related fixes in a specific functional area of the Esri product that will apply to multiple Esri customers. Once a Patch is released, it will be incorporated into a subsequent service pack release. Esri conducts limited testing on Patches before providing them to customers. Patches do not add new functionality. Patches will only function with the associated Esri product type and release.
g. **"Qualifying Product(s)"** means Esri's unmodified products eligible for some or all of the Maintenance benefits licensed to Customer subject to the terms and conditions of Customer's signed Esri license agreement, if any, or the license agreement found at http://www.esri.com/legal/software-license. A list of Qualifying Products and their associated Maintenance benefits can be found at http://www.esri.com/software/maintenance/benefits.
h. **"Software Updates"** means a collection of files that enhance or correct a Qualifying Product and which will be available for Customer to download during the Maintenance term.
i. **"Technical Support Incident"** 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 verbal, e-mail, or chat confirmation of the Technical Support Incident creation. The Technical Support Incident will be given a unique identification number for reference and tracking.

ARTICLE 3—PAYMENT, RENEWAL, AND EXPIRATION

3.1 Payment. Esri will automatically provide Maintenance for the first twelve (12) consecutive months from the licensed date of Qualifying Products. Thereafter, Customer can purchase Maintenance in advance on an annual basis with payment terms net thirty (30) days, unless otherwise agreed to in another agreement between Customer and Esri.

3.2 Prorating Maintenance Terms. If Customer has acquired multiple Qualifying Products throughout the course of a year, Esri will provide a single Maintenance Renewal Quote with prorated Maintenance fees and a common Maintenance term for all Qualifying Products. The common Maintenance term will start on the renewal date of the first licensed Qualifying Product.

3.3 Maintenance Expiration. Esri will send Customer a notice of expiration one hundred twenty (120) days before the Maintenance term expires. If Esri does not receive a purchase order or payment prior to the expiration date, Esri will send the notification to Customer upon the expiration of the Maintenance term. Esri will continue to provide technical support for an additional thirty (30) days, but Customer will no longer receive Software Updates released after the Maintenance term's expiration. If Customer does not reinstate Maintenance within

thirty (30) days of the expiration date, Customer will no longer receive technical support. All other Maintenance benefits and Premium Support Services will end with the expiration of the Maintenance term.

3.4 Reinstatement Fee for Lapsed Maintenance. Esri will reinstate Maintenance if Customer sends a purchase order or payment within thirty (30) days of the expiration date. If Customer does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Customer would have paid since the expiration date.

ARTICLE 4—ESRI USER CONFERENCE REGISTRATION

During the Maintenance term, Customer may be eligible for one (1) complimentary registration to attend the Esri User Conference. Unless otherwise agreed to in writing by Esri and Customer, Customer's eligibility will be dependent on the licensed type and quantity of Qualifying Products. Customer may purchase additional registrations. Customer must submit a registration form for each individual attending the conference. Esri User Conference registrations are assigned in the order received and are nontransferable.

ARTICLE 5—TECHNICAL SUPPORT

5.1 Scope of Technical Support. During the Maintenance term, Qualifying Products will receive the level of technical support corresponding to the respective life cycle phase. The Qualifying Product life cycle phase and the ArcGIS Product Life Cycle Support Policy can be found at http://support.esri.com/en/content/productlifecycles. Esri does not provide technical support for (a) sample applications; (b) patches received outside of a life cycle; or (c) hardware, graphics cards, monitors, plotters, graphics printers, digitizers, modems, and similar peripherals that are not provided by Esri. However, Esri does answer questions about how to interface Esri products with supported devices.

5.2 Authorized Callers. Customer may designate a limited number of Authorized Callers per Qualifying Product. Customer may replace Authorized Callers at any time by notifying Esri Support Services. If Customer has an enterprise license or site license agreement with Esri, Authorized Callers will be identified by name in the corresponding agreement.

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

a. *By Telephone.* Each technical support request will be logged as a Technical Support Incident. After a Technical Support Incident is logged, the caller will be connected to a technical specialist who will be dedicated to work on the technical issue. If a technical specialist is unavailable, the call will be placed in a dispatch queue for the next available technical specialist.
b. *By Chat.* To initiate chat, click the Chat with an Analyst button at http://support.esri.com/en/webform-chat. Chat-based requests can only be made during Esri Support Services operating hours listed in Article 6 below. Each technical support request will be logged as a Technical Support Incident. After a Technical Support Incident is logged, Authorized Caller will be connected to a technical specialist. If a technical specialist is unavailable, the Authorized Caller can opt to receive an e-mail notification when the next technical specialist is available.
c. *By Web Form.* Authorized Caller may request technical support by completing an online web form available at http://support.esri.com/en/webform. 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 specialist the next business day. Esri will respond on a first come, first served basis. All Technical Support Incidents reported by web form are given the same priority and level of attention as those reported by telephone.

5.4 Esri Online Support Center and Esri Customer Care Portal. Esri has created a self-help Support website center for Authorized Caller to submit technical issues; chat with technical specialists; track Technical Support Incidents through the Esri Customer Care portal; and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The Esri Support website can be found at http://support.esri.com. The Esri Customer Care portal can be found at https://my.esri.com.

5.5 Technical Support Incident Reporting/Logging. For most Qualifying Products, Authorized Caller may contact Esri as many times as needed. All requests for technical support must contain detailed information about the technical issue. Authorized Caller must be prepared to provide as much of the following information as possible:

- The Esri Customer Number
- The Esri Global ID
- The phone number and e-mail address where Authorized Caller can be reached
- The version of the Software and operating system in use
- The database in use, if applicable
- A description of what Customer was doing when the problem occurred
- The exact wording of any error messages that appear on the screen
- Any steps taken to resolve the problem

5.6 Secure Live Remote Support. With Customer's permission and oversight, Esri may interact with Customer's system using Citrix GoToAssist to address technical issues.

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

Severity	Criteria	Response Time	Status Updates
Critical	▪ Causes a severe impact to business operations (e.g., critical business processes are disabled) ▪ No workaround available	Six (6) business hours	Esri will provide status every business day until closure of the Technical Support Incident.
High	▪ 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	Esri will provide status every business day until closure of the Technical Support Incident.
Medium	▪ Causes a minor impact to business operations	Two (2) business days	Esri will provide status every three (3) business days until closure of the Technical Support Incident.
Routine	▪ Causes little or no impact to business operations	Two (2) business days	Esri will provide status every five (5) business days until closure of the Technical Support Incident.

5.8 Resolution Time. After the Technical Support Incident is logged, Esri will use commercially reasonable efforts to provide corrections to a technical issue or provide 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.

ARTICLE 6—CONTACTING ESRI

Esri Support Services
Web: http://support.esri.com/
Tel.: 909-793-3774
Toll-Free Phone: 888-377-4575, extension 2
Support Web Form: http://support.esri.com/en/webform
E-mail: support@esri.com
Chat: http://support.esri.com/en/webform-chat
Operating Hours: 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except Esri holidays

Esri Corporate Offices
Tel.: 909-793-2853
Fax: 909-793-5953
E-mail: info@esri.com
Operating Hours: 8:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except Esri holidays

Esri Customer Service
Tel.: 888-377-4575, extension 5
E-mail: service@esri.com
Web: http://service.esri.com
Operating Hours: 8:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except Esri holidays

esri

ATTACHMENT G
CUSTOM SOFTWARE, TECHNICAL DATA, AND ASSISTANCE LICENSE ADDENDUM
(E600 08/22/2014)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—DEFINITIONS

All words, phrases, or terms defined in other parts of this Agreement shall have the same meaning in this Addendum. The following additional words, phrases, or terms shall have the following meaning:

i. "Commercial Off-the-Shelf Software" or "COTS Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.
ii. "Custom Software" means all or any portion of the computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under any Task Order, exclusive of Commercial Off-the-Shelf Software, or COTS Software.
iii. "Deliverables" means Custom Software or Technical Data specified for delivery or use by Licensee under a firm fixed price Task Order.
iv. "Map Data" means any digital dataset(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of any Task Order, which must be separately licensed from the vendor.
v. "Services" means consulting support that is being performed by Esri on a time and materials (T&M) hourly basis in exchange for compensation from Licensee.
vi. "Services Output" means any tangible output produced as a result of the Services provided by Esri under this Addendum. Services Output can include, but is not limited to, reports, training materials, and Custom Software.
vii. "Task Order" means an ordering document (purchase order, task order, or other authorizing document) generated by either Licensee or Esri for professional services issued under this Addendum and containing substantially the same information as outlined in the sample task order form attached as Attachment A. Any additional terms and conditions in Licensee's ordering or authorizing document will be void and may only be incorporated into this Agreement by written amendment signed by both parties.
viii. "Technical Data" means, without limitation, all technical materials including formula, compilations, software code or programs, methods, techniques, know-how, technical assistance, processes, algorithms, designs, data dictionaries and models, schematics, user documentation, training documentation, specifications, drawings, flowcharts, briefings, test or quality control procedures, or other similar information supplied or disclosed by Esri under any Task Order. Technical Data does not include COTS Software, COTS data, or COTS documentation, which must be separately licensed by Licensee under Esri's commercial Software license, or Map Data.

ARTICLE 2—TASK ORDERS AND PROJECT SCHEDULE

Esri shall provide Deliverables and/or Services as specified in a specific Task Order relating to the COTS Software identified in the Task Order.

Unless otherwise provided by Esri in writing, Esri's Contracts Manager for the Professional Services Division is authorized to agree to Task Orders. Licensee shall provide advanced written notification of the name and title of the representative authorized to sign Task Orders and bind Licensee. Each party may enter into Task Orders at its sole discretion and shall not have any obligation under a Task Order until it is signed by both parties.

Each party shall identify in writing the project manager who is responsible for the Services or Deliverables specified in Task Orders. By written notice, either party may replace the project manager at any time with a similarly qualified person.

The period of performance of each Task Order shall be specified in each Task Order.

ARTICLE 3—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Article 3, Esri or its licensors own and retain all right, title, and interest in the Deliverables and Services Output. This Addendum does not transfer ownership rights of any description in the Deliverables or Services Output to Licensee or any third party. Subject to the terms and conditions set forth in this Addendum and effective upon the transfer, by any means, of the Deliverables or Services Output to the Licensee, Esri hereby grants to Licensee a nonexclusive, worldwide license in the Deliverables or Services Output to use, modify, and reproduce the Deliverables or Services Output in connection with Licensee's authorized use of COTS Software. The license grant in the immediately preceding sentence does not apply to Map Data, which Licensee must separately and directly license from the vendor.

Licensee shall retain any patent, copyright, or trademark or proprietary notices on all items licensed under this Addendum and shall take other necessary steps to protect Esri's or its licensor's intellectual property rights.

ARTICLE 4—PATENTS AND INVENTIONS

During the performance of Task Orders, the parties anticipate that inventions, innovations, and improvements ("Inventions") relating to the subject matter of such Task Orders may be conceived solely or jointly by principals, employees, consultants, or independent contractors (hereinafter called "Inventors") of the parties hereto.

The parties agree that, as of the effective date of this Agreement, Esri or its licensors own all intellectual property rights in the COTS Software. During the term of this Agreement, Licensee shall promptly notify Esri if Licensee becomes aware of any known or suspected infringement or violation of these rights.

Each party shall retain title to any Inventions made or conceived solely by its Inventors during the term of this Addendum, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Addendum. The parties shall jointly own any Inventions made or conceived jointly by Inventors from both parties.

Where only one party has title to an Invention, that party, at its sole discretion, shall have the right, but not the obligation, at its expense to (i) decide on whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on such Invention; (ii) decide the extent and scope of such protection; and (iii) protect and enforce in any country any patents issued on such Invention.

Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.

The acquisition or maintenance of protection shall not be abandoned by a joint owner (the "Assigning Owner") without giving the other joint owner (the "Beneficial Owner") an opportunity to intervene and acquire or maintain protection at the Beneficial Owner's expense. The Assigning Owner electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such of its rights in such Inventions to the Beneficial Owner as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.

All Inventions made by Inventors during performance of tasks and activities defined by Task Orders during the term of this Addendum will be presumed, absent clear and convincing evidence to the contrary, to have resulted from the Inventors' activities under the Task Orders.

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld by either party. However, either party may

transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies of a party or subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

ARTICLE 5—CONFIDENTIALITY OF DELIVERABLES AND SERVICES OUTPUT

Unless otherwise agreed in writing, the Deliverables and Services Output are Esri confidential information, and Licensee shall preserve and protect the confidentiality of said Deliverables and Services Output to the extent permitted by law. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Deliverables or Services Output delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Deliverables or Services Output delivered in source code or other human-readable formats, Licensee shall have met its obligations under this Article if its disclosure of Deliverables or Services Output is limited to Deliverables or Services Output in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables or Services Output is withheld from such disclosure, and the person or entity in receipt of such Deliverables or Services Output similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, Licensee shall not disclose any Deliverables or Services Output to employees or third parties without the advanced written consent of Esri. However, Licensee may, without such consent, make such disclosures to employees as are reasonably required for the Licensee's authorized use of the COTS Software, provided that such disclosure is strictly limited to the portions of the Deliverables or Services Output needed for that purpose. The disclosures permitted under this paragraph shall not relieve Licensee of its obligation to maintain the Deliverables or Services Output in confidence and comply with all applicable laws and regulations of the United States. Licensee must comply with Article 11 in making any permitted disclosures.

Licensee shall not have any obligation to protect any part of a Deliverable or Services Output that it can prove (i) was in Licensee's possession before receipt from Esri; (ii) is or becomes a matter of public knowledge through no fault of Licensee; (iii) is rightfully disclosed by a third party without a duty of confidentiality; (iv) is disclosed by Esri to a third party without a duty of confidentiality; (v) is independently developed by Licensee; or (vi) is required to be disclosed by operation of law.

ARTICLE 6—ACCEPTANCE

A. **For Time and Materials Task Orders.** Services are provided strictly on a time and materials basis subject to the task order not-to-exceed funding limit. The Services delivered will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Esri is notified otherwise by Licensee within ten (10) days after delivery.

B. **For Firm Fixed Price Task Orders.** Deliverables for fixed price Task Orders shall be categorized as follows:

   i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. Licensee shall complete its acceptance review within ten (10) working days of receiving each Deliverable.
   ii. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Task Order(s), but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. Licensee will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
   iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri shall rework the Deliverable and resubmit it to Licensee within thirty (30) days, at which time Licensee shall have ten (10) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Licensee agrees it shall not use any Deliverable in its business operations before acceptance as described in B.i. or B.ii. If Esri does not receive within ten (10) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with B.ii. or B.iii., or if Licensee uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.

ARTICLE 7—CHANGES TO SCOPE OF WORK

Licensee may, at any time, request changes within the general scope of an open Task Order. If the parties agree to such changes and such changes cause an increase or decrease in the cost or time required to provide a Deliverable under any Task Order (regardless of whether the Deliverable itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and the Task Order shall be modified accordingly in writing and signed by both parties.

ARTICLE 8—COMPENSATION; INVOICES

A. For Time and Materials Task Orders. Esri shall prepare and submit to Licensee written monthly invoices showing the compensation due for work performed, including travel time, under Task Orders to the Licensee address listed on the Task Order. The amount invoiced will be equal to the number of hours expended during the previous month multiplied by the rates for labor categories set forth in Attachment B. Meals will be invoiced on a "per diem" basis in accordance with the full daily limits stated in the most current Federal Travel Regulations. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden.

Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. In the event Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Licensee may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

B. For Firm Fixed Price Task Orders. Unless otherwise specified in a Task Order, Esri shall prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.

C. Payment. Licensee shall pay each invoice no later than thirty (30) days after receipt thereof. Payment shall be made to the Esri address identified on original Esri invoices.

ARTICLE 9—LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

A. For Time and Materials Task Orders

i. **Limited Warranty.** Esri warrants that for a period of ninety (90) days from the date of acceptance that the Services will substantially conform to the professional and technical standards of the software industry. During the limited warranty period, Licensee may require Esri to reperform the Services, at no additional cost to the Licensee, which do not substantially conform to such standards. Services Output is provided "AS IS" without warranty of any kind.

ii. **Disclaimer of Warranties**

(a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION A.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS ADDENDUM EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. For Firm Fixed Price Task Orders

i. **Limited Warranty.** Esri warrants that for a period of ninety (90) days after acceptance of a Deliverable that the unmodified Deliverable will substantially conform, in a manner consistent with the professional and technical standards of the software industry, with the applicable written specifications that are included in, or delivered by Esri pursuant to, the corresponding Task Order.

ii. **Disclaimer of Warranties**

(a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION B.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND OTHER WARRANTIES, EXPRESS

OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; WILL OPERATE WITHOUT INTERRUPTION; ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED; (ii) ANY WARRANTY THAT THE DELIVERABLES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY DAMAGE OR ENVIRONMENTAL DAMAGE (ANY SUCH USE BY LICENSEE SHALL BE AT LICENSEE'S OWN RISK AND COST); (iii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

C. **Map Data Disclaimer.** ESRI DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY LICENSEE OR ESRI, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY ESRI OR ITS VENDORS, ESRI BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. ESRI IS NOT INVITING RELIANCE ON MAP DATA, AND LICENSEE SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

ARTICLE 10—LIMITATION OF LIABILITY

A. **Disclaimer of Certain Types of Liability.** ESRI AND ITS LICENSORS WILL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

B. **General Limitation of Liability.** IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR THE DELIVERABLES OR SERVICES OUTPUT FROM WHICH THE LIABILITY DIRECTLY AROSE.

C. **Applicability of Disclaimers and Limitations.** Licensee agrees that the limitations of liability and disclaimers set forth in this Addendum will apply regardless of whether Licensee has accepted the Deliverables, or any other product or service delivered by Esri. The parties agree that Esri has set its prices and entered into this Addendum in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose or cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 11—EXPORT CONTROL REGULATIONS

Licensee must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release COTS Software, Services Output, or Deliverables in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person on the US Treasury Department's List of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws as they may occur from time to time.

ARTICLE 12—TERM AND TERMINATION

A. Term. Unless terminated earlier pursuant to Sections B, C, or D of this Article, this Addendum shall terminate simultaneously with the Agreement.

B. Termination for Convenience by Licensee. Licensee may terminate this Addendum or any Task Order at any time on thirty (30) days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Addendum, including reasonable termination expenses and the pro rata contract price for the Task Orders affected.

C. Termination for Cause by Licensee. Licensee shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Addendum or any Task Order for any material breach of this Addendum by Esri that is not cured within fifteen (15) days of receipt by Esri of a notice specifying the breach and requiring its cure.

D. Termination for Cause by Esri. Esri may terminate this Addendum immediately upon written notice to Licensee in the event that one or more of the following occur:

Insolvency of Licensee

i. Licensee becomes insolvent, ceases to pay its debts in the ordinary course of business, is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors;
ii. A trustee or receiver is appointed for any or all of Licensee's assets;
iii. Any bankruptcy or insolvency proceeding under any federal or state bankruptcy or insolvency code, or similar law, whether voluntary or involuntary, is commenced by or against Licensee;
iv. Licensee is dissolved or liquidated;
v. There is any
    a. Material change in the management or control of Licensee;
    b. Transfer of any substantial part of Licensee's business; or
    c. Bulk transfer by Licensee pursuant to the Uniform Commercial Code or similar law.

Default or Breach by Licensee

vi. Licensee defaults under this Addendum three (3) or more times within any six (6)-month period, regardless of whether such defaults are cured;
vii. Licensee engages in the unauthorized use of the COTS Software;
viii. Licensee engages in the unauthorized use, reproduction, or disclosure of Deliverables or Services Output;
ix. Licensee breaches any provision of this Addendum and there is no possibility of cure;
x. Licensee fails to pay after ten (10) days' written notice the amounts due to Esri pursuant to the "Compensation; Invoices" Article 8 of this Addendum.

E. Obligations upon Termination

i. Upon termination by Esri, all outstanding Task Orders shall be subject to cancellation, acceptance, or rejection, at the sole discretion of Esri.
ii. In the event of termination by Esri pursuant to Subsections v–x of Section D of this Article, the due dates of all invoices for amounts owed by Licensee to Esri shall be accelerated automatically so that such amounts become due and payable on the effective date of the termination, regardless of the payment term provisions set forth in this Addendum.
iii. Upon termination of this Addendum, the parties shall have no further obligations pursuant to its terms, except that Articles 1, 4, 5, 8, 9.A.ii., 9.B.ii., 9.C., 10–14, 17, and 19 shall survive termination. Unless Licensee has materially breached its obligations under this Addendum, Articles 3, 9.A.i., and 9.B.i. shall also survive termination. Except where specifically stated otherwise, any current or future cause of action or claim of one party because of any breach or default of the other party and any accrued license rights shall survive to the degree necessary to permit the complete fulfillment or discharge of the cause of action.

ARTICLE 13—RESTRICTIONS ON SOLICITATION

Licensee shall not solicit for hire any Esri employee who is associated with efforts called for under this Addendum during the term of this Addendum and for a period of one (1) year thereafter. In the event the foregoing provision is breached, Licensee shall pay Esri liquidated damages for recruiting and training costs equal to twelve (12) months of the employee's

compensation plus any legal expenses associated with the enforcement of this provision. The foregoing shall in no way restrict Licensee from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

ARTICLE 14—TAXES

Values specified in Task Orders are exclusive of state, local, and other taxes or charges (including, without limitation, custom duties, tariffs, and value-added taxes, but excluding income taxes payable by Esri). In the event such taxes or charges become applicable to Deliverables or Services Output, Licensee shall pay any such taxes upon receipt of written notice that they are due.

ARTICLE 15—INDEPENDENT CONTRACTOR

Esri is, and at all times will be, an independent contractor. Nothing in this Addendum shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party.

ARTICLE 16—FORCE MAJEURE

If the performance of this Addendum, or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference.

ARTICLE 17—CLAIMS MUST BE FILED WITHIN ONE (1) YEAR

Any claim related to this Addendum or the Services or Deliverables may not be brought unless brought within one (1) year. The one (1)-year period begins on the date when a party knew or should have known of the claim. If it is not filed during the one (1)-year period, then that claim is permanently barred. This applies to Licensee and Licensee's successors and/or assigns. It also applies to Esri and/or Esri's successors and assigns.

ARTICLE 18—NOTICE

All notice required by this Addendum shall be in writing to the parties at the following respective addresses, or to such other address as a party may subsequently specify in a notice provided in the manner described in this Article, and shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of three (3) days following post by first class registered or certified mail, return receipt requested, with postage prepaid; (iii) upon the passage of two (2) days following post by overnight receipted courier service; or (iv) upon transmittal by confirmed e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by US certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal:

Licensee: _____
_____
_____
Attn.: _____
Tel.: _____
Fax: _____

Esri: Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
USA
Project/Technical Notice—Attn.: _____,
Senior Contract Administrator
Tel.: 909-793-2853, extension _____
Fax: 909-307-3034
Legal Notice—Attn.: Contract Manager
Tel.: 909-793-2853, extension _____
Fax: 909-307-3020

With a copy to _____, Contract Administrator

Notice for non-US Licensees shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of seven (7) days following post by international courier service with shipment tracking provisions; or (iii) upon transmittal by confirmed e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by receipted international courier service, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal.

ARTICLE 19—ASSIGNMENT AND DELEGATION

Esri may, in whole or in part, assign any of its rights or delegate any performance under this Addendum, provided that Esri shall remain responsible for the performance it delegates. This Addendum binds and benefits successors or assigns permitted under this Article 19.

ATTACHMENT A
SAMPLE TASK ORDER
Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Addendum between Environmental Systems Research Institute, Inc. (Esri), and _____ (Licensee), _____ (Licensee Address), this Task Order authorizes preparation and provision of the Services Output and/or Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [As applicable, specifically identify and describe Services Output or Deliverables including Custom Code, Map Data, and Technical Data (including Technical Assistance) and the resources to be provided by Licensee (including Licensee-supplied personnel, software, hardware, and digital or hard-copy data), and place of delivery and location where technical assistance will be provided.]

   In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Licensee shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type [Firm Fixed Price (FFP) or Time and Materials (T&M)]:

3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):

4. Licensee Address for the Receipt of Esri Invoices:

5. Delivery Schedule or Start/End Date(s) for Each Deliverable:

6. Special Considerations:

7. Esri Project Manager: (insert name, telephone, fax, and e-mail address)
   Esri Senior Contract Administrator: (insert name, telephone, fax, and e-mail address)
   Licensee Project Manager: (insert name, telephone, fax, and e-mail address)
   Licensee Senior Contract Administrator: (insert name, telephone, fax, and e-mail address)
   Licensee Accounts Payable Contact: (insert name, telephone, fax, and e-mail address)

ACCEPTED AND AGREED:

_____	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Licensee)	(Esri)
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT B
TIME AND MATERIALS RATE SCHEDULE

Effective 01-01-2014

Hourly time and materials labor rates have been provided for each labor category for calendar year 2015-2018. The hourly labor rates for services that are performed after 2018 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Esri reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours. Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percentage completed. Descriptions of all labor categories follow, and the pricing table is on page 3 of this T and M rate schedule.

GIS Technical Specialist/Engineer (S1)

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2)

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in Esri COTS software products; web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

Senior GIS System/Software Architect (S3)

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1)

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2)

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3)

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

GIS Database Specialist/Analyst (DB)

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

2015-2018 T and M Rates

Labor Category	2015	2016	2017	2018
GIS Technical Specialist/Engineer (S1)	$204	$212	$222	$233
GIS System/Software Developer (S2)	$263	$274	$286	$300
Senior GIS System/Software Architect (S3)	$323	$336	$351	$369
GIS Consultant/Project Manager (M1)	$247	$257	$269	$282
Senior GIS Consultant/Project Manager (M2)	$312	$324	$339	$356
Principal GIS Consultant/Program Manager (M3)	$411	$427	$446	$468
GIS Database Specialist/Analyst (DB)	$172	$179	$187	$196