

Bill To:  
State of Idaho Various Agencies  
Various State Agencies  
located throughout Idaho  
\*\*\*\*  
Various, ID 83701



State  
of  
Idaho

THIS NUMBER MUST APPEAR  
ON ALL DOCUMENTS

Statewide Blanket Purchase Order  
Contract Renewal

Statewide Blanket Purchase Order  
SBPO1218 - 05

## DELIVER TO:

State of Idaho Various Agencies  
Various State Agencies  
located throughout Idaho  
\*\*\*\*  
Various, ID 83701

Date: Tue Jan 13 2009

F.O.B: Destination  
Terms:

## VENDOR:

ESRI, INC.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Telebusiness Rep  
Emailed To:  
Phone: undefined  
Fax: undefined  
Account Number: P00000055576

Start of Service Date Sun Feb 01, 2009

End of Service Date: Sun Jan 31, 2010

RFQ#: RFQ04560  
DOC#: PREQ9339

## File Attached:

☐ SBPO1218\_amendment

Buyer: GREGORY LINDSTROM 208-332-1609

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT ( line item particulars follow )	1 lot		4000000.00
	Total:			4000000.00
<p><b>GEOGRAPHIC INFORMATION SYSTEMS (GIS) CONTRACT SBPO1218-04 RENEWAL</b></p> <p>This contract renewal and the provisions hereof are hereby made part of that certain State of Idaho contract number SBPO1218-04, for GEOGRAPHIC INFORMATION SYSTEMS (GIS) dated JULY 7, 2008 for ALL ELIGIBLE POLITICAL SUBDIVISIONS OR PUBLIC AGENCIES, between ESRI, INC. as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:</p> <p>All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this renewal is FEBRUARY 1, 2009.</p> <p>This contract is renewed for ONE (1) YEAR commencing FEBRUARY 1, 2009 and expiring JANUARY 31, 2010. The same terms, conditions and prices prevail for the contract renewal period.</p> <p>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 may be dependent upon the specific terms of the Contract.</p> <p><b>SIGNED AND DATED ACCEPTANCE LETTER FROM ESRI, INC. ON FILE AT THE DIVISION OF PURCHASING</b></p>				
Blanket Comments:				
Item No	Description	Quantity UOM	Unit Price	EXTENSION
1	Geographic Information Systems (GIS) software and services  ( 206-54 ) ( nt )	1 YR	1000000.00	1000000.00
2	This is the second and final of the two (2) one-year renewals permitted under the MPA, per ESRI Amendment No. 2, Agreement No. 2004MPA285 (electronically attached) ( 206-00 ) ( nt )	1 LT	1000000.00	1000000.00
	See File(s): <input type="radio"/> 080131_Final Contract_2004mpa285_A2_2.pdf			
3	2009-2010 renewal Geographic Information Systems Software per the attached agreement (2/1/09-1/31/2010) ( 206-54 ) ( nt )	1 LOT	2000000.00	2000000.00

BY: GREGORY D. LINDSTROM 1/13/09

© 1996-2009 SicomNet, Inc. All Rights Reserved.  
- po001 - Tue, 13 Jan 2009 glindstrom

**Amendment No. 3**  
**to**  
**Master Purchase Agreement (Agreement)**  
**Between**  
**State of Idaho (State or Licensee)**  
**and**  
**Environmental Systems Research Institute, Inc. (ESRI)**  
**ESRI Agreement No. 2004MPA285**

State of Idaho Blanket Purchase Agreement ~~SBPO1295~~ <sup>SBPO1218 G</sup> also known as Master Purchase Agreement (MPA) No. 2004MPA285, reconsolidated for January 7, 2007 to February 1, 2009 between the parties is hereby revised by this Amendment. The parties hereto desire to extend the term, update the software license, and update the pricing for services, Software and Related Materials.

The parties agree to the following changes:


1. Article 3, entitled TERM OF AGREEMENT is revised to extend the term of the Agreement for one (1) year. The new term shall expire on January 31, 2010.
2. Attachment A, entitled ESRI Software Licenses and Maintenance Fees is deleted and replaced with a revised version of Attachment A, entitled ESRI MPA Price List, E416 attached hereto.
3. Attachment B, entitled Exhibit 1- Scope of Use, E300 5/07B is replaced with E300 5/08C, to accommodate updated Software, Data, Web Services and Documentation, attached hereto.
4. Page(s) C-1 and C-2, of Attachment C, entitled Time and Material Rate Schedule is replaced in its entirety with revised calendar year 2009, Pages(s) C-1 and C-2, attached hereto.
5. Updates or released new Software, Data, Web Services and Documentation are released periodically by ESRI and are licensed under Article 13 of the Agreement except when Section(s) 13.4, 13.5 and attachments are superseded by the then current Article 4 of the General License Terms and Conditions. Updated General License Terms and Conditions, E200 6/08 is incorporated into the Agreement and attached hereto.

Unless expressly described above, all other terms and conditions from the Agreement shall remain in full force and effect, and shall continue to constitute the sole and entire agreement between the parties hereto.

*In Witness Whereof,*

ESRI and Licensee have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms do by their respective signatures below hereby agree to the terms in this Amendment No. 3.

**STATE OF IDAHO (Licensee)**

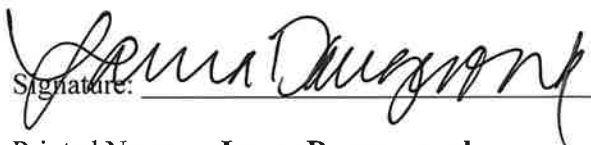
Signature: 

Printed Name: Gregory Lindstrom

Title: Information Technology Purchasing Officer

Date: 1/12/09

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.**

Signature: 

Printed Name: **Laura Dangermond**

Title: **Vice President**

Date: DEC 10 2008

**E416 - 4Q08**  
**STATE OF IDAHO 2004MPA285**

<b>Section</b>	<b>Description</b>	<b>Price</b>
<b>1</b>	<b>ArcGIS Concurrent Use Licenses</b>	
	ArcInfo Concurrent Use License	\$9,405.00
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000.00
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200.00
	ArcEditor Concurrent Use License	\$6,650.00
	ArcView Concurrent Use License	\$3,325.00
	ArcGIS Spatial Analyst Concurrent Use License	\$2,375.00
	ArcGIS 3D Analyst Concurrent Use License	\$2,375.00
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,375.00
	ArcGIS Publisher Concurrent Use License	\$2,375.00
	ArcGIS Survey Analyst Concurrent Use License	\$2,375.00
	ArcGIS Tracking Analyst Concurrent Use License	\$2,375.00
	ArcGIS ArcScan Concurrent Use License	\$2,375.00
	ArcGIS Maplex Concurrent Use License	\$2,375.00
	ArcGIS Data Interoperability Concurrent Use License	\$2,375.00
	ArcGIS Network Analyst Concurrent Use License	\$2,375.00
	ArcGIS Schematics Concurrent Use License	\$2,375.00
	Job Tracking for ArcGIS (JTX) Concurrent Use License	\$2,375.00
	Primary Maintenance for ArcView Concurrent Use License	\$700.00
	Secondary Maintenance for ArcView Concurrent Use License	\$500.00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200.00
	Primary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$500.00
	Secondary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$200.00
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200.00
<b>1</b>	<b>ArcGIS Single Use Licenses</b>	
	ArcEditor Single Use License	\$6,650.00
	ArcGIS ArcView Single Use License	\$1,425.00
	ArcGIS Spatial Analyst Single Use License	\$2,375.00
	ArcGIS 3D Analyst Single Use License	\$2,375.00
	ArcGIS Geostatistical Analyst Single Use License	\$2,375.00
	ArcGIS Publisher Single Use License	\$2,375.00

	ArcGIS Survey Analyst Single Use License	\$2,375.00
	ArcGIS Tracking Analyst Single Use License	\$2,375.00
	ArcGIS ArcScan Single Use License	\$2,375.00
	ArcGIS Maplex Single Use License	\$2,375.00
	ArcGIS Data Interoperability Single Use License	\$2,375.00
	ArcGIS Network Analyst Single Use License	\$2,375.00
	ArcGIS Schematics Single Use License	\$2,375.00
	ArcGIS Job Tracking Single Use License	\$2,375.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$900.00
	Primary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,500.00
	Secondary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,200.00
	Primary Maintenance for ArcEditor Single Use with Extensions	\$2,100.00
	Secondary Maintenance for ArcEditor Single Use with Extensions	\$1,800.00
<b>1</b>	<b>Maintenance Activation Program</b>	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.0, 9.1—Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.0, 9.1—Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.0, 9.1—Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.0, 9.1—Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$1,050.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$750.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$300.00
<b>1</b>	<b>ArcGIS Upgrades</b>	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be on maintenance to qualify)	\$1,900.00
<b>1</b>	<b>Upgrade from One ArcGIS Product to Another</b>	
	Upgrade from ArcView Single Use to ArcEditor	\$5,225.00
	Upgrade from ArcView Single Use to ArcInfo	\$7,980.00
	Upgrade from ArcView Concurrent Use to ArcEditor	\$3,325.00
	Upgrade from ArcView Concurrent Use to ArcInfo	\$6,080.00
	Upgrade from ArcEditor to ArcInfo	\$2,755.00
<b>1</b>	<b>ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT</b>	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000.00

	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,600.00
	ArcCOGO 7.x or 8.0.x Extension Floating License	\$2,375.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$500.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$200.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcStorm First License (3 seats) Annual Maintenance	\$500.00
	ArcStorm Additional License (each additional seat) Annual Maintenance	\$100.00
1	<b>ArcPress for ArcView</b>	
	ArcPress for ArcView UNIX License	\$285.00
	ArcPress for ArcView Windows/Windows NT License	\$285.00
2	<b>ArcView 3.x and Extensions</b>	
2	<b>UNIX</b>	
	ArcView 3.x for UNIX License Qty. 1–5 (each)	\$2,085.00
	ArcView 3.x for UNIX License Qty. 6–25 (each)	\$1,976.00
	ArcView 3.x for UNIX License Qty. 26+ (each)	\$1,756.00
	ArcView 3.x for UNIX License Primary Maintenance	\$700.00
	ArcView 3.x for UNIX License Secondary Maintenance	\$500.00
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	\$475.00
	ArcView Network Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,370.00
	ArcView Network Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,246.00
	ArcView Network Analyst Extension for UNIX License Qty. 26+ (each)	\$1,996.00
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,370.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,246.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	\$1,996.00
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,845.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,696.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	\$2,396.00
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView 3D Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,845.00
	ArcView 3D Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,696.00
	ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each)	\$2,396.00
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200.00
2	<b>Windows/Windows NT</b>	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1–5 (each)	\$1,135.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6–25 (each)	\$1,076.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$956.00

	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$900.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1–5 (each)	\$1,420.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6–25 (each)	\$1,346.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,196.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1–5 (each)	\$1,420.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6–25 (each)	\$1,346.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,196.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1–5 (each)	\$2,370.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6–25 (each)	\$2,246.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,996.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1–5 (each)	\$2,370.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6–25 (each)	\$2,246.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,996.00
2	<b>ArcView StreetMap</b>	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$470.25
3	<b>MapObjects</b>	
3	<b>MapObjects—Windows Edition</b>	
	MapObjects—Windows Edition Stand-Alone Developer's Kit (includes MapObjects –Windows Edition and 50 Stand-Alone Deployments).	\$4,750.00
	MapObjects—Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to two CPUs)	\$11,400.00
	Additional MapObjects—Windows Edition Developer License	\$950.00
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	\$1,000.00
	MapObjects—Windows Limited Deployment Site License Kit	\$19,000.00
	Maintenance for MapObjects—Windows Edition Stand-Alone Developer Kit	\$1,000.00
	Maintenance for MapObjects—Windows Edition Internet Developer Kit	\$2,400.00
	Maintenance for Additional MapObjects—Windows Edition Developer License	\$200.00
	Maintenance for MapObjects—Windows Limited Deployment Site License Kit	\$3,000.00
	25-Pack Additional MapObjects—Windows Edition Stand-Alone Deployments	\$2,375.00
3	<b>MapObjects LT</b>	
	MapObjects LT Web Download License	\$339.00
3	<b>MapObjects—Java Edition</b>	
	MapObjects—Java Edition Stand-Alone Developer Kit (includes MapObjects—Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	\$4,750.00
	MapObjects—Java Edition Internet Developer Kit (Includes 2 MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$7,125.00
	Additional MapObjects—Java Edition Developer License	\$950.00
	Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$4,750.00
	Additional MapObjects—Java Edition CPU Deployment License	\$3,563.00
	Maintenance for MapObjects—Java Edition Stand-Alone Developer Kit	\$1,000.00
	Maintenance for MapObjects—Java Edition Internet Developer Kit	\$1,500.00
	Maintenance for Additional MapObjects—Java Edition Developer License	\$200.00
	Maintenance for Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$1,000.00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License	\$750.00
	25-Pack Additional MapObjects—Java Edition Stand-Alone Deployments	\$2,375.00
3	<b>MapObjects—Java Edition (Staging Server)</b>	

	MapObjects—Java Edition Internet Developer Kit for Staging Server (includes two MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$3,563.00
	Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$475.00
	Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$2,375.00
	Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$1,781.00
	Maintenance for MapObjects—Java Edition Internet Developer Kit for Staging Server	\$750.00
	Maintenance for Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$100.00
	Maintenance for Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$500.00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$375.00
<b>4</b>	<b>ArcGIS Engine Runtime</b>	
	Standard ArcGIS Engine Runtime License	\$475.00
	ArcGIS Engine Runtime 3D Extension License	\$950.00
	ArcGIS Engine Runtime Spatial Extension License	\$950.00
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	\$950.00
	ArcGIS Engine Runtime Network Extension License	\$950.00
	ArcGIS Engine Runtime Schematics Extension License	\$950.00
	ArcGIS Engine Runtime Tracking Extension License	\$950.00
	ArcGIS Engine Runtime Maplex Extension License	\$950.00
	ArcGIS Engine Runtime Data Interoperability Extension License	\$950.00
	Maintenance for Standard ArcGIS Engine Runtime License without Extensions	\$100.00
	Maintenance for Standard ArcGIS Engine Runtime License with Extensions	\$400.00
<b>5</b>	<b>ArcGIS Server</b>	
<b>5</b>	<b>ArcGIS Server—Enterprise</b>	
<b>5</b>	<b>Enterprise Advanced</b>	
	ArcGIS Server Enterprise Advanced (up to four cores)	\$38,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced (up to four cores)	\$10,000.00
	ArcGIS Server Enterprise Advanced (additional cores)	\$9,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced (additional cores)	\$2,500.00
<b>5</b>	<b>Enterprise Standard</b>	
	ArcGIS Server Enterprise Standard (up to four cores)	\$19,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard (up to four cores)	\$5,000.00
	ArcGIS Server Enterprise Standard (additional cores)	\$4,750.00
	Annual Maintenance ArcGIS Server Enterprise Standard (additional cores)	\$1,250.00
<b>5</b>	<b>Enterprise Basic</b>	
	ArcGIS Server Enterprise Basic (up to four cores)	\$9,500.00
	Annual Maintenance ArcGIS Server Enterprise Basic (up to four cores)	\$3,000.00
	ArcGIS Server Enterprise Basic (additional cores)	\$2,375.00
	Annual Maintenance ArcGIS Server Enterprise Basic (additional cores)	\$750.00
<b>5</b>	<b>Workgroup</b>	
	ArcGIS Server Workgroup Advanced (up to two cores)	\$9,500.00
	Annual Maintenance ArcGIS Server Workgroup Advanced (up to two cores)	\$2,500.00
	ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	\$4,750.00
	Annual Maintenance ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	\$1,250.00
	ArcGIS Server Workgroup Standard (up to two cores)	\$4,750.00
	Annual Maintenance ArcGIS Server Workgroup Standard (up to two cores)	\$1,250.00
	ArcGIS Server Workgroup Standard (additional core—maximum four cores per server)	\$2,375.00
	Annual Maintenance ArcGIS Server Workgroup Standard (additional cores—maximum four cores per server)	\$625.00
	ArcGIS Server Workgroup Basic (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$4,750.00
	Annual Maintenance ArcGIS Server Workgroup Basic — (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$1,250.00



## 5 ArcGIS Server Enterprise Extensions

ArcGIS Server 3D Extension Advanced Enterprise for Windows License (up to four cores)	\$9,500.00
ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows License (up to four cores)	\$9,500.00
ArcGIS Server Geostatistical Extension Advanced Enterprise for Windows License (up to four cores)	\$9,500.00
ArcGIS Server Image Extension Advanced Enterprise for Windows License (up to four cores)	\$9,500.00
ArcGIS Server Job Tracking Extension Advanced Enterprise for Windows License (up to four cores)	\$9,500.00
ArcGIS Server Network Extension Advanced Enterprise for Windows License (up to four cores)	\$9,500.00
ArcGIS Server Schematics Extension Advanced Enterprise for Windows License (up to four cores)	\$9,500.00
ArcGIS Server Spatial Extension Advanced Enterprise for Windows License (up to four cores)	\$9,500.00
Annual Maintenance ArcGIS Server 3D Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
Annual Maintenance ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
Annual Maintenance ArcGIS Server Geostatistical Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
Annual Maintenance ArcGIS Server Image Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
Annual Maintenance ArcGIS Server Job Tracking Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
Annual Maintenance ArcGIS Server Network Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
Annual Maintenance ArcGIS Server Schematics Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
Annual Maintenance ArcGIS Server Spatial Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$9,500.00
ArcGIS Server Standard Enterprise Job Tracking Extension (up to four cores)	\$9,500.00
ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$9,500.00
Annual Maintenance ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$2,500.00
Annual Maintenance ArcGIS Server Standard Enterprise Job Tracking Extension (up to four cores)	\$2,500.00
Annual Maintenance ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$2,500.00
ArcGIS Server 3D Extension Enterprise Advanced (additional cores)	\$2,375.00
ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	\$2,375.00
ArcGIS Server Geostatistical Extension Enterprise Advanced (additional cores)	\$2,375.00
ArcGIS Server Image Extension Enterprise Advanced (additional cores)	\$2,375.00
ArcGIS Server Job Tracking Extension Enterprise Advanced (additional cores)	\$2,375.00
ArcGIS Server Network Extension Enterprise Advanced (additional cores)	\$2,375.00
ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	\$2,375.00
ArcGIS Server Spatial Extension Enterprise Advanced (additional cores)	\$2,375.00
Annual Maintenance ArcGIS Server 3D Extension Enterprise Advanced (additional cores)	\$625.00
Annual Maintenance ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	\$625.00
Annual Maintenance ArcGIS Server Geostatistical Extension Enterprise Advanced (additional cores)	\$625.00
Annual Maintenance ArcGIS Server Image Extension Enterprise Advanced (additional cores)	\$625.00
Annual Maintenance ArcGIS Server Job Tracking Extension Enterprise Advanced (additional cores)	\$625.00
Annual Maintenance ArcGIS Server Network Extension Enterprise Advanced (additional cores)	\$625.00
Annual Maintenance ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	\$625.00

	Annual Maintenance ArcGIS Server Spatial Extension Enterprise Advanced (additional cores)	\$625.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	\$2,375.00
	ArcGIS Server Enterprise Standard Job Tracking Extension (additional cores)	\$2,375.00
	ArcGIS Server Enterprise Standard Network Extension (additional cores)	\$2,375.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	\$625.00
	Annual Maintenance ArcGIS Server Enterprise Standard Job Tracking Extension (additional cores)	\$625.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (additional cores)	\$625.00
<b>5</b>	<b>ArcGIS Server Workgroup Extensions</b>	
	ArcGIS Server Advanced Workgroup 3D Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,750.00
	ArcGIS Server Advanced Workgroup Data Interoperability Extension - (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$4,750.00
	ArcGIS Server Advanced Workgroup Geostatistical Extension - (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,750.00
	ArcGIS Server Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$4,750.00
	ArcGIS Server Advanced Workgroup Network Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$4,750.00
	ArcGIS Server Advanced Workgroup Schematics Extension - (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$4,750.00
	ArcGIS Server Advanced Workgroup Spatial Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$4,750.00
	Annual Maintenance ArcGIS Server Advanced Workgroup 3D Extension -(licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance ArcGIS Server Advanced Workgroup Geostatistical Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance ArcGIS Server Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance ArcGIS Server Advanced Workgroup Network Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance ArcGIS Server Advanced Workgroup Spatial Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$1,250.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$4,750.00
	ArcGIS Server Standard Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$4,750.00
	ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$4,750.00
	Annual Maintenance ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance ArcGIS Server Standard Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$1,250.00
<b>5</b>	<b>ArcGIS Mobile</b>	
	ArcGIS Mobile Additional Application and Runtime Deployments—25 Pack	\$2,375.00
	Annual Maintenance ArcGIS Mobile Additional Application and Runtime Deployments—25 Pack	\$500.00
<b>5</b>	<b>ArcGIS Server Connection Licenses for ArcSDE 9.2</b>	
	ArcGIS Server Read Write Server Connection for Enterprise	\$950.00

	ArcGIS Server Read Only Server Connection for Enterprise	\$475.00
	Maintenance for ArcGIS Server Read Write Server Connection for Enterprise	\$150.00
	Maintenance for ArcGIS Server Read Only Server Connection for Enterprise	\$150.00
5	<b>ArcGIS Server Upgrades</b>	
5	<b>ArcGIS Server Upgrade Enterprise to Enterprise</b>	
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	\$9,500.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	\$28,500.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	\$19,000.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Standard License	\$2,375.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Advanced License	\$7,125.00
	ArcGIS Server Additional Cores Enterprise Standard Upgrade to Enterprise Advanced License	\$4,750.00
5	<b>ArcGIS Server Upgrades Workgroup to Workgroup</b>	
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard (up to four cores)	\$4,750.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced (up to four cores)	\$14,250.00
	ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced (up to four cores)	\$9,500.00
5	<b>ArcGIS Server Upgrades - Workgroup to Enterprise</b>	
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic (up to four cores)	\$4,750.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard (up to four cores)	\$14,250.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced (up to four cores)	\$33,250.00
	ArcGIS Server Workgroup Standard upgrade to Enterprise Standard (up to four cores)	\$9,500.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced (up to four cores)	\$28,500.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced (up to four cores)	\$19,000.00
5	<b>ArcGIS Server—Enterprise (Staging Server)</b>	
5	<b>Enterprise Advanced (Staging Server)</b>	
	ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	\$19,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	\$5,000.00
5	ArcGIS Server Enterprise Advanced Staging Server (additional cores)	\$4,750.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server (additional cores)	\$1,250.00
5	<b>Enterprise Standard (Staging Server)</b>	
	ArcGIS Server Enterprise Standard Staging Server (up to four cores)	\$9,500.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server (up to four cores)	\$2,500.00
5	ArcGIS Server Enterprise Standard Staging Server (additional cores)	\$2,375.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server (additional cores)	\$625.00
5	<b>Enterprise Basic (Staging Server)</b>	
	ArcGIS Server Enterprise Basic Staging Server (up to four cores)	\$4,750.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server (up to four cores)	\$1,500.00
	ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$1,188.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$375.00
5	<b>ArcGIS Server Extensions (Staging Server)</b>	
	ArcGIS Server Staging Server Advanced Enterprise 3D Extension (up to four cores)	\$4,750.00
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$4,750.00
	ArcGIS Server Staging Server Advanced Enterprise Geostatistical Extension (up to four cores)	\$4,750.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$4,750.00
	ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (up to four cores)	\$4,750.00
	ArcGIS Server Staging Server Advanced Enterprise Network Extension (up to four cores)	\$4,750.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$4,750.00
	ArcGIS Server Staging Server Advanced Enterprise Spatial Extension (up to four cores)	\$4,750.00
	Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise 3D Extension (up to four cores)	\$1,250.00
	Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Geostatistical Extension (up to four cores)	\$1,250.00
	Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$1,250.00

Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (up to four cores)	\$1,250.00
Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Network Extension (up to four cores)	\$1,250.00
Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$1,250.00
Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Spatial Extension (up to four cores)	\$1,250.00
ArcGIS Server Staging Server Advanced Enterprise 3D Extension (additional cores)	\$1,188.00
ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$1,188.00
ArcGIS Server Staging Server Advanced Enterprise Geostatistical Extension (additional cores)	\$1,188.00
ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$1,188.00
ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (additional cores)	\$1,188.00
ArcGIS Server Staging Server Advanced Enterprise Network Extension (additional cores)	\$1,188.00
ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$1,188.00
ArcGIS Server Staging Server Advanced Enterprise Spatial Extension (additional cores)	\$1,188.00
Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise 3D Extension (additional cores)	\$313.00
Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$313.00
Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Geostatistical Extension (additional cores)	\$313.00
Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$313.00
Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (additional cores)	\$313.00
Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Network Extension (additional cores)	\$313.00
Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$313.00
Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Spatial Extension (additional cores)	\$313.00
ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$4,750.00
ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (up to four cores)	\$4,750.00
ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$4,750.00
Annual Maintenance ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
Annual Maintenance ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (up to four cores)	\$1,250.00
Annual Maintenance ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$1,250.00
ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$1,188.00
ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (additional cores)	\$1,188.00
ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$1,188.00
Annual Maintenance ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$313.00
Annual Maintenance ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (additional cores)	\$313.00
Annual Maintenance ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$313.00
<b>5 ArcGIS Server Staging Server Upgrades</b>	
ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	\$4,750.00

	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	\$14,250.00
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	\$9,500.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (additional cores)	\$1,187.50
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (additional cores)	\$3,562.50
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (additional cores)	\$2,375.00
<b>5</b>	<b>ArcGIS Server Staging Server Connections to Support ArcSDE 9.2</b>	
	ArcGIS Server Staging Server Read Write Server Connection for Enterprise	\$475.00
	ArcGIS Server Staging Server Read Only Server Connection for Enterprise	\$237.50
	Maintenance for ArcGIS Server Staging Server Read Write Server Connection for Enterprise	\$75.00
	Maintenance for ArcGIS Server Staging Server Read Only Server Connection for Enterprise	\$75.00
<b>7</b>	<b>ArcIMS</b>	
	ArcIMS 9.2 Full Use Deployment (up to two cores)	\$4,750.00
	ArcIMS 9.2 Full Use Deployment (additional core – maximum four cores per server)	\$2,375.00
	ArcIMS 9.2 Full Use Deployment (up to two cores) Maintenance	\$1,000.00
	ArcIMS 9.2 Full Use Deployment (additional core) Maintenance	\$500.00
<b>7</b>	<b>ArcIMS Route Server</b>	
	ArcIMS Route Server (price per ArcIMS server—maximum four cores per server)	\$2,850.00
	Annual Maintenance ArcIMS Route Server (price per ArcIMS server—maximum four cores per server)	\$600.00
<b>8</b>	<b>Business Applications Software</b>	
<b>8</b>	<b>ArcGIS Business Analyst (Single Use)</b>	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$17,570.00
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$12,820.00
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$8,070.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$17,570.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$12,820.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$8,070.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$21,375.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$15,195.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$9,415.00
<b>8</b>	<b>ArcGIS Business Analyst (Concurrent Use)</b>	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$17,570.00
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$12,820.00
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$8,070.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$17,570.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$12,820.00

	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$8,070.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$21,375.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$15,195.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$9,415.00
	ArcGIS Business Analyst Segmentation Module with MRI Data One Additional Category License	\$1,425.00
8	<b>Business Analyst Maintenance</b>	
	Annual Maintenance for ArcGIS Business Analyst (National Dataset) Software License (per license)	\$14,795.00
	Annual Maintenance for ArcGIS Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$10,795.00
	Annual Maintenance for ArcGIS Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$6,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License (per license)	\$14,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License (per license)	\$10,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License (per license)	\$6,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License (per license)	\$18,000.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License (per license)	\$12,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License (per license)	\$7,925.00
	ArcGIS Business Analyst Segmentation Module with MRI Data One Additional Category License Annual Maintenance	\$1,200.00
8	<b>ArcGIS Business Analyst for Canada</b>	
	ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$25,500.00
	ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$25,500.00
	ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$10,200.00
	ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$10,200.00
	Annual Maintenance for ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance (per license)	\$20,400.00
	Annual Maintenance for ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$8,160.00
8	<b>ArcGIS Business Analyst Server</b>	
8	<b>ArcGIS Business Analyst Server Enterprise Advanced</b>	
	ArcGIS Business Analyst Server Enterprise Advanced Single Use (up to four cores)	\$104,500.00
	ArcGIS Business Analyst Server Enterprise Advanced Concurrent Use (up to four cores)	\$104,500.00
	ArcGIS Business Analyst Server Enterprise Advanced (additional core)	\$26,125.00
	ArcGIS Business Analyst Server Enterprise Advanced (up to four cores) Maintenance	\$88,000.00
	ArcGIS Business Analyst Server Enterprise Advanced (additional core) Maintenance	\$22,000.00
8	<b>ArcGIS Business Analyst Server Workgroup Advanced</b>	
	ArcGIS Business Analyst Server Workgroup Advanced Single Use (per server - minimum two cores, maximum four cores)	\$52,250.00
	ArcGIS Business Analyst Server Workgroup Advanced Concurrent Use (per server - minimum two cores, maximum four cores)	\$52,250.00

	ArcGIS Business Analyst Server Workgroup Advanced - (per server - minimum two cores, maximum four cores) Maintenance	\$44,000.00
9	<b>Tracking Server</b>	
	Tracking Server for Windows (up to two cores)	\$9,672.00
	Tracking Server for Windows (additional core)	\$4,836.00
	Update Fee Tracking Server (up to two cores)	\$2,000.00
	Update Fee Tracking Server (additional core)	\$1,000.00
9	<b>Tracking Server (Staging Servers)</b>	
	Tracking Server Staging Server for Windows (up to two cores)	\$4,836.00
	Tracking Server Staging Server for Windows (additional core)	\$2,418.00
	Update Fee Tracking Server Staging Server (up to two cores)	\$1,000.00
	Update Fee Tracking Server Staging Server (additional cores)	\$500.00
10	<b>ArcGIS Image Server</b>	
	ArcGIS Image Server (up to four cores)	\$9,500.00
	Annual Maintenance ArcGIS Image Server (up to four cores)	\$2,500.00
	ArcGIS Image Server (additional cores)	\$2,375.00
	Annual Maintenance ArcGIS Image Server (additional cores)	\$625.00
10	<b>ArcGIS Image Server (Staging Server)</b>	
	ArcGIS Image Server Staging Server (up to four cores)	\$4,750.00
	Annual Maintenance ArcGIS Image Server Staging Server (up to four cores)	\$1,250.00
	ArcGIS Image Server Staging Server (additional cores)	\$1,187.50
	Annual Maintenance ArcGIS Image Server Staging Server (additional cores)	\$312.00
10	<b>ArcGIS Image Server Service Editor Desktop Deployment License</b>	
	ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$2,375.00
	Annual Maintenance—ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$625.00
11	<b>ArcLogistics</b>	
	ArcLogistics Single Use License	\$7,600.00
	ArcLogistics Concurrent Use License	\$19,000.00
	ArcLogistics Single Use Annual Maintenance	\$1,600.00
	ArcLogistics Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics TeleAtlas Street Data North America - Single Use	\$2,090.00
	ArcLogistics TeleAtlas Street Data Europe - Single Use	\$2,090.00
	ArcLogistics TeleAtlas Street Data North America - Single Use Annual Maintenance	\$1,600.00
	ArcLogistics TeleAtlas Street Data Europe - Single Use Annual Maintenance	\$1,600.00
	ArcLogistics TeleAtlas Street Data North America - Concurrent Use	\$5,225.00
	ArcLogistics TeleAtlas Street Data Europe - Concurrent Use	\$5,225.00
	ArcLogistics TeleAtlas Street Data North America - Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics TeleAtlas Street Data Europe - Concurrent Use Annual Maintenance	\$4,000.00
11	<b>BusinessMAP</b>	
	BusinessMAP 4	\$338.00
11	<b>RouteMAP IMS</b>	
	RouteMAP IMS (up to four cores) Includes RouteMAP IMS Software and Internet Deployment License	\$2,850.00
	RouteMAP IMS (additional core license)	\$119.00
	Maintenance RouteMAP IMS (up to four cores) Includes RouteMAP IMS Software and Internet Deployment License	\$1,000.00
	Maintenance RouteMAP IMS (additional cores)	\$125.00
	Data Pack-North America for RouteMAP IMS (up to four cores) Includes Data for United States, Canada, and Puerto Rico, Software and Internet Deployment License	\$6,175.00
	Data Pack-North America for RouteMAP IMS (additional cores) Includes data for United States, Canada, and Puerto Rico, Internet Deployment	\$119.00
	Maintenance Data Pack-North America for RouteMAP IMS (up to four cores) Includes Data for United States, Canada, and Puerto Rico, Software and Internet Deployment License	\$2,850.00
	Maintenance Data Pack-North America for RouteMAP IMS (additional cores) Includes Data for United States, Canada, and Puerto Rico, Internet Deployment	\$119.00

12	<b>Other Software</b>	
12	<b>Maplex</b>	
	Maplex First Single Use License	\$14,507.00
	Maplex Second Single Use License	\$13,541.00
	Maplex Third Single Use License	\$11,123.00
	Maplex Single Use License Annual Primary Maintenance	\$3,750.00
	Maplex Single Use License Annual Secondary Maintenance	\$1,500.00
12	<b>PLTS for ArcGIS—Single or Concurrent Use</b>	
	PLTS for ArcGIS—Mapping Agency Solution	\$9,500.00
	Annual Maintenance for PLTS for ArcGIS—Mapping Agency Solution	\$2,500.00
	PLTS for ArcGIS—Nautical Solution	\$9,500.00
	Annual Maintenance for PLTS for ArcGIS—Nautical Solution	\$2,500.00
	PLTS for ArcGIS—Defense Solution	\$9,500.00
	Annual Maintenance for PLTS for ArcGIS—Defense Solution	\$2,500.00
	PLTS for ArcGIS—Aeronautical Solution	\$9,500.00
	Annual Maintenance for PLTS for ArcGIS—Aeronautical Solution	\$2,500.00
	PLTS for ArcGIS—Foundation	\$4,750.00
	Annual Maintenance for PLTS for ArcGIS—Foundation	\$1,250.00
12	<b>GIS Data ReViewer (Single or Concurrent Use)</b>	
	GIS Data ReViewer	\$2,375.00
	Annual Maintenance for GIS Data ReViewer	\$625.00
	Map Production System—Atlas	\$2,375.00
	Annual Maintenance for Map Production System—Atlas	\$625.00
13	<b>Mobile GIS</b>	
13	<b>ArcPad</b>	
	ArcPad Single Use License	\$470.00
	ArcPad Single Use License Technical Support	\$295.00
13	<b>ArcPad Application Builder</b>	
	ArcPad Application Builder Single Use License	\$1,425.00
	ArcPad Application Builder Primary Maintenance	\$500.00
	ArcPad Application Builder Secondary Maintenance	\$300.00
	ArcPad 5.x/6.x Upgrade to 7.x	\$145.00
13	<b>StreetMap Mobile</b>	
13	<b>StreetMap Mobile—No Data</b>	
	StreetMap Mobile—No Data included (1–50 licenses)	\$77.00
	StreetMap Mobile—No Data included (51–100 licenses)	\$68.00
	StreetMap Mobile—No Data included (101–1,000 licenses)	\$48.00
	StreetMap Mobile—No data included (1,001 + licenses)	\$24.00
13	<b>StreetMap Mobile—No Data Upgrades</b>	
	StreetMap Mobile—No data included (1–50 upgrade licenses)	\$77.00
	StreetMap Mobile—No Data included (51–100 upgrade licenses)	\$68.00
	StreetMap Mobile—No Data included (101–1,000 upgrade licenses)	\$48.00
	StreetMap Mobile—No Data included (1,001 + upgrade licenses)	\$24.00
13	<b>StreetMap Mobile / ArcGIS Mobile—with Data Option</b>	
	StreetMap Premium Mobile Data (1–50 licenses)	\$100.00
	StreetMap Premium Mobile Data (51–100 licenses)	\$90.00
	StreetMap Premium Mobile Data (101–1,000 licenses)	\$80.00
	StreetMap Premium Mobile Data (1,001 + licenses)	\$50.00
14	<b>ESRI Developer Network (EDN)</b>	
	Annual License for ESRI Developer Network (EDN) without ArcView	\$1,451.00
	EDN with ArcView Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$1,934.00
	EDN with ArcEditor Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$2,902.00
	EDN with ArcInfo Desktop License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$3,869.00



<b>14</b>	<b>For Customers who already had EDN</b>	
	Add-on ArcView to a Current EDN Single Use License—One per EDN License	\$484.00
	Add-on ArcEditor to a Current EDN Single Use License—One per EDN License	\$1,451.00
	Add-on ArcInfo Desktop to a Current EDN Single Use License—One per EDN License	\$2,418.00
<b>14</b>	<b>Software Upgrades</b>	
	EDN with ArcView Upgrade to ArcEditor Single Use	\$967.00
	EDN with ArcView Upgrade to ArcInfo Desktop Concurrent Use	\$1,934.00
	EDN with ArcEditor Upgrade to ArcInfo Desktop Concurrent Use	\$967.00
	Technical Support (10 calls) for ESRI Developer Network (EDN)	\$2,000.00
	Instructor-Led Training (5 days) for ESRI Developer Network (EDN)	\$2,000.00
<b>15</b>	<b>Software Media Kits and Hardware Keys</b>	
	Additional Install Kit for ArcGIS Desktop 9.3	\$100.00
	Additional ArcGIS Hardware Key (USB)	\$50.00
	Additional ArcGIS Hardware Key (Parallel)	\$50.00
<b>16</b>	<b>Premium Support Services</b>	
	Standard Premium Support 36 hour block	\$8,000.00
<b>16</b>	<b>Installation Services</b>	
	ArcGIS Server Workgroup Basic Installation Service	\$3,100.00
	ArcGIS Server Workgroup Standard Installation Service	\$5,000.00
	ArcGIS Server Workgroup Advanced Installation Service	\$7,000.00
	ArcGIS Server Enterprise Basic Installation Service	\$5,000.00
	ArcGIS Server Enterprise Standard Installation Service	\$7,000.00
	ArcGIS Server Enterprise Advanced Installation Service	\$14,000.00
	ArcIMS Installation Service	\$5,000.00
	Tracking Server Installation Service	\$20,000.00
<b>17</b>	<b>Instructor-Led Training</b>	
	ESRI Site Training per Student, per Day at ESRI Learning Centers in the USA (Price effective 01/01/2008)	\$490.00
	Client Site Training per Class, per Day (12 Students) at Client Locations in the USA (Price effective 01/01/2008)	\$3,820.00
<b>17</b>	<b>Virtual Campus</b>	
<b>17</b>	<b>Individual Courses</b>	
	ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat	\$26.00
	ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat	\$52.00
	ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat	\$78.00
	ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat	\$104.00
	ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat	\$130.00
	ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat	\$156.00
	ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat	\$182.00
	ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat	\$208.00
	ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat	\$234.00
<b>17</b>	<b>ESRI Virtual Campus Annual User License Pricing</b>	
<b>17</b>	<b>Education Licenses (for all Virtual Campus courses)</b>	
	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 (\$10,000 Virtual Campus Dollar Value)	\$7,000.00
	Premium Annual User License (\$50,000 Virtual Campus Dollar Value)	\$30,000.00
	Premium Annual User License (\$100,000 Virtual Campus Dollar Value)	\$50,000.00
	Premium Annual User License (\$1,000,000 Virtual Campus Dollar Value)	\$500,000.00
	Premium One Year Extension Annual User License	\$600.00

## TIME AND MATERIALS RATE SCHEDULE

*Effective January 1, 2009*

Hourly time and materials labor rates have been provided for each labor category for calendar year 2009. The hourly labor rates for services that are performed after 2009 may be escalated in an amount not to exceed seven and one-half percent (7.5%) 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 and/or are more than twenty-five thousand dollars (\$25,000). Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percent complete.

### **Principal GIS Consultant/Program Manager**

**Hourly Rate: \$349/Hour**

Staff in this labor category work as Program Directors or Project Advisors providing project vision, strategic consulting, and program management activities for Geographic Information Systems (GIS) and Information Technology (IT) projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geo-spatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definition, application and database design, and system integration consulting. 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 in this labor category work with senior client staff in coordination with ESRI senior management to resolve issues and support successful project completion.

### **Senior GIS Consultant/Project Manager**

**Hourly Rate: \$264/Hour**

Staff in this labor category work as Project Managers or Project Advisors providing strategic consulting and project management activities for GIS and IT projects. These staff members have market/application domain expertise using extensive experience in GIS and related geo-spatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars, requirements definition, application and database design and system integration consulting. 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.

### **GIS Consultant/Project Manager**

**Hourly Rate: \$210/Hour**

Staff in this labor category provides day-to-day consulting and management for contracted projects within ESRI. These individuals work under guidance of senior ESRI managers described above 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, milestones and realistic schedules. These individuals work with ESRI administrative staff to ensure that progress and financial reporting are provided according to contract requirements.

### **Senior GIS System/Software Architect**

**Hourly Rate: \$272/Hour**

Staff in this labor category provides 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. This staff is 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 may serve as the Principal Investigator in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of GIS applications and related information technologies, and they may also provide specific expertise in areas such as web-based software applications, services oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with ESRI Commercial Off the Shelf (COTS) software products, software and database design methodologies, web, desktop and server software development languages, geospatial data formats, and other technologies.

**GIS System/Software Developer**

**Hourly Rate: \$221/Hour**

Staff in this labor category supports 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 Commercial Off the Shelf (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.

**GIS Technical Specialist/Engineer**

**Hourly Rate: \$171/Hour**

Staff in this labor category work collaboratively with software designers to perform software coding and writing software documentation according to design specifications developed by senior technical staff described above. As a group, these staff members are experienced in the coding of software, the creation of digital databases, and 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. This staff also develops effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

**GIS Database Specialist/Analyst**

**Hourly Rate: \$145/Hour**

Staff in this labor category provides 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 work flows in accordance with approved project plans and design parameters.



## EXHIBIT 1 SCOPE OF USE (E300 5/08C)

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

The scope of use for each ESRI Software identified below is described in the applicable footnotes listed in parentheses.

### Desktop GIS

- ArcReader (20 and 25)
- ArcView (1 or 2 and 25 and 44)
- ArcEditor (1 or 2 and 25, 26 and 44)
- ArcInfo (2, 25, 26 and 44)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

### Server GIS

- ArcGIS Server and Extensions
  - Workgroup (either 3, or 5, and 8, 9, 25, 28, 29, 30, 32, 38, 39, 40 and 45)
  - Enterprise (either 3, 4, or 5, and 8, 9, 25, 27, 31, 38, 39, 40 and 45)
- ArcIMS
  - ArcIMS and Extensions (either 3, 4, or 5, and 8, 10, and 31)
  - ArcIMS ArcMap Server (either 3, 4, or 5, and 31)
- Tracking Server (5 and 31)
- ArcGIS Image Server (either 3, 4, or 5, and 8, 31, and 42)
  - ArcGIS Image Server Service Editor (1)
- RouteMAP IMS (either 3, 4, or 5, and 8, 25 and 31)
- ArcGIS Business Analyst Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)

### Mobile GIS

- ArcPad (1, 12, 13 and 25)
- ArcPad Application Builder (1 and 25)
- ArcGIS Mobile Deployments (1, 15, 16 and 25)

### Developer GIS

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, 35, and 36)
- ArcGIS Engine Developer Kit and Extensions (1 and 14, 15, 22, 25, 26 and 43)
- ArcGIS Engine Runtime and Extensions (1, 15, 22, 25 and 26)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)

- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- NetEngine (1, 5, and 15)
- NetEngine Internet (5)

### GIS Viewers and Connectors

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS Explorer (20 and 25)
- ArcGIS For AutoCAD (1, 20 and 25)

### Business GIS

- ArcGIS Business Analyst (1 or 2 and 25 and 45)
- BusinessMAP (1 and 25)
- ArcLogistics (either 1 or 2 and 25)
- ArcLogistics Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)
- ArcLogistics Navigator Deployments (1, 15, and 16)

### Cartographic Production

- Maplex (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Map Production System-Atlas, Job Tracking for ArcGIS (JTX) (either 1 or 2), Job Tracking for ArcGIS Server (either 4 or 5, and 7)

### Web Services

- ArcGIS Online (6, 25, 33, 34, and 35)

### Data

- ESRI Data and Maps (either 1 or 5, and 23 and 37)
- Demographic Data (either 1, 2 or 5)
  - CommunityInfo
  - Retail Marketplace
  - Consumer Expenditure
- Community Tapestry Data (either 1, 2 or 5, and 21)
- Community Coder (either 1, 2, or 5, and 21)
- *Sourcebook•America* (1)
- ArcGIS Data Appliance—Server Bundle or Data Only (6, 23, and 25)
- StreetMap Premium (either 1, 2 or 5, and 23 and 25)

1. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single authorized end user to make a second copy for end user's exclusive use on a portable computer so long as only one (1) copy of the Software, Data, and Documentation is in use at any one time.
2. "Concurrent Use License." Licensee may install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired.

3. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
4. "Staging Server License." In addition to the Development Server License Rights, Licensee may use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
5. "Deployment Server License." In addition to the Staging Server License Rights, Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
6. Provided only as a Term License.
7. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.
9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.
10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS Java Archive (JAR) files without a license for the MapObjects—Java Edition Developer Kit.
11. Reserved
12. ArcPad SOFTWARE IS NOT LICENSED FOR NAVIGATIONAL USE.
13. "Dual Use License" means the Software may be installed on a desktop computer and may be used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer so long as the Software is only used by a single individual at any one (1) time.
14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
16. Licensee may deliver applications to its sublicensee(s) provided Licensee uses a written sublicense agreement that protects ESRI's rights in its Software, Data, Web Services, and Documentation to the same extent as the ESRI License Agreement including, but not limited to, the following terms:
  - a. Sublicensee may not reverse engineer, decompile, or disassemble the ESRI Software, Data, Web Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; transfer; or assign its rights under the license grant;
  - b. Sublicensee may not use any ESRI Software, Data, Web Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
  - c. Third-party dependent or required components are redistributable subject to permission from the owner or author.
17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
18. The Deployment license is per application per computer.
19. The MapObjects—Java Edition contains Java Archive files, which indicate they are authentic ESRI-certificated files when used over the Internet. Licensee shall not use ESRI certification or reference ESRI as a source of trusted content in any modified MapObjects Java Archive files. Licensee may deploy the unmodified Java class ESRI certified libraries as an integral part of the Licensee's application(s).
20. Licensee may reproduce and deploy the Software provided all of the following occur: (a) The Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the ESRI 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. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Community Tapestry market segmentation system.
22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and Server development and deployment. (b) An end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer. (c) The ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.

23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN Software and Data may be installed on multiple computers for use by any named EDN developer.
25. Use of included third-party owned data shall be subject to the Use of Data Restrictions found at <http://www.esri.com/legal/> for the specific Data accessed. The Use of Data Restrictions may be modified by ESRI from time to time. If a modification is unacceptable to Licensee, Licensee may cancel a subscription upon written notice to ESRI, or discontinue use of the Data or Web Services, as applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.
26. ArcSDE Personal is restricted to four (4) gigabytes of Licensee data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
28. Limited to ten (10) concurrent end users of non ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Products, ArcGIS Engine Products, and third party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from Web applications.
29. Can only be used with SQL Server 2005/2008 Express.
30. Restricted to a maximum total of four (4) gigabytes of Licensee data.
31. Redundant Software installation(s) for failover operations may be implemented 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. No redundant Software installation is permitted.
33. ArcGIS Online may only be utilized in conjunction with ArcGIS Desktop, ArcGIS Server (including the Web ADF), ArcGIS Mobile, ArcGIS Explorer Software, and the ArcGIS APIs (including JavaScript™ and Adobe® Flex®).
34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share client-side data cache derived from ArcGIS Online with other licensed end users or third parties.
36. Licensee may not download or store resulting data or information except for results derived from using ArcWeb Services Address Manager.
37. Data provided with StreetMap USA 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 calculating an alternate route if a turn is missed.
38. ArcGIS Server 3 D extension included with ArcGIS Server (Workgroup or Enterprise) Standard and Advanced may only be used for generating globe data cache(s), or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D Extension Software is permitted with ArcGIS Server Standard. ArcGIS Server 3D Extension can be used with ArcGIS Server Advanced if the additional license fees for the 3D extension have been paid.
39. Any editing functionality included with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) are permitted for use only with ArcGIS Server Advanced.
41. Reserved
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Image Server Service Editor for every four (4) cores of ArcGIS Image Server licensed. Additional Service Editor desktop deployments can be licensed for an additional fee.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the Engine Runtime Software.
44. For any operating system environment in which Licensee runs instances of the Concurrent Use license management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use license management software in a separate operating system environment for temporary failover support.
45. Data licensed with ArcGIS Business Analyst and ArcGIS Business Analyst Server are restricted to use with the respective Business Analyst extension and are not for general use with ArcGIS Desktop or ArcGIS Server Software.



## GENERAL LICENSE TERMS AND CONDITIONS (E200 6/08)

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

### ARTICLE 1—DEFINITIONS

**Definitions.** The terms used are defined as follows:

- a. "Beta" means any alpha, beta, or prerelease Software, Data, Documentation, or Web Services.
- b. "Data" means any ESRI or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes, licensed under this License Agreement.
- c. "Documentation" means all printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- d. "Samples" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
- e. "Software" means all or any portion of ESRI's proprietary software technology accessed or downloaded from an authorized ESRI Web site or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- f. "Term License" means licenses provided for use in a limited time period or on a subscription or transaction basis.
- g. "Web Services" means software services or ESRI or third-party data provided by ESRI that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet.

### ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Software, Data, Web Services, and Documentation are licensed and not sold. ESRI and its licensors own Software, Data, Web Services, and Documentation, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect Software, Data, Web Services, and Documentation from unauthorized use, reproduction, distribution, or publication. ESRI and its third-party licensors reserve all rights not specifically granted in this License Agreement including the right to change and improve Web Services.

### ARTICLE 3—GRANT OF LICENSE

**3.1 Grant of License.** Subject to the terms of this License Agreement, ESRI grants to Licensee a personal, nonexclusive, nontransferable license solely to

- a. Use the type and number of copies of Software, Data, and Documentation and access Web Services (i) for which the applicable license fees have been paid, (ii) for Licensee's own internal use, and (iii) in accordance with Exhibit 1 and the licensed configuration on file as authorized by ESRI.
- b. Access and use any secure ESRI Web site resources made available to Licensee for Licensee's own internal use, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information.

**3.2 Beta License.** Licensee may be accepted into a current Beta Testing Program.

- a. If accepted into the Beta Testing Program, ESRI will provide to Licensee access to Beta and will grant Licensee a personal, nonexclusive, nontransferable, royalty-free license to use Beta at the authorized and identified test sites solely for the purpose of testing Beta as delivered, in accordance with the Beta Testing Program guidelines and the terms of this License Agreement. This grant of license is effective from the date accepted into the program or date of receipt of any Beta until the date of the commercial release of Software from ESRI Customer Service or the date of termination of the Beta Testing Program for the specific Beta, whichever is sooner.
- b. Licensee agrees to provide suggestions or comments regarding performance, usability or effectiveness, bug reports, test reports, or other feedback (collectively, "Feedback") to ESRI with respect to Beta. ESRI retains title to such comments and may freely use, disclose, reproduce, license, distribute, and otherwise commercialize any Feedback.
- c. Beta and Feedback contain confidential information and trade secrets that are proprietary to ESRI. Licensee agrees to use commercially reasonable means (at least as great as those used by Licensee for its own confidential information) to maintain the integrity, confidentiality, and ESRI proprietary rights in Beta and Feedback.

- d. Beta is subject to change prior to its commercial release or may never be commercially released. Licensee acknowledges that Beta is not suitable or licensed for full use in any production system and accepts all responsibility for use and any results generated.

**3.3 Evaluation License.** ESRI may from time to time offer Term License(s) for Software, Data, Web Services, or Documentation for Licensee's evaluation only.

**3.4 Consultant or Contractor Access.** Subject to Section 3.1, ESRI grants Licensee the right to provide access to and use of Software, Data, Web Services, or Documentation to any consultant or contractor of Licensee exclusively for the benefit of Licensee. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement. Access to or use of Software, Data, Web Services, and Documentation by consultants or contractors not exclusively for the benefit of Licensee is prohibited.

## **ARTICLE 4—SCOPE OF USE**

### **4.1 Permitted Uses**

- a. Licensee may install and store Software, Data, and Documentation on electronic storage device(s).
- b. Licensee may make one (1) copy of Software, Data, and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in Documentation.
- d. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portion(s) of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of ESRI and its licensors: "Portions of this document include intellectual property of ESRI and its licensors and are used herein under license. Copyright © *[Insert the actual copyright date(s) from the source materials]* ESRI and its licensors. All rights reserved."

### **4.2 Uses Not Permitted**

- a. Except as provided herein, Licensee shall not sell, rent, lease, sublicense, lend, assign, or time-share Software, Data, Web Services, or Documentation. Licensee shall not act as a service bureau or commercial application service provider (ASP) that allows third-party access to Software, Data, Web Services, and Documentation. A commercial ASP means a Licensee who uses Software, Data, Web Services, or Documentation for a site or service and operates the site or the service for a profit or generates revenue by charging for access to the site or service.
- b. Licensee shall not redistribute Software, Data, or Web Services to unauthorized third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs without the prior written approval of ESRI.
- c. Licensee shall not reverse engineer, decompile, or disassemble Software, Data, Web Services, or Documentation except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- d. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measure(s) that controls access to or use of Software, Data, Web Services, and Documentation.
- e. Licensee shall not redistribute Software registration number/license authorization file(s), developer license file(s), or Web Services access codes to unauthorized third parties without the prior approval of ESRI.
- f. Licensee shall not use Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
- g. Licensee shall not remove or obscure any ESRI or its licensors' patent, copyright, trademark, or proprietary rights notices contained in or affixed to Software, Data, Web Services, or Documentation.
- h. Licensee shall not unbundle individual or component parts of Software or Data for independent use.

## **ARTICLE 5—TERM AND TERMINATION**

This License Agreement is effective upon acceptance. This License Agreement and any licenses granted hereunder shall continue until (i) such time that Licensee elects in writing to discontinue use of Software, Data, Web Services, or Documentation and terminates the license; (ii) expiration of a Term License; or (iii) either party terminates the license for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material breach of a nature that is impossible to cure. Upon termination of a license, Licensee shall (i) cease access and use of Web Services and clear Web Services client-side data cache and (ii) uninstall, remove, and destroy all Software, Data,



and Documentation and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such actions to ESRI.

## **ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS**

**6.1 Limited Warranties.** Except as otherwise provided in this Article 6, ESRI warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) media on which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

**6.2 Data and Web Services Disclaimer.** Data and Web Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND WEB SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, ESRI and its licensors do not warrant that Data and Web Services will meet Licensee's needs or expectations, that the use of Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and its licensors are not inviting reliance on Data or Web Services, and Licensee should always verify actual Data or Web Services.

**6.3 Special Disclaimer.** SAMPLES, HOT FIXES, EVALUATION SOFTWARE, AND BETA ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLES, HOT FIXES, EVALUATION SOFTWARE, AND BETA.

**6.4 Internet Disclaimer.** BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND (iii) NEITHER PARTY IS LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SERVICE.

**6.5 General Disclaimer.** EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. SOFTWARE, DATA, WEB SERVICES, AND DOCUMENTATION ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

**6.6 Exclusive Remedy.** Licensee's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at ESRI's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software subject to the ESRI Support Services Policy; or (iii) return of the license fees paid by Licensee for Software or Documentation that does not meet ESRI's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation and executes and delivers evidence of such actions to ESRI.

## **ARTICLE 7—LIMITATION OF LIABILITY**

**7.1 Disclaimer of Certain Types of Liability.** ESRI AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR USE OF SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION, 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.

**7.2 General Limitation of Liability.** EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, 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, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION PURSUANT TO THIS LICENSE AGREEMENT.

**7.3 Applicability of Disclaimers and Limitations.** Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Software, Data, Web Services, or Documentation or any other product or service delivered by ESRI. The parties agree that ESRI has set its prices and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **ARTICLE 8—INFRINGEMENT INDEMNITY**

**8.1** ESRI shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that Software infringes a U.S. patent, copyright, or trademark, provided

- a. Licensee promptly notifies ESRI in writing of the claim;
- b. Licensee provides documents clearly describing the allegations of infringement;
- c. ESRI has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- d. Licensee cooperates fully in the defense of the claim.

**8.2** If Software is found to infringe a U.S. patent, copyright, or trademark, ESRI, at its own expense, may either (i) obtain rights for Licensee to continue using Software or (ii) modify the allegedly infringing elements of Software while maintaining substantially similar software functionality or data/informational content. If neither alternative is commercially reasonable, the infringing item(s) shall be returned to ESRI, the license shall terminate, and Licensee shall uninstall the infringing items. ESRI's entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and to refund license fees paid by Licensee for the infringing item(s), prorated on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery.

**8.3** ESRI shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement of Software by (i) the combination of or integration with a product, process, or system not supplied by ESRI; (ii) material alteration by anyone other than ESRI or contractors acting on behalf of ESRI; (iii) use after Licensee has been notified of possible infringement; or (iv) use after modifications are provided or a return is ordered by ESRI under Section 8.2.

**8.4** In no event shall the indemnification set forth in this Article 8 apply to any Samples, hot fixes, Beta, or evaluation software delivered hereunder.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## **ARTICLE 9—GENERAL PROVISIONS**

**9.1 Future Orders.** Updates or released new Software, Data, Web Services, and Documentation may require additional or differing terms for use. New or updated Software, Data, Web Services, and Documentation shall be governed by the then-current ESRI license terms and conditions. Updated versions of the license terms and conditions will be available on ESRI's Web site, included with a quote, or included with the deliverable Software, Data, Web Services, or Documentation.

**9.2 Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release Software, Data, Web Services, or Documentation, in whole or in part, to (i) any U.S. embargoed country (or to a national or resident of any U.S. embargoed country); (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. 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 U.S. export laws as they may occur from time to time.

**9.3 Taxes and Fees, Shipping Charges.** License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

**9.4 No Implied Waivers.** The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**9.5 Severability.** The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

**9.6 Successor and Assigns.** Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this License Agreement without ESRI's prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding upon the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor that has acquired Software, Data, Web Services, or Documentation under contract to the government may assign this License Agreement to its government customer upon written notice to ESRI, provided the government customer assents to the terms of this License Agreement.

**9.7 Survival of Terms.** The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement shall survive the expiration or termination of this License Agreement.

**9.8 Equitable Relief.** Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, ESRI shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

**9.9 Government Licensee.** The Software, Data, Web Services, and Documentation are commercial computer software, commercial data, commercial computer software documentation, and commercial Web Services. This License Agreement contains ESRI's commercial license terms and conditions for such items. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of the Software, Data, Web Services, and Documentation. No other license terms or conditions shall apply unless expressly agreed in writing by ESRI and Licensee. ESRI Software source code is unpublished and all rights to the Software, Data, Web Services, and Documentation are reserved under copyright laws of the United States. In the event any court, arbitrator, or board holds that Licensee has greater rights to any portion of the Software, Data, Web Services, or Documentation under applicable public procurement law, such rights shall extend only to the portion affected, and use, duplication, or disclosure by Licensee is subject to restrictions as provided in FAR 52.227-19(b) (DEC 2007), FAR 52.227-14 (ALT III) (DEC 2007), DFARS 252.227-7015 (NOV 1995), or NFS 1852.227-86 (DEC 1987), or the local, state, or foreign equivalent, as applicable.

#### **9.10 Governing Law, Arbitration**

- a. *Licensees in the United States of America, Its Territories, and Outlying Areas.* This License Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles, except that U.S. federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a U.S. government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- b. *All Other Licensees.* Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof, which cannot be settled through negotiation, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The language of the arbitration shall be in English. The place of the arbitration shall be at an agreed-upon location. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

**9.11 Maintenance.** Maintenance for qualifying Software or Data consists of updates and other benefits such as access to technical support, specified in ESRI's most current applicable software maintenance policy.



# State of Idaho

Department of Administration  
Division of Purchasing

C.L. "BUTCH" OTTER

Governor

MIKE GWARTNEY

Director

BILL BURNS

Administrator

650 W State Street, Room B15

P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465

FAX (208) 327-7320

<http://www.adm.idaho.gov/purchasing/>

January 2, 2009

ESRI, Inc.

Attn: Doug Simms

380 New York St

Redlands CA 92373-8100

VIA FACSIMILE TRANSMISSION

909-793-5953

ORIGINAL MAILED

RE: Extension of Statewide Contract SBPO1295, a Statewide Contract for Geographic Information Systems (GIS) software and services for various State of Idaho Agencies, Institutions, and Departments

Expiring January 31, 2009

The State of Idaho would like to renew the above referenced statewide contract for a period of One (1) Year.

The contract renewal period commences February 1, 2009 to January 31, 2010.

If this is acceptable to your company, please sign in the appropriate space below and send back to the Division of Purchasing or you can fax back to this office at 208-327-7320.

Thank you for your consideration in this matter.

Sincerely,

APPROVED: ☒ YES ☐ NO

Gregory Lindstrom  
Purchasing Officer  
Idaho Division of Purchasing

GL:CC

Environmental Systems  
COMPANY: Research Institute, Inc. (ESRI)

BY: 

(Signature / Date)

JAN 05 2009

LAURA DANGERMOND

VICE PRESIDENT

(Printed Name)