

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701

State of Idaho

Statewide Blanket Purchase Order Contract Renewal

Statewide Blanket Purchase
Order
SBPO1218 - 08

DELIVER TO:

State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701

Date: Thu Feb 09, 2012

F.O.B.: Destination

Terms:

VENDOR:

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

Start of Service Wed Feb 01, 2012

Date

Sat Jan 31, 2015

End of Service


Date:

SOL#: RFQ04560

DOC#: PREQ9339

1 Header AttachmentsSBPO1218 amendmentBuyer: GREGORY LINDSTROM 208-332-1609

Item No	Description	Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		\$6,500,000.00
	Total:			\$NaN.00
Blanket Comments:	GEOGRAPHIC INFORMATION SYSTEMS (GIS) CONTRACT SBPO1218-07 RENEWAL			
	This contract renewal and the provisions hereof are hereby made part of that certain State of Idaho contract number SBPO1218-06, for GEOGRAPHIC INFORMATION SYSTEMS (GIS) dated DECEMBER 3, 2010 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:			
	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, 2012.			
	This contract is renewed for THREE (3) YEARS commencing FEBRUARY 1, 2012 and expiring JANUARY 31, 2015. The same terms, conditions and prices prevail for the contract renewal period.			
	The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.			
	SIGNED AND DATED ACCEPTANCE LETTER FROM ESRI, INC. ON FILE AT THE DIVISION OF PURCHASING			
Item No	Description	Quantity UOM	Unit Price	Extension

1	Geographic Information Systems (GIS) software and services (206-54) (nt)	1 YR	\$1,000,000.00	\$1,000,000.00
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	\$1,000,000.00	\$1,000,000.00
See File(s): 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	\$2,000,000.00	\$2,000,000.00
See File(s): ESRI_agreement2004MPA285.pdf				
4	2010-2011 Renewal of the ESRI Master Agreement 2004MPA285 for Geographic Information Systems Services (206-54) (nt)	1 YEAR	\$500,000.00	\$500,000.00
See File(s): 2010-11_Master Agreement Renewal.pdf				
5	2011-2012 Renewal of the ESRI Master Agreement 2004MPA285 for Geographic Information Systems Services (206-54) (nt)	1 LOT	\$500,000.00	\$500,000.00
See File(s): SBPO1218_Amendment 5.pdf				
6	Change Order -08 _three (3) year renewal of contract per attached Esri Amendment 6. (206-54) (nt)	3 YEAR	\$500,000.00	\$1,500,000.00
See File(s): ESRI_Amendment 6.pdf				
General Comments:				
Instructions: Freight / Handling Included in Price				
 2/8/15 Signed By: GREGORY D. LINDSTROM				
Print Award Document PO Options				

Award SBPO1218 requires Approval.
Forwarded to marklittle. Route 778.
Ccd to: (cc approvers thru next actual approver)
It can be located in My POs: In Approval under Approvals Manager



**Amendment 6
Master Purchase Agreement
No. 2004MPA285**

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

This Amendment 6 is entered into by and between Environmental Systems Research Institute, Inc. (Esri), and the State of Idaho (Idaho).

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

WHEREAS, the parties desire to amend the Agreement to update attachments, include additional terms and conditions and extend the term for an additional three (3) years from February 1st, 2012 through January 31st, 2015;

NOW THEREFORE, the parties agree to the following:

- 1) **Pursuant to Article 3 Term of Agreement.** The term of this MPA is extended until January 31st, 2015.
- 2) **Article 10 Pricing.** Add the following sentence to the first paragraph: "*Esri may update the MPA pricelist on a quarterly basis, for the sole purpose of adding new products. Esri may update the pricing in the MPA pricelist no more than once each calendar year upon written notice to Customer, except in the event pricing offered to the State of Idaho falls below the pricing in Esri's GSA Schedule. In the event of an update, Esri will provide to the State, an updated electronic copy of the MPA pricelist.*"
- 3) **Implementation Services Addendum for Services Packages, G-363-D.** G-363-D 11/1/2010 Implementation Services Addendum for Services Packages is hereby incorporated into the Agreement.
- 4) **Training Terms and Conditions, E207CW.** E207CW 7/11/2011 Training Terms and Conditions is hereby incorporated into the Agreement.
- 5) **Premium Support Services Agreement, E601.** E601 6/27/2011 Premium Support Services Agreement is hereby incorporated into the Agreement.
- 6) **Enterprise Advantage Program (EAP) MPA Addendum, E125.** E125-MPA 4/4/2011 Enterprise Advantage Program (EAP) MPA Addendum is hereby incorporated into the Agreement.
- 7) **Attachment A, Esri MPA Price List, E417M.** The existing Esri MPA Price List, E417 7/23/2010 is deleted and replaced with MPA Price List, E417M 4Q11. A copy of the E417M document is attached.
- 8) **Attachment B, Scope of Use Exhibit 1 E300.** The existing Scope of Use Exhibit 1 E300 7/16/2010 is deleted in its entirety and replaced with Scope of Use Exhibit 1 E300 9/29/2011.
- 9) **Attachment C, Time and Materials Rate Schedule, J-8410.** The existing 2011 Esri Time and Materials Rate Schedule J-8410 is deleted and replaced with the 2012 Time and Materials Rate Schedule J-8410.
- 10) **Attachment F, Esri U.S. Software Standard Maintenance Program.** The existing Esri U.S. Software Standard Maintenance Program is deleted and replaced with Esri U.S. Software Standard Maintenance Program 11/3/2010.
- 11) 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 4/19/2010 is incorporated into the Agreement and attached hereto.

Except as may be specifically modified by this Amendment 6, all other terms and conditions of the MPA and any Amendment(s) or Addendum(s) constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of this MPA. The parties

hereto have executed this Amendment 6 to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

**STATE OF IDAHO
(IDAHO)**

Signature: 

Printed Name: Gregory Lindstrom

Title: STATE'S IT Purchasing Officer

Date: 2/8/2012

**ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(Esri)**

Signature: 

Printed Name: Chris Johnson

Title: Manager, Domestic Contracts

Date: 02/02/2012



IMPLEMENTATION SERVICES ADDENDUM FOR SERVICES PACKAGES

1. DEFINITIONS

"Commercial off the Shelf Software" or "COTS Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri Web site or delivered on any media in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

"Services Output" means any output produced as a result of the Services provided by Esri under this Agreement. Services Output can include, but is not limited to, reports, training materials, and custom software code.

"Map Data" means any digital dataset(s) including geographic, vector data, coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of this Agreement.

"Services" means consulting support being performed by Esri in exchange for compensation from the Licensee.

"Services Package" means a predefined unit of Services provided at a firm fixed price as set forth in Esri's proposal.

2. RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri or its licensors own and retain all right, title, and interest in Services Output. Subject to the terms and conditions set forth in this Agreement, Esri hereby grants to Licensee a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce the Services Output in connection with Licensee's authorized use of the Esri COTS Software.

3. PATENTS AND INVENTIONS

Each party shall retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors (hereinafter called "Inventors") during the term of this Agreement. The parties shall jointly own any Inventions made or conceived jointly by Inventors from both parties.

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

A joint owner ("Assigning Owner") electing not to acquire or maintain protection of any Inventions in any country or countries shall assign its rights in such Inventions to the other joint owner ("Beneficial Owner") as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the name(s) of Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.

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

4. COMPENSATION

Services are provided and invoiced on a firm fixed price basis and the only deliverable is consulting time. Esri will invoice Licensee for all Services Packages ordered upon the issuance of a valid Purchase Order. The Purchase Order shall confirm the quantity and firm fixed price of the Services Packages ordered, as described in the Esri proposal or quotation, and

reference these terms and conditions. Esri standard payment terms are Net-30 days from receipt of an Esri invoice. Payment shall be made to the Esri address identified on original Esri invoices. For Services provided beyond the date the quote is effective or delivered in a new calendar year, Esri reserves the right to increase the Services Package price in accordance with Esri's most current price schedule. Esri's obligation for completion of the Services is limited to the hours outlined in the Services Package descriptions within Esri's statement of work. If additional time is required to complete Licensee's goals or activities set forth in the applicable statement of work, Esri and Licensee will amend the Purchase Order, as mutually agreed, by increasing the quantity of Service Packages ordered and issuing a new, or amended, Purchase Order. Esri may, at its sole discretion, stop work in order to avoid exceeding the total hours allotted in the applicable Services Package. Any unused hours or travel expenses remaining after the performance of a Services Package will expire and will not be available for performance at a later date. If funded Services Packages have not been performed within twelve (12) months of the Esri invoice date, the Services Package will expire and no refund will be provided. Any election to amend and add Services Packages shall not affect the rights or obligations of the parties under this Agreement.

5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of thirty (30) days from the date of performance that the Services will conform to the professional and technical standards in the software industry. During the limited warranty period, Licensee may require Esri to re-perform the Services, at no additional cost to the Licensee, if the Services do not substantially conform to the professional and technical standards of the software industry. Services Output is provided "AS IS" without warranty of any kind.

Disclaimer of Warranties

- A. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS AND THIS AGREEMENT EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- B. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY MAP DATA. MAP DATA MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. LICENSEE SHOULD NOT RELY ON ANY MAP DATA UNLESS LICENSEE HAS VERIFIED THE MAP DATA AGAINST ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

6. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

IN NO EVENT SHALL ESRI 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, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY THE LICENSEE FOR THE PORTION OF THE SERVICES UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. CONFIDENTIALITY

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

Except as provided in the preceding paragraph, Licensee shall not disclose the Services Output to employees or third parties without the advanced written consent of Esri. However, Licensee may, without such consent, make such disclosures to

employees to the extent reasonably required to allow Licensee to use the Services Output in a manner authorized under applicable licenses. Before disclosing all or any portion of the Services Output to employees or third parties as permitted in the preceding sentence, Licensee shall inform such employees or third parties of the obligations in this Agreement and obtain their agreement to be bound by them.

8. EXPORT CONTROLS

The disclosures permitted under Article 7, Confidentiality, shall not relieve Licensee of its obligation to maintain the Services Output in confidence and comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release Services Output 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 Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity where such export or reexport violates any U.S. export control laws or regulations including, but not limited to, the terms of any export license or license exception and any amendments and supplemental additions to U.S. export laws as they occur.

9. GENERAL PROVISIONS

9.1 Nonhire of Esri Personnel. Licensee will not directly solicit for hire any employee(s) of Esri's technical staff, who is (are) associated with Services called for under this project, and for a period of one (1) year after completion of the project. In the event the foregoing provision is breached, liquidated damages equal to twelve (12) months of the Esri employee's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by the Licensee to Esri. The foregoing shall in no way restrict Licensee from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

9.2 Taxes. Services provided are quoted exclusive of all state; local; value-added or other taxes, customs, or duties; or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's Services or Services Output, Licensee shall pay any such applicable tax upon receipt of written notice that such tax(es) is/are due.

9.3 UCC Inapplicability. Services provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

9.4 Order of Precedence. These terms and conditions supersede those outlined in any Licensee ordering or authorizing documents such as purchase orders. Any additional terms or conditions in Licensee ordering or authorizing documents are void and may be incorporated into this Agreement only via written amendment signed by both parties to be binding.

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

9.6 Equitable Relief. Licensee agrees that any breach of this Agreement by Licensee may cause Esri 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 to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its conflict of laws principles.

9.8 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements (including any attached purchase order terms and conditions) between the parties relating to such subject matter.



TRAINING TERMS AND CONDITIONS

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

This Training Agreement ("Agreement") is between you (hereinafter "**Client**") and **Environmental Systems Research Institute, Inc. ("Esri")**. Client acknowledges that Client has read and understood this Agreement and agrees to be bound by the terms and conditions hereof.

RECITALS

Client wishes to arrange for certain training in the use of GIS software. Esri is willing to conduct training courses and provide related services regarding the use of GIS software pursuant to the terms and conditions contained herein. The parties therefore agree as follows:

ARTICLE 1—TRAINING DESCRIPTION

Esri offers a set of instructor-led training and client coaching services related to the use of its proprietary GIS software. Instructor-led training events occur at a client's site, at an Esri Learning Center, or via the web in a cloud environment. The Esri software training courses offered, their location, the dates during which the courses are to be conducted, the number of participants, the prices to be paid, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations. Client coaching services may be provided immediately before or immediately following an Esri training course to familiarize the Student with the software or to review and practice course concepts with an instructor's guidance.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "**Student(s)**") on the scheduled dates. Esri will provide each Student with a course manual, where applicable.
- Esri will confirm Learning Center training event scheduled dates approximately ten (10) business days prior to the training event start date.
- Esri will confirm Client Site scheduled dates upon receipt of the completed Client Site Training Request Form and intended payment method.

ARTICLE 3—CLIENT'S RESPONSIBILITIES

- Client must ensure the protection of Esri's copyrights. Client shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s).
- Client is not authorized to resell seat(s) to an Esri training event, unless explicitly authorized in writing by Esri.
- Client must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in an Online Classroom training event. Esri reserves the right to disconnect any Students who permit access to unregistered Students.
- Client must confirm that all registered Students meet the minimum prerequisites for the applicable training event set forth on Esri's Training website.
- Client must submit registrations with a confirmed payment commitment at least seven (7) business days before the training event start date. If Client submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Client must submit to the Esri Training Event Assistant a list of the names of Students that are to attend any training event. Client must submit the list of Student names to Esri at least three (3) business days before the training event start date. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.

- Client is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export regulation requirements, course scheduling changes, or cancellations.
- Client must provide written notice to Esri's Customer Service department at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the training event start date.
- Client must complete and submit an Esri Client Site Training Request Form as well as ensure that it adheres to the course, facility, equipment, and Internet bandwidth and connectivity requirements for Esri Training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.
- If the Esri Mobile Lab equipment is utilized at Client's domestic site, then the following terms will apply:
 - Upon receipt, Client must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant.
 - Client must keep the Mobile Lab equipment in a secure, locked area between training event sessions.
 - Client must ensure that only registered Students use the Mobile Lab equipment.
 - Client is responsible for any and all loss of, damage to, or theft of the Mobile Lab equipment while in Client's possession.
 - Client warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law.
 - The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
 - Client shall make the Mobile Lab equipment available for freight pickup immediately on conclusion of the Esri course(s).

ARTICLE 4—INSURANCE AND INDEMNIFICATION

4.1 Insurance. Esri carries, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with minimum coverage of one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, including death, and property damage liability, to include the following:
 1. Premises and operations
 2. Blanket contractual liability
 3. Broad form property damage
 4. Independent contractors
 5. Personal injury, with employee exclusion deleted
 6. Completed operations
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

4.2 Indemnification. Esri will indemnify and hold harmless Client and each of its directors and officers (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments, and settlements, including all reasonable costs, expenses, and attorneys fees, arising out of any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents while engaged in or as a result of the training or coaching services provided by Esri pursuant to this Agreement while on Client's site.

ARTICLE 5—UNIQUE CLIENT COACHING PRIVACY TERMS

In the event Client coaching services are to be ordered, the following terms shall apply:

Client shall not provide to Esri or disclose to the instructor any personally identified information ("PII") (e.g., GLBA, HIPAA, CII from the US Department of Homeland Security), classified, and so forth, data for use in the coaching session. Notwithstanding anything in this Agreement to the contrary, Esri retains the right to refuse acceptance of any nonpublic personal information ("NPI") or Customer Information regardless of the form of disclosure. Esri will only accept receipt of information from Client that comports with the exceptions set forth in Subsections 4(B) and 4(C)(ii) of Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809) and implementing regulations thereof.

ARTICLE 6—SOFTWARE LICENSES

The terms of the Esri license agreement are applicable to all Students and cover all of Esri's software, data, and documentation licensed for use in any training course to be conducted. Esri may issue temporary software licenses for Client Site Training where there are an insufficient number of software licenses available at the Client's training facility. Upon conclusion of the training course or event, the Client must uninstall the temporary software licenses and return to Esri any media provided.

ARTICLE 7—CANCELLATION AND RESCHEDULING POLICY

7.1 Individual Student Seats

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. Should a Student substitution occur without three (3) business days' notification, a transfer fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center training event to another one (1) time at no additional charge provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a training event provided Esri's Customer Service department is notified three (3) business days in advance. If three (3) business days' notification is not provided, Students may be charged the full class fee.

7.2 Client Site/Private Class/Coaching Services (Training Event)

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. Should a Student substitution occur without notification three (3) business days in advance, a transfer fee may be assessed.
- A training event may be rescheduled by the client, provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. If appropriate notice of reschedule is provided, Client is responsible for Esri's reasonable travel expenses and shipping costs incurred.
- A training event may be canceled by the client provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. If appropriate notice of cancellation is provided, Client is responsible for any reasonable travel expenses and shipping costs. If a training event is canceled without appropriate notice, client is responsible for the full training event fee.

7.3 If cancellation of a training event is necessary due to Force Majeure as described in Article 11 below, the affected party is released in full from the three (3)-business day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

7.4 If Esri is unable to conduct the training on the scheduled date, Esri will notify Client at least three (3) business days before the scheduled date.

ARTICLE 8—PAYMENT

Accepted payment methods are found at <http://training.esri.com/gateway/index.cfm?fa=catalog.paymentdetails>.

If payment is made in the form of a purchase order, Esri shall invoice Client upon completion of each training course or immediately upon receipt of purchase order, as mutually agreed upon with the Client. Client shall make payment no later than thirty (30) days after receipt of invoice.

If Client is invoiced and pays that invoice prior to the scheduled training event, then Client has one (1) calendar year (twelve [12] consecutive months) from the date of the invoice to consume the training days. For a multiyear order, the training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.

ARTICLE 9—CONFIDENTIAL INFORMATION

Except as provided in Article 5, Unique Client Coaching Privacy Terms, Esri or Client may disclose to the other party certain confidential information under this Agreement. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this Agreement. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the confidential information of the other party.

ARTICLE 10—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 11—FORCE MAJEURE

If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 12—WARRANTY

Esri will provide training in a manner consistent with the technical and professional standards of the industry.

12.1 Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE DELIVERABLES ARE ERROR FREE.

ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY THE CLIENT FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 14—EXPORT CONTROL REGULATIONS

Esri technology is subject to US export control laws and regulations. Esri software, data, documentation, training materials, and any underlying information or technology may not be exported, reexported, or transferred in whole or in part to (i) any US embargoed or sanctioned country (including to a national or resident of a US embargoed or sanctioned country, currently including Cuba, Iran, North Korea, Sudan, and Syria); (ii) any person on the US Department of the Treasury's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity where such export or reexport violates any US export control law or regulation.

ARTICLE 15—TAXES

Training provided is quoted exclusive of all state, local, value-added, or other taxes; customs; or duties or other charges (other than income taxes payable by Esri). In the event such taxes or charges become applicable to Esri's training or deliverables, Client shall pay any such applicable tax upon receipt of written notice that such taxes or charges are due.

ARTICLE 16—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

ARTICLE 17—GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the state in which training is being held or, in the case of training provided over the Internet, the laws of the State of California, without reference to its conflict of laws principles.

ARTICLE 18—ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements (including any attached purchase order terms and conditions) between the parties relating to such subject matter. Client hereby acknowledges and represents that he/she has read and understands this Agreement and has the authority to bind his/her organization to these terms and conditions.



PREMIUM SUPPORT SERVICES AGREEMENT

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

This Premium Support Services Agreement ("PSS Agreement") is entered into by and between Environmental Systems Research Institute, Inc. ("Esri"), a California corporation located at 380 New York Street, Redlands, California 92373-8100, and the licensee listed below ("Licensee"). Esri and Licensee shall be referred to herein collectively as the "Parties" and individually as a "Party."

Premium Support Services ("PSS") is a program that provides enhanced support for Esri Software, Data, and Documentation licensed under the applicable Esri Software license agreement(s).

PSS is available only to licensees who are current on Esri's Standard Maintenance. Licensee must order Standard Maintenance to qualify for PSS. Esri reserves the right to make service substitutions and modifications to PSS offerings at any time.

The terms and conditions of the Esri License Agreement(s) for the affected Esri Software, Data, and Documentation govern any updates, patches, hot fixes, or software provided under PSS.

The Parties acknowledge that they have read and understand this PSS Agreement and agree to be bound by its terms and conditions.

ARTICLE 1—DEFINITIONS

Capitalized terms used in this PSS Agreement shall have the following meanings:

"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 an Esri License Agreement.

"Documentation" means all printed and digital materials, including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.

"GIS" means geographic information systems.

"Incident" means a communication via telephone or e-mail by Licensee to Support Services regarding technical problems with Software, Data, or Documentation.

"Licensees Authorized Contact(s)" or "LAC" means up to two individuals selected by Licensee to report Incidents to Support Services and work directly with Esri's Premium Support Coordinator regarding all such incidents.

"Premium Support Incident" means an Incident that is opened as a PSS Incident.

"Senior Support Analyst" means an experienced support analyst within Support Services.

"Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Standard Maintenance" means the general support and maintenance Esri makes available for unmodified Software, including Incident tracking, attempts to correct errors, new releases, and enhancements.

"Support Services" means Esri Support Services that provide technical assistance to Esri licensees.

"User Advocacy Group" means a group within Support Services created to improve Esri's ability to understand and respond to technical issues impacting Esri licensees.

ARTICLE 2—PREMIUM SUPPORT SERVICES PROGRAM

2.1 Premium Support Description. If Licensee is currently covered by Standard Maintenance for all of its Software, Licensee may order, on an annual basis, PSS under the terms and conditions of this PSS Agreement. PSS shall provide (1) a designated Premium Support Coordinator ("PSC"); (2) unlimited telephone and e-mail support accessible to Licensee twenty-four hours per day, seven days per week, three hundred sixty-five days per year (24/7/365); (3) Priority Incident Management; and (4) other additional enhanced support and services.

2.2 Premium Support Coordinator. Esri shall assign a PSC to Licensee. The assigned PSC shall work directly with LAC and shall oversee all of Licensee's open Premium Support Incidents.

PSC shall

- a. Be familiar with Licensee's GIS software architecture and infrastructure to perform the scope of support pursuant to this PSS Agreement;
- b. Verify that all open Premium Support Incidents of Licensee are prioritized above Incidents opened pursuant to Standard Maintenance;
- c. Work closely with Senior Support Analysts toward the resolution of all open Premium Support Incidents; and
- d. Provide LAC with a daily status update on all open Premium Support Incidents or as agreed upon by PSC and Licensee.

Esri may replace PSC during the term of this PSS Agreement with a written notification to Licensee.

2.3 Telephone and E-mail Support. Esri shall provide support to Licensee for Software by telephone or e-mail and shall include the following:

- a. LAC may open Incidents by calling Support Services or logging the Incidents via the PSS website. An e-mail acknowledgment shall be sent to LAC for a new Incident logged via the PSS website. The assigned PSC shall use commercially reasonable efforts to call or send an e-mail response within one (1) hour of receipt of a new Incident to notify Licensee that the logged Premium Support Incident is in the initial stage of review;
- b. LAC shall have the ability to log Premium Support Incidents via the telephone. Incidents logged in this manner will receive personalized messaging and Priority Incident Management; and
- c. PSC shall be available to LAC from 5:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, except on Esri holidays. In the event that PSC is not available during such time, LAC's telephone calls and e-mails will be routed to a Senior Support Analyst who can assist LAC. PSC will be notified of the Incident. Telephone calls and e-mails during all other times (after hours, weekends, and Esri holidays) will be routed to Senior Support Analysts.

2.4 Priority Incident Management. Priority Incident Management shall include the following:

- a. Premium Support Incidents reported by LAC will be given priority handling after the initial Premium Support Incident is created and documented;
- b. Software defects affecting Licensee will be a priority for discussion of the User Advocacy Group; and
- c. For identified Software defects that are approved for an out-of-cycle hot fix or patch, PSC shall assist in presenting the hot fix or patch to LAC and verify that the delivered hot fix or patch addresses the reported issue.

2.5 Other Additional Enhanced Support and Services. Esri shall provide additional offerings to Licensee as a part of PSS, which include, but are not limited to, the following:

- a. *Premium Support Website Access.* LAC shall have access to the PSS website. LAC shall have the ability to log and track the status and completion of all identified Premium Support Incidents on this website. LAC may log and view their Incidents and access other PSS-related tools and information through this website.
- b. *System/Environment Profile.* Through the PSS website, Licensee shall have access to an Esri database to enter and maintain data regarding Licensee's equipment, applications, and skill sets associated with Esri technology.
- c. *PSS Software Alert Newsletter.* Esri shall provide to Licensee a news bulletin that discusses key current issues in Software being investigated by Esri.

- d. *Quarterly Teleconference Meeting.* PSC and Licensee shall conduct a quarterly teleconference meeting to discuss Licensee's Premium Support Incidents. Esri shall make available the assigned Account Manager, PSC, Premium Support Manager, and other Esri staff as deemed necessary by Esri.

Details of all PSS offerings can be found at www.esri.com/services/pss/components.html.

ARTICLE 3—RESTRICTIONS AND EXCLUSIONS

3.1 Defense or Military Application. Licensee must inform Esri if any of the services provided or to be provided by Esri pursuant to this PSS Agreement are directly related to a defense article as defined in 22 C.F.R. § 120.6 or for a military application, before such services are provided by Esri.

3.2 Excluded Software. PSS is not available for third-party software. Esri is not responsible for errors attributable to third-party software used in conjunction with or built upon Software.

3.3 English Language. All communications will be conducted in the English language except by agreement of both Parties.

3.4 Acknowledgment. Licensee acknowledges and agrees that the report of an error or defect of any Software is not a guarantee that it can or will be corrected. At Esri's sole discretion, Software is corrected on a priority basis and is subject to release schedules determined by Esri.

3.5 Current on Maintenance. Licensee shall remain current on Standard Maintenance during the term of this PSS Agreement. Standard Maintenance is described in the Esri US Software Maintenance Program at <http://www.esri.com/legal/pdfs/us-sw-maintenance.pdf>, which may be changed from time to time.

3.6 Hardware Support. Esri does not provide support for hardware, including but not limited to, graphics cards, monitors, plotters, graphics printers, digitizers, and modems, except to answer questions regarding how standard, supported devices interface with Software.

3.7 Exceptions to PSS. The following are not covered by this PSS Agreement:

- a. Any problem resulting from Licensee's misuse, improper use, unauthorized modification, or damage of the Software or Licensee's combining or merging the Software with any hardware or software not supplied or identified as compatible by Esri;
- b. Any problem resulting from third-party hardware or software;
- c. Errors in any version of the Software other than the officially supported version of Software; and
- d. Any on-site support or implementation services on-site or otherwise, including, but not limited to, those provided by Esri Professional Services or any third party.

ARTICLE 4—TERM AND TERMINATION

4.1 Term. The term of this PSS Agreement commences on the Effective Date. Licensee may automatically renew this PSS Agreement on an annual basis pursuant to Article 5 of this PSS Agreement provided the Licensee is current on Standard Maintenance.

4.2 Termination for Convenience. Either Party may elect not to renew this PSS Agreement for its sole convenience at the end of any term. Either Party shall provide the other written notice of termination no less than ninety (90) calendar days prior to the end of any term.

4.3 Termination. Either Party may terminate this PSS Agreement for a material breach that is not cured within ten (10) calendar days after written notice to the other Party, or for bankruptcy or insolvency of the other Party. In the event of termination for a material breach, the due dates of all invoices for amounts owed by Licensee to Esri shall be accelerated automatically so that such amounts become due and payable on the effective date of termination, regardless of the payment term provisions set forth in this PSS Agreement. Except where a provision specifically provides otherwise, any cause of action or claim of one Party accrued to or to accrue because of any breach or default of the other Party, and any accrued license rights shall survive to the degree necessary to permit their complete fulfillment or discharge.

ARTICLE 5—COMPENSATION

5.1 Pricing. Pricing for the annual renewals and any new Support Service offerings shall be in accordance with Esri's most current price schedule at the time of purchase or renewal.

5.2 Invoices. Licensee shall issue a purchase order upon execution of this PSS Agreement, and Esri shall issue an invoice to Licensee. No later than ninety (90) calendar days prior to the expiration of the then current term of this PSS Agreement, Esri shall provide Licensee with a quote for the annual renewal of this PSS Agreement. In the event Licensee issues a purchase order for the annual renewal, Esri shall issue an invoice to Licensee.

5.3 Purchase Order Requirements

- a. Any purchase orders issued by Licensee shall reference and be subject to the terms and conditions of this PSS Agreement. No additional or different term contained in a purchase order or ordering document shall be binding.
- b. The following information shall be included in each purchase order:
 - (1) Licensee's name and Esri customer number;
 - (2) Purchase order number;
 - (3) Applicable annual payment due; and
 - (4) On the face of the purchase order, print the following statement: "Subject to PSS Agreement No. _____."
 - (5) Information regarding LAC in the following manner:
 - a) Contact Name(s):
 - b) Telephone:
 - c) Fax:
 - d) E-mail:
 - e) Address:

Licensee may replace LAC during the term of this PSS Agreement by providing written notification to the PSC.

ARTICLE 6—CONFIDENTIALITY

6.1 Confidential Information. Each Party acknowledges that it may receive confidential information from the other Party pursuant to this PSS Agreement. "Confidential Information" means any information designated in writing as Confidential Information by the disclosing Party. During the period this PSS Agreement is in effect, and at all times thereafter, each Party shall (a) safeguard the Confidential Information with the same degree of care that it uses to protect its own Confidential Information, but no less than reasonable care; (b) maintain the confidentiality of such information; (c) not use such information except as permitted under this PSS Agreement; and (d) not disseminate, disclose, sell, publish, or otherwise make available such information to any third party without the prior written consent of the disclosing Party. Each Party warrants to the other that the disclosure of Confidential Information is in compliance with all relevant agreements with third parties and applicable laws, including export control laws. Either Party may disclose Confidential Information to its attorneys or advisors under the obligation of confidentiality. Esri reserves the right to refuse to accept any software, application, component, source code, data, geodatabase, or other information or technology subject to contractual or legal restrictions that prohibit use by Esri to support Licensee.

The restrictions in the preceding paragraph do not apply to any information that (a) is already lawfully in the other Party's possession (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of a Party; (c) is disclosed to the other Party by a third party who may transfer or disclose such information without restriction; (d) is required to be disclosed by a Party as a matter of law; (e) is disclosed by a Party with the other Party's prior written approval; and (f) is independently developed by a Party without any use of Confidential Information of the other Party. In all cases, each Party shall use all reasonable efforts to give the other Party ten (10) calendar days prior written notice of any disclosure of Confidential Information under this PSS Agreement.

The access code or password for the PSS website is Confidential Information of Esri. Licensee's data contained in the Esri PSS website database is Confidential Information of Licensee.

6.2 Return of Materials. Within sixty (60) calendar days of termination of this PSS Agreement, each Party shall either return the Confidential Information to the disclosing Party or destroy and provide a certification of destruction of the Confidential Information of the disclosing Party. Any other exchange of confidential information between the Parties will require execution of a nondisclosure agreement signed between the Parties separate from this PSS Agreement.

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

7.1 Limited Warranties and Disclaimers. All services provided pursuant to this PSS Agreement shall be performed in a professional and workmanlike manner. This PSS Agreement is subject to the terms and conditions of the agreement(s) between Esri and Licensee listed in this PSS Agreement and the Esri US Software Maintenance Program at <http://www.esri.com/legal/pdfs/us-sw-maintenance.pdf>, which may be changed from time to time.

7.2 General Disclaimer. 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 PREMIUM SUPPORT OR ANY SERVICES PROVIDED HEREUNDER WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PREMIUM SUPPORT IS NOT DESIGNED 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.

7.3 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 THIS PSS AGREEMENT OR SERVICES PURSUANT TO THIS PSS AGREEMENT.

7.4 Error and Nonconformities Disclaimer. ESRI SHALL NOT BE RESPONSIBLE FOR ANY ERROR OR NONCONFORMITIES ATTRIBUTABLE TO A MODIFICATION TO ESRI SOFTWARE, DATA, AND DOCUMENTATION; LICENSEE'S OR ITS LICENSOR'S SOFTWARE, APPLICATION, COMPONENT, SOURCE CODE, DATA, GEODATABASE, OR OTHER INFORMATION OR TECHNOLOGY; OR THIRD-PARTY APPLICATIONS MADE BY OR AT THE DIRECTION OF LICENSEE.

ARTICLE 8—LIMITATION OF LIABILITY

8.1 Disclaimer of Certain Types of Liability. ESRI 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 ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS PSS AGREEMENT OR SERVICES PURSUANT TO THIS PSS AGREEMENT, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.2 General Limitation of Liability. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR THIS PSS AGREEMENT.

8.3 Applicability of Disclaimers and Limitations. The Parties agree that Esri has set its prices and entered into this PSS 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 9—GENERAL PROVISIONS

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

9.2 Non-Solicitation of Esri Personnel. Licensee shall not solicit for hire any member of Esri's technical staff who is associated with this PSS Agreement while the PSS Agreement is in effect and for a period of one (1) year thereafter. If this provision is breached, liquidated damages equal to twelve (12) months of the Esri's technical staff's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by Licensee to Esri.

9.3 UCC Inapplicability. Any of the services provided pursuant to this PSS Agreement shall not be governed by the Uniform Commercial Code ("UCC") and shall not be deemed "goods" as defined by the UCC.

9.4 Severability. If any provision of this PSS Agreement is determined to be invalid, illegal, or unenforceable, the Parties agree that the remaining provisions of this PSS Agreement shall remain in full force if both the economic and legal substance of the transactions contemplated by this PSS Agreement are not affected in any manner that is materially adverse to either Party by severing the provision determined to be invalid, illegal, or unenforceable.

9.5 No Implied Waiver. The failure of either Party to enforce any provision of this PSS 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.

9.6 Assignment and Delegations. Esri may, in whole or in part, assign any of its rights or delegate any performance pursuant to this PSS Agreement, provided that Esri shall remain responsible for the performance of delegates.

9.7 Export Control. Esri's technology is subject to US export control laws and regulations. Software, Data, Documentation, and any underlying information or technology may not be exported, reexported, or provided in whole or in part to (i) any country to which the United States has embargoed goods; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any US export control law or regulation.

9.8 Governing Law and Arbitration. This PSS Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Any controversy or claim arising out of or relating to this PSS 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, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a US Government agency, this PSS Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC §§601–613), in lieu of the arbitration provisions of this clause.

9.9 Headers. Headers are for convenience only and are not to be used in the interpretation of this PSS Agreement.

9.10 Taxes. Services provided are quoted exclusive of all state, local, value-added, or other taxes, and customs, duties, or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's services provided pursuant to this PSS Agreement, Esri Software, Data, or Documentation, Licensee shall pay any such applicable taxes and/or charges upon receipt of written notice that such taxes and/or charges are due.

9.11 Entire Agreement. This PSS Agreement constitutes the sole and entire agreement of the Parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the Parties relating to such subject matter. Additional or different terms included with an order or other document of Licensee shall not be binding upon Esri. Any modification(s) or amendment(s) to this PSS Agreement must be in writing and signed by an authorized representative of each Party.



**ENTERPRISE ADVANTAGE PROGRAM (EAP)
ENTERPRISE LICENSE AGREEMENT (MPA)
ADDENDUM (E125)**

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

EAP Agreement No. _____

This Enterprise Advantage Program (EAP) Master Purchase Agreement (MPA) Addendum is composed of this page and the related Terms and Conditions contained in Articles 1 through 12 below. This EAP MPA Addendum adds additional terms and conditions to the MPA with respect to the EAP.

Esri offers an Enterprise Advantage Program to Licensees that are implementing or have implemented a geographic information system (GIS) enterprise solution based on Esri technology. Licensee agrees to contract with Esri for and Esri agrees to provide Licensee with certain enhanced consulting services, training, and support available under the Enterprise Advantage Program for the authorized Licensee location as described herein. The Enterprise Advantage Program is not designed for Esri to provide project-specific professional services (e.g., application or database development for solutions or applications).

All Licensee contact regarding EAP activities shall be through the point of contact identified below.

**Authorized EAP Contact Information
(to be completed by Licensee)**

Contact: _____ Telephone: _____
Address: _____ Fax: _____
City, State, ZIP: _____ E-mail: _____

This EAP MPA Addendum supersedes any previous agreements or understandings related to the Enterprise Advantage Program. All other terms and conditions of the MPA and any preceding addenda will remain in full force and effect.

ARTICLE 1—DEFINITIONS

Capitalized terms that have not been defined in this EAP MPA Addendum shall have the meaning found in the applicable Esri license agreement.

"Incident" means a communication via telephone or e-mail by Licensee to Support Services regarding technical problems with Software, Data, or Documentation.

"Map Data" means any digital dataset(s), including geographic data, vector data coordinates, raster data, or associated tabular attributes supplied or used in the performance of this EAP MPA Addendum.

"PSS" means Premium Support Services.

"Secure Formats" means object code, executable code, or similar formats.

"Term" means the initial term of this EAP MPA Addendum.

"Work Product" means reports, documented analysis, sample code, prototype/unsupported code, or technical memorandums provided under this EAP MPA Addendum.

ARTICLE 2—ENTERPRISE ADVANTAGE PROGRAM

2.1 Enterprise Advantage Program Description. The Enterprise Advantage Program is a menu of services, training, and support that provides Licensee with the flexibility to select components that best meet its needs. The Enterprise Advantage Program components include the following:

- a. *Technical Advisor.* An Esri Technical Advisor who has expertise in Esri GIS software capabilities and has the ability to analyze and assess optimal solutions in the context of GIS enterprise implementation will be assigned to Licensee. Licensee will receive up to the number of ordered Technical Advisor hours. Licensee may elect to retain additional Technical Advisor Services for a supplemental price. Technical Advisors are not substitutes for services provided by Esri Support Services or Professional Services. Licensee will continue to contact Esri Support Services as the first point of contact for all technical support inquiries. If a custom application or other services are required, Licensee will need to enter into an agreement for use of Esri Professional Services. If Licensee requests the Technical Advisor to come to Licensee's site, Licensee will pay reasonable travel costs. The Technical Advisor in coordination with the Account Manager shall
 - (1) Advise Licensee on GIS strategies, architectures, and product selection;
 - (2) Advise Licensee on training needs, available business partner solutions, consulting support requirements, and business case development;
 - (3) Act as Licensee's technical advocate in dealing with Esri;
 - (4) Participate in annual account reviews; and
 - (5) Serve as point of escalation if Licensee is not satisfied with the resolution of an incident through Esri Support Services.
- b. *Annual Account Review.* Licensee may attend a one (1)-day annual GIS strategy and account review with Licensee's Account Manager and Technical Advisor at Esri headquarters in Redlands, California. Key Esri technical and industry specialists may also attend the review to answer questions and discuss Licensee's ideas and suggestions regarding Esri software and support strategies. Licensee is responsible for its own travel expenses. As an option to hosting the review in Redlands, Esri may conduct the review at the appropriate Esri regional office as mutually agreed, and Esri's Redlands staff will have the option to participate either by telephone or by webcast.
- c. *Learning and Services Credits*
 - (1) Licensee will receive the number of ordered Learning and Services Credits. Licensee may use the credits toward any combination of consulting services support, training, premium support, or related travel expenses as described below.

- (2) Licensee may order, for an additional price, additional Learning and Services Credits either (i) as a block of fifty (50) credits or (ii) as a block of one hundred (100) credits, not to exceed a total of two hundred (200) credits during the Term or each Renewal Period of this EAP MPA Addendum. If Licensee requests additional Learning and Services Credits over and above the initial two hundred (200) credits provided for in this paragraph, Licensee must order Learning and Services Credits along with additional Technical Advisor Services.
- (3) Learning and Services Credit may be exchanged as follows:

Technical Consulting Services Support consisting of review of technology strategy, systems design, prototyping, and other general technical consulting services support activities (Any project-related activities requiring a deliverable other than consulting time will be scoped, budgeted, and scheduled through a separate agreement.)	1 credit = 2 hours
Annual Premium Support Unlimited	75 credits = Unlimited Incidents
Instructor-Led Training (one [1] person at an Esri Facility) or Virtual Classroom	1 credit = 1 day
Client Site or Private Esri Site Training Event (for up to twelve [12] people)	9 credits = 1 day
Additional Student	0.75 credits = 1 day
Coaching Services (for up to fifteen [15] people)	9 credits = 1 day
Virtual Campus Annual User License	1 credit = 480 Virtual Campus dollars
Related Esri travel and per diem expenses	as quoted

Note: Offerings above may be added or removed from time to time in conformance with the EAP requirements.

- (4) Unused Learning and Services Credits may be carried over to future years as long as Licensee remains an Esri Enterprise Advantage Program member. If this EAP MPA Addendum expires (exclusive of termination for default), any unused credits will expire six (6) months after the expiration of this EAP MPA Addendum; however, the Technical Advisor Services will not be available during this post-Term period.
- (5) Esri will provide EAP Contact with a monthly report outlining usage of Enterprise Advantage Program Learning and Services Credits to date.

- d. *Exclusive Enterprise Webcast.* Esri will provide an e-mail invitation to the EAP Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.

2.2 Learning and Services Credit Use

- a. *Authorization of Credit Use.* Licensee will contact its Account Manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit to Licensee a Learning and Services Credit estimate by e-mail for confirmation and authorization for use of the credits.
- b. *Travel and Per Diem.* Any Esri travel and per diem will be quoted separately. Licensee may direct Esri to use credits for travel and per diem as stated in Enterprise Advantage Program Description, Section 2.1 above, or Licensee will issue a purchase order and Esri will invoice Licensee for the travel and per diem expenses as described below in Article 6.
- c. *Notification of Consumed Credits.* Esri will notify Licensee in the event the authorized Learning and Services Credits are consumed prior to completion of the requested work. Licensee may elect to direct use of additional credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to discontinue work when the authorized credits are consumed.
- d. *Review of Proposed Activities.* Any activities proposed to be completed under the Enterprise Advantage Program will be subject to review and approval by Esri to ensure alignment with the intent of the program.

2.3 Defense or Military Application. At the time the Learning and Services Credits are requested or before any services are provided by the Technical Advisor, Licensee will inform Esri if any of the requested services, consulting, training, or support provided by Esri is directly related to a defense article or for a military application.

ARTICLE 3—LICENSE GRANT

3.1 Training. The terms of the Esri License Agreement shall be applicable to all Licensee course participants and for all of Esri's Software, Data, Web Services, and Documentation licensed for use in any training course to be conducted. Esri may issue temporary Software licenses when there is an insufficient number of Software licenses available at Licensee's training facility. Upon conclusion of the training event, Licensee shall uninstall the temporary Software licenses and return to Esri any media provided.

3.2 Work Product. Esri hereby grants to Licensee a nonexclusive, royalty-free license in the Work Product to use in connection with Licensee's authorized use of the Software and Data for support of which the Work Product was supplied.

3.3 PSS. The terms and conditions of the License Agreement for the affected Software will govern any updates, patches, hot fixes, or software provided under this EAP MPA Addendum.

ARTICLE 4—WARRANTIES AND DISCLAIMERS

4.1 Warranties and Disclaimers

- a. All services, training, and Work Products will be provided in a professional and workerlike manner.
- b. Esri warrants for a period of thirty (30) days after delivery of the services that the services will conform to professional and technical standards of the software industry.
- c. *Map Data Disclaimer.* Map Data may contain some nonconformities, defects, errors, or omissions. MAP DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the Map Data will meet Licensee's needs or expectations, that the use of the Map Data will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on the Map Data, and Licensee should always verify actual Map Data.

4.2 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 THE ENTERPRISE ADVANTAGE PROGRAM OR ANY WORK PRODUCT PROVIDED HEREUNDER 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. WORK PRODUCT IS 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.

ARTICLE 5—LIMITATION OF LIABILITY

5.1 Disclaimer of Certain Types of Liability. ESRI IS NOT 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 ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS EAP MPA ADDENDUM OR USE OF THE WORK PRODUCT, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

5.2 General Limitation of Liability. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER FOR DIRECT DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE EAP PROGRAM.

5.3 Applicability of Disclaimers and Limitations. The parties agree that Esri has set its prices and entered into this EAP MPA Addendum 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 APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 6—COMPENSATION

6.1 The fees for the initial term of the EAP are included in the MPA Fees. Fees for additional Learning and Services Credits or Technical Advisor Services will be invoiced upon receipt of Licensee's order. Licensee shall pay Esri within thirty (30) calendar days of receipt of invoice.

6.2 Pricing for new or additional Esri service offerings will be in accordance with Esri's most current price schedule at the time of purchase.

6.3 Licensee may elect to use Learning and Services Credits for actual travel expenses of Esri employees plus a standard burden or to be invoiced at the actual cost for travel expenses plus a standard burden. Meals will be charged on a per diem basis.

ARTICLE 7—TERM AND TERMINATION

7.1 The Term of this EAP MPA Addendum shall run concurrent with the term of the MPA.

7.2 Either party may elect not to renew the EAP MPA Addendum for its sole convenience at the end of any term upon thirty (30) days' written notice to the other party, in which event the EAP shall expire.

7.3 Either party may terminate this EAP MPA Addendum for a material breach that is not cured within ten (10) days after written notice to the other party or for bankruptcy or insolvency of the other party.

7.4 Upon termination or expiration of this EAP MPA Addendum

- a. Except when termination results from nonrenewal, all outstanding Learning and Services Credits shall be subject to cancellation, acceptance, or rejection at the sole discretion of Esri.
- b. In the event of termination for a material breach, the due dates of all invoices for amounts owed by Licensee to Esri shall be accelerated automatically so that such amounts become due and payable on the effective date of termination, regardless of the payment term provisions set forth in this EAP MPA Addendum.
- c. Except where a provision specifically provides otherwise, any cause of action or claim of one (1) party accrued to or to accrue because of any breach or default of the other party and any accrued license rights shall survive to the degree necessary to permit their complete fulfillment or discharge.

ARTICLE 8—CONFIDENTIALITY

8.1 **Confidential Information.** It may be necessary for Esri or Licensee to disclose to the other party certain confidential information under this EAP MPA Addendum. The access code or password for the PSS website, information disclosed at review sessions, and any Work Product are confidential information of Esri. Licensee data contained in the Esri PSS website database is confidential information of Licensee. Each party shall use the confidential information described above only for exchanging information needed to provide the PSS contemplated by this EAP MPA Addendum. Within sixty (60) days of termination of this EAP MPA Addendum, each party shall return or destroy and provide a certification of destruction of the confidential information of the other party.

8.2 Work Product

- a. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Work Product delivered only in Secure Formats. For Work Product delivered in source code or other human-readable formats, Licensee will have met its obligations under this EAP MPA Addendum if its disclosure of Work Product is limited to such items in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Work Product is withheld from such disclosure, and the person or entity in receipt of such Work Product similarly agrees not to perform such acts or allow others to do so.
- b. Except as provided in the preceding paragraph, Licensee shall not disclose the Work Product to employees or third parties without the advance written consent of Esri. However, Licensee may, without such consent, make such disclosures to employees to the extent reasonably required to allow Licensee to use the Software or Data in a manner authorized under applicable licenses.

- c. The disclosures permitted under this section shall not relieve Licensee of its obligation to maintain the Work Product in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Work Product to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this EAP MPA Addendum and obtain their agreement to be bound by them.

8.3 Excluded Confidential Information. Licensee shall not provide to Esri or disclose to the instructor any data or information that is personally identified information (PII), including, but not limited to, GLBA or HIPAA type data or information, or critical infrastructure information (CII) from the US Department of Homeland Security. Notwithstanding anything in this Addendum to the contrary, Esri retains the right to refuse acceptance of any nonpublic personal information (NPI) or customer information regardless of the form of disclosure. Esri will only accept receipt of information from Licensee that comports with the exceptions set forth in Subsections 4(B) and 4(C)(ii) of Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809) and implementing regulations thereof.

8.4 Other Exchange of Confidential Information. Any other exchange of confidential information between the parties shall require execution of a nondisclosure agreement signed between the parties separate from this EAP MPA Addendum.

ARTICLE 9—PREMIUM SUPPORT SERVICES TERMS AND CONDITIONS

9.1 Premium Support Services. Should the Licensee choose to use Learning and Services Credits for PSS, the terms of this Article 9 shall also apply.

9.2 Premium Support Availability. Licensee may use Learning and Services Credits for PSS (annually) for any product covered under Esri's standard maintenance subscription, provided that Licensee is current on maintenance for applicable Esri Software. Esri shall provide PSS for the Term of the EAP MPA Addendum.

9.3 Premium Support Description. PSS shall provide (1) a designated Premium Support Coordinator ("PSC"), (2) unlimited telephone and e-mail support accessible to Licensee twenty-four hours per day, seven days per week, three hundred sixty-five days per year (24/7/365), (3) Priority Incident Management, and (4) other additional enhanced support and services.

9.4 Premium Support Coordinator. Esri shall assign a PSC to Licensee. The assigned PSC shall work directly with Licensee's Authorized Contact ("LAC") and shall oversee all of Licensee's Premium Support Incidents. Licensee may select up to two (2) individuals to report Premium Support Incidents to Support Services and work directly with PSC regarding all such Incidents.

The PSC shall

- a. Be familiar with Licensee's GIS software architecture and infrastructure to perform the scope of support pursuant to this Article 9;
- b. Verify that all open Premium Support Incidents of Licensee are prioritized above Incidents opened pursuant to standard maintenance;
- c. Work closely with Senior Support Analysts toward the resolution of all open Premium Support Incidents; and
- d. Provide LAC with a daily status update on all open Premium Support Incidents or as agreed upon by PSC and Licensee.

Esri may replace PSC during the Term of the EAP MPA Addendum with a written notification to Licensee.

9.5 Telephone and E-mail Support. Esri shall provide support to Licensee for Software by telephone or e-mail and shall include the following:

- a. LAC may open an Incident by calling Support Services or logging the Incidents via the PSS website. An e-mail acknowledgment shall be sent to LAC for a new Incident logged via the PSS website. The assigned PSC shall use commercially reasonable efforts to call or send an e-mail response within one (1) hour of receipt of a new Incident to notify Licensee that the logged Premium Support Incident is in the initial stage of review;
- b. LAC shall have the ability to log Premium Support Incidents via the telephone. Incidents logged in this manner will receive personalized messaging and Priority Incident Management; and

- c. PSC shall be available to LAC from 5:00 a.m. to 5:00 p.m., Pacific Standard Time, Monday through Friday, except on Esri holidays. In the event that PSC is not available during such time, LAC's telephone calls and e-mails will be routed to a Senior Support Analyst who can assist LAC. PSC will be notified of the Incident. Telephone calls and e-mails during all other times (after hours, weekends, and Esri holidays) will be routed to Senior Support Analysts.

9.6 Priority Incident Management. Priority Incident Management shall include the following:

- a. Premium Support Incidents reported by LAC will be given priority handling after the initial Premium Support Incident is created and documented;
- b. Software defects affecting Licensee will be a priority for discussion of the User Advocacy Group; and
- c. For identified Software defects that are approved for an out-of-cycle hot fix or patch, PSC shall assist in presenting the hot fix or patch to LAC and verify that the delivered hot fix or patch addresses the reported issue.

9.7 Other Additional Enhanced Support and Services. Esri shall provide additional offerings to Licensee as a part of PSS, which include, but are not limited to, the following:

- a. *Premium Support Website Access.* LAC shall have access to the PSS website. LAC shall have the ability to log and track the status and completion of all identified Premium Support Incidents on this website. LAC may log and view their Incidents and access other PSS-related tools and information through this website.
- b. *System/Environment Profile.* Through the PSS website, Licensee shall have access to an Esri database to enter and maintain data regarding Licensee's equipment, applications, and skill sets associated with Esri technology.
- c. *PSS Software Alert Newsletter.* Esri shall provide to Licensee a news bulletin that discusses key current issues in Software being investigated by Esri.
- d. *Quarterly Teleconference Meeting.* Esri and Licensee shall conduct a quarterly teleconference meeting to discuss Licensee's Premium Support Incidents. Esri shall make available the assigned Account Manager, PSC, Premium Support Manager, and other Esri staff as deemed necessary by Esri.

Details of all PSS offerings can be found at www.esri.com/services/pss/components.html.

9.8 PSS Restrictions and Exclusions

- a. *Excluded Software.* PSS is not available for third-party software. Esri is not responsible for errors attributable to third-party software used in conjunction with or built upon Software.
- b. *English Language.* All communications will be conducted in the English language except by agreement of both parties.
- c. *Acknowledgment.* Licensee acknowledges and agrees that the report of an error or defect of any Software is not a guarantee that it can or will be corrected. At Esri's sole discretion, Software is corrected on a priority basis and is subject to release schedules determined by Esri.
- d. *Hardware Support.* Esri does not provide support for hardware, including but not limited to, graphics cards, monitors, plotters, graphics printers, digitizers, and modems, except to answer questions regarding how standard, supported devices interface with Software.
- e. *Exceptions to PSS.* The following are not covered by PSS:
 - i) Any problem resulting from Licensee's misuse, improper use, unauthorized modification, or damage of the Software or Licensee's combining or merging the Software with any hardware or software not supplied or identified as compatible by Esri;
 - ii) Any problem resulting from third party hardware or software;
 - iii) Errors in any version of the Software other than the officially supported version of Software; and
 - iv) Any on-site support or implementation services on-site or otherwise, including, but not limited to, those provided by Esri Professional Services or any third party.

ARTICLE 10—CONSULTING SERVICES SUPPORT TERMS AND CONDITIONS

10.1 Consulting Services Support. Should Licensee choose to use Learning and Services Credits for consulting services support, the terms of this Article 10 shall also apply.

10.2 Patents and Inventions

- a. Each party shall retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors (hereinafter called "Inventors") during the term of this Addendum. The parties shall jointly own any Invention(s) made or conceived jointly by Inventors from both parties. With respect to such Inventions of Licensee relating to the Software, Licensee hereby grants and agrees to grant to Esri an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use.
- b. Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.
- c. A joint owner ("Assigning Owner") electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such its rights in such Inventions to the other joint owner ("Beneficial Owner") as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.
- d. Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which is hereby given to Esri for Inventions relating to the Software and shall otherwise not be unreasonably withheld by either party.

10.3 Ownership. Except as specifically granted in this EAP MPA Addendum, Esri or its licensors own and retain all right, title, and interest in the Work Product.

ARTICLE 11—TRAINING TERMS AND CONDITIONS

11.1 Training. Should Licensee choose to use Learning and Services Credits for training or coaching services, the terms of this Article 11 shall also apply.

11.2 Training Location. Training may be conducted at Licensee's site, at an Esri Learning Center or via the Web.

11.3 Course Descriptions. The Esri Software training courses to be conducted, their location, the dates during which the courses are to be conducted, the number of participants, and registration requirements are set forth in the *Esri Training* catalog located on the Esri training website (<http://training.esri.com>). All courses shall be conducted in substantial conformity with the course descriptions outlined on the Esri training website. Esri reserves the right to modify course content when necessary due to Software technical capabilities or limitations. Licensee may utilize coaching services immediately before or immediately following an Esri training course to familiarize Licensee's student with the software or to review and practice course concepts with an instructor's guidance.

11.4 Esri's Responsibilities

- a. Esri shall provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Students") on scheduled dates. Esri will provide each student with a course manual, where applicable.
- b. Esri will confirm Learning Center training event scheduled dates approximately ten (10) business days prior to the training event start date.
- c. Esri will confirm Licensee Site training events upon receipt of completed Client Site Training Request Form and intended payment method.

11.5 Licensee's Responsibilities

- a. Licensee must ensure the protection of Esri's copyrights. Licensee shall not copy or distribute, or permit a third party to copy or distribute, any of Esri's training material(s).
- b. Licensee is not authorized to resell seats to an Esri training event unless explicitly authorized in writing by Esri.

- c. Licensee must ensure that all Students have received confirmation from Esri to participate in an Esri training event. An unregistered Student is not permitted to view or participate in a Virtual Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
- d. Licensee must confirm that all registered Students meet the applicable minimum prerequisites for the applicable training event set forth on Esri's training website.
- e. Licensee must submit registration with a confirmed payment commitment at least seven (7) business days before the training event start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- f. US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List). To meet these export requirements, Licensee must submit to the Esri Training Event Assistant a list of the names of Students who are to attend any training event. Licensee must submit the list of Student names to Esri at least three (3) business days before the training event start date. Any Student whose name is found on any of the various US Government Denied Persons lists will not be permitted to attend training.
- g. Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export licensing requirements, course scheduling changes, or cancellations.
- h. Licensee must provide written notice to Esri's Customer Service at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of such change(s) prior to the training event start date.
- i. Students may not use audio or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.
- j. Licensee is responsible to ensure that it adheres to the course, facility, and equipment, as well as Internet bandwidth and connectivity requirements for Esri Training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- k. Where the Esri Mobile Lab equipment is utilized at Licensee's domestic site, the following terms apply:
 - Upon receipt, Licensee must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant.
 - Licensee must keep the Mobile Lab equipment in a secure, locked area between training event sessions.
 - Licensee must ensure that only registered Students use the Mobile Lab equipment.
 - Licensee is responsible for any and all loss of, damage to, or theft of the Mobile Lab equipment while in Licensee's possession.
 - Licensee warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Addendum and by law.
 - The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Licensee by written notice. Licensee hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
 - Licensee shall make the Mobile Lab equipment available for freight pickup immediately upon conclusion of the Esri training event.

11.6 Cancellation and Rescheduling Policy

Individual Student Seats

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service is notified three (3) business days in advance of the training event start date. Should a Student substitution occur without three (3) business days' notification, an additional, nonrefundable transfer and data processing fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center training event to another one (1) time at no additional charge provided Esri's Customer Service is notified three (3) business days in advance of the training event start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a training event provided Esri's Customer Service is notified three (3) business days in advance. If three (3) business days' notification is not provided, Student may be charged the full Student Seat fee.

Client Site/Private Class/Coaching Services (Training Event)

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service is notified three (3) business days in advance of the training event start date.
- A training event may be rescheduled by the Licensee provided Esri's Customer Service is notified three (3) business days in advance of the training event start date. If appropriate notice of rescheduling is provided, Licensee is responsible for reasonable travel expenses and shipping costs.
- A training event may be canceled by the Licensee provided Esri's Customer Service is notified three (3) business days in advance of the training event start date. If appropriate notice of cancellation is provided, Licensee is responsible for any reasonable travel expenses and shipping costs. If a training event is canceled without appropriate notice, Licensee is responsible for the full training event fee.

If cancellation of a training event is necessary due to Force Majeure, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Licensee at least three (3) business days before the scheduled date.

ARTICLE 12—GENERAL PROVISIONS

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

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

12.3 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 US embargoed country (or to a national or resident of any US embargoed country); (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity where such export or reexport violates any US export control laws or regulations including, but not limited to, the terms of any export license or license exemption and any amendments and supplemental additions to US export laws as they may occur from time to time.

**ATTACHMENT A
STATE OF IDAHO
MPA Pricelist - E417M4Q11**

Section	Description	Price
1	ArcGIS Concurrent Use Licenses	
	ArcInfo Concurrent Use License	8910.00
	ArcInfo Concurrent Use License Annual Maintenance (primary 1st, 11th, 21st, 31st...)	3000.00
	ArcInfo Concurrent Use License Annual Maintenance (secondary 2-10, 12-20...)	1200.00
	ArcEditor Concurrent Use License	6300.00
	ArcView Concurrent Use License	3150.00
	ArcGIS Spatial Analyst Concurrent Use License	2250.00
	ArcGIS 3D Analyst Concurrent Use License	2250.00
	ArcGIS Geostatistical Analyst Concurrent Use License	2250.00
	ArcGIS Publisher Concurrent Use License	2250.00
	ArcGIS Tracking Analyst Concurrent Use License	2250.00
	ArcGIS ArcScan Concurrent Use License	2250.00
	ArcGIS Maplex Concurrent Use License	2250.00
	ArcGIS Data Interoperability Concurrent Use License	2250.00
	ArcGIS Network Analyst Concurrent Use License	2250.00
	ArcGIS Schematics Concurrent Use License	2250.00
	ArcGIS Workflow Manager Concurrent Use License	2250.00
	ArcGIS Data Reviewer Concurrent Use License	2250.00
1	ArcGIS Concurrent Use Maintenance	
	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 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 for ArcGIS Workflow Manager Concurrent Use License	500.00
	Secondary Maintenance for ArcGIS Workflow Manager Concurrent Use License	200.00
	Primary Maintenance for ArcGIS Data Reviewer Concurrent Use License	500.00
	Secondary Maintenance for ArcGIS Data Reviewer Concurrent Use License	200.00
	Primary Maintenance for ArcEditor Concurrent Use License	1500.00

	Secondary Maintenance for ArcEditor Concurrent Use License	1200.00
1	ArcGIS Single Use Licenses	
	ArcInfo Single Use License	8910.00
	ArcEditor Single Use License	6300.00
	ArcGIS ArcView Single Use Unkeyed License	1350.00
	ArcGIS ArcView Single Use Keyed License	1350.00
1	ArcGIS Extensions Single Use Licenses	
	ArcGIS Spatial Analyst Single Use License	2250.00
	ArcGIS 3D Analyst Single Use License	2250.00
	ArcGIS Geostatistical Analyst Single Use License	2250.00
	ArcGIS Publisher Single Use License	2250.00
	ArcGIS Tracking Analyst Single Use License	2250.00
	ArcGIS ArcScan Single Use License	2250.00
	ArcGIS Maplex Single Use License	2250.00
	ArcGIS Data Interoperability Single Use License	2250.00
	ArcGIS Network Analyst Single Use License	2250.00
	ArcGIS Schematics Single Use License	2250.00
	ArcGIS Workflow Manager Single Use License	2250.00
	ArcGIS Data Reviewer Single Use License	2250.00
1	ArcGIS Single Use Maintenance	
	Primary Maintenance for ArcInfo Single Use License (core only)	3000.00
	Secondary Maintenance for ArcInfo Single Use License (core only)	1200.00
	Primary Maintenance for ArcInfo ArcGIS Spatial Analyst Extension Single Use License	500.00
	Secondary Maintenance for ArcInfo ArcGIS Spatial Analyst Extension Single Use License	200.00
	Primary Maintenance for ArcInfo ArcGIS Geostatistical Analyst Extension Single Use License	500.00
	Secondary Maintenance for ArcInfo ArcGIS Geostatistical Analyst Extension Single Use License	200.00
	Primary Maintenance for ArcInfo ArcGIS Network Analyst Extension Single Use License	500.00
	Secondary Maintenance for ArcInfo ArcGIS Network Analyst Extension Single Use License	200.00
	Primary Maintenance for ArcInfo ArcGIS 3D Analyst Extension Single Use License	500.00
	Secondary Maintenance for ArcInfo ArcGIS 3D Analyst Extension Single Use License	200.00
	Primary Maintenance for ArcInfo ArcGIS Tracking Analyst Extension Single Use License	500.00
	Secondary Maintenance for ArcInfo ArcGIS Tracking Analyst Extension Single Use License	200.00
	Primary Maintenance for ArcInfo ArcGIS Publisher Extension Single Use License	500.00
	Secondary Maintenance for ArcInfo ArcGIS Publisher Extension Single Use License	200.00
	Primary Maintenance for ArcInfo ArcGIS Schematics Extension Single Use License	500.00
	Secondary Maintenance for ArcInfo ArcGIS Schematics Extension Single Use License	200.00
	Primary Maintenance for ArcInfo ArcGIS Data Interoperability Extension Single Use License	500.00
	Secondary Maintenance for ArcInfo ArcGIS Data Interoperability Extension Single Use License	200.00
	Primary Maintenance for ArcInfo ArcGIS Data Reviewer Extension Single Use License	500.00
	Secondary Maintenance for ArcInfo ArcGIS Data Reviewer Extension Single Use License	200.00
	Primary Maintenance for ArcInfo ArcGIS Workflow Manager Extension Single Use License	500.00
	Secondary Maintenance for ArcInfo ArcGIS Workflow Manager Extension Single Use License	200.00
	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)	1000.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (core plus extensions)	900.00
	Primary Maintenance for ArcEditor Single Use (without extensions)	1500.00
	Secondary Maintenance for ArcEditor Single Use (without extensions)	1200.00
	Primary Maintenance for ArcEditor Single Use (with extensions)	2100.00
	Secondary Maintenance for ArcEditor Single Use (with extensions)	1800.00
1	Maintenance Activation Program	

	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows (core only)	600.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows (core only)	400.00
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows (core plus extensions)	1500.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows (core plus extensions)	1300.00
	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)	1500.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows (core plus extensions)	1300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX (core only)	1050.00
	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
1	ArcGIS Upgrades	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be current on maintenance to qualify.)	1800.00
1	Upgrade from One ArcGIS Product to Another	
	Upgrade from ArcView Single Use to ArcEditor Single Use	4950.00
	Upgrade from ArcView Single Use to ArcEditor Concurrent Use	4950.00
	Upgrade from ArcView Single Use to ArcInfo Single Use	7560.00
	Upgrade from ArcView Single Use to ArcInfo Concurrent Use	7560.00
	Upgrade from ArcView Concurrent Use to ArcEditor Concurrent Use	3150.00
	Upgrade from ArcView Concurrent Use to ArcInfo Concurrent Use	5760.00
	Upgrade from ArcEditor Single Use or Concurrent Use to ArcInfo Concurrent Use	2610.00
1	ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (primary 1st, 11th, 21st, 31st...)	4000.00
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (secondary 2–10, 12–20...)	1600.00
	ArcCOGO 7.x or 8.0.x Extension Floating License	2250.00
	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...)	1100.00
	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...)	1100.00
	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...)	1100.00
	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	ArcPress for ArcView	
	ArcPress for ArcView UNIX License	285.00
	ArcPress for ArcView Windows/Windows NT License	285.00
2	ArcView 3.x and Extensions	
2	UNIX	
	ArcView 3.x for UNIX License Qty. 1–5 (each)	1976.00
	ArcView 3.x for UNIX License Qty. 6–25 (each)	1778.00
	ArcView 3.x for UNIX License Qty. 26+ (each)	1580.00
	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	484.00
	ArcView Network Analyst Extension for UNIX License Qty. 1–5 (each)	2287.00
	ArcView Network Analyst Extension for UNIX License Qty. 6–25 (each)	2246.00
	ArcView Network Analyst Extension for UNIX License Qty. 26+ (each)	1996.00
	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)	2287.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 6–25 (each)	2246.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	1996.00
	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)	2746.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 6–25 (each)	2696.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	2396.00
	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)	2746.00
	ArcView 3D Analyst Extension for UNIX License Qty. 6–25 (each)	2696.00
	ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each)	2396.00
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	500.00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	200.00
2	Windows/Windows NT	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1–5 (each)	1076.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6–25 (each)	968.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	860.00
	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)	1000.00
	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)	1371.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6–25 (each)	1346.00

	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	1196.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1–5 (each)	1371.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6–25 (each)	1346.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	1196.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1–5 (each)	2287.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6–25 (each)	2246.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	1996.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1–5 (each)	2287.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6–25 (each)	2246.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	1996.00
2	ArcView StreetMap	
	ArcView StreetMap 1.x for Windows/Windows NT License (US data)	454.00
4	ArcGIS Engine Runtime Licenses	
	ArcGIS Engine Runtime Concurrent Use License	1125.00
	ArcGIS Engine Runtime Single Use License	450.00
4	ArcGIS Engine Runtime Extensions Single Use Licenses	
	ArcGIS Engine Runtime 3D Extension Single Use License	900.00
	ArcGIS Engine Runtime Spatial Extension Single Use License	900.00
	ArcGIS Engine Runtime Geodatabase Update Extension Single Use License	900.00
	ArcGIS Engine Runtime Network Extension Single Use License	900.00
	ArcGIS Engine Runtime Schematics Extension Single Use License	900.00
	ArcGIS Engine Runtime Tracking Extension Single Use License	900.00
	ArcGIS Engine Runtime Maplex Extension Single Use License	900.00
	ArcGIS Engine Runtime Data Interoperability Extension Single Use License	900.00
4	ArcGIS Engine Runtime Extensions Concurrent Use Licenses	
	ArcGIS Engine Runtime 3D Extension Concurrent Use License	900.00
	ArcGIS Engine Runtime Spatial Extension Concurrent Use License	900.00
	ArcGIS Engine Runtime Geodatabase Update Extension Concurrent Use License	900.00
	ArcGIS Engine Runtime Network Extension Concurrent Use License	900.00
	ArcGIS Engine Runtime Schematics Extension Concurrent Use License	900.00
	ArcGIS Engine Runtime Tracking Extension Concurrent Use License	900.00
	ArcGIS Engine Runtime Maplex Extension Concurrent Use License	900.00
	ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	900.00
4	ArcGIS Engine Runtime Maintenance	
	Maintenance for ArcGIS Engine Runtime Single Use License (without extensions)	100.00
	Maintenance for ArcGIS Engine Runtime Single Use License (with extensions)	400.00
	Primary Maintenance for ArcGIS Engine Runtime Concurrent Use License	250.00
	Secondary Maintenance for ArcGIS Engine Runtime Concurrent Use License	185.00
	Primary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License	200.00
	Secondary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License	150.00
	Primary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License	200.00
	Secondary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License	150.00
	Primary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License	200.00
	Secondary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License	150.00
	Primary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License	200.00

	Secondary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License	150.00
	Primary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License	200.00
	Secondary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License	150.00
	Primary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License	200.00
	Secondary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License	150.00
	Primary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	200.00
	Secondary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	150.00
	Primary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	200.00
	Secondary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	150.00
5	ArcGIS Server	
5	ArcGIS Server—Advanced Enterprise	
	ArcGIS Server Advanced Enterprise (up to four cores)	36000.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise (up to four cores)	10000.00
	ArcGIS Server Advanced Enterprise (additional cores)	9000.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise (additional cores)	2500.00
5	Standard Enterprise	
	ArcGIS Server Standard Enterprise (up to four cores)	18000.00
	Annual Maintenance for ArcGIS Server Standard Enterprise (up to four cores)	5000.00
	ArcGIS Server Standard Enterprise (additional cores)	4500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise (additional cores)	1250.00
5	Basic Enterprise	
	ArcGIS Server Basic Enterprise (up to four cores)	9000.00
	Annual Maintenance for ArcGIS Server Basic Enterprise (up to four cores)	3000.00
	ArcGIS Server Basic Enterprise (additional cores)	2250.00
	Annual Maintenance for ArcGIS Server Basic Enterprise (additional cores)	750.00
5	Workgroup	
	ArcGIS Server Advanced Workgroup (up to two cores)	9000.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup (up to two cores)	2500.00
	ArcGIS Server Advanced Workgroup (additional cores—maximum four cores per server)	4500.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup (additional cores—maximum four cores per server)	1250.00
	ArcGIS Server Standard Workgroup (up to two cores)	4500.00
	Annual Maintenance for ArcGIS Server Standard Workgroup (up to two cores)	1250.00
	ArcGIS Server Standard Workgroup (additional core—maximum four cores per server)	2250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup (additional cores—maximum four cores per server)	625.00
	ArcGIS Server Basic Workgroup (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	4500.00
	Annual Maintenance for ArcGIS Server Basic Workgroup—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	1250.00
5	ArcGIS Server Enterprise Extensions	

ArcGIS Server Advanced Enterprise Data Interoperability Extension for Windows License (up to four cores)	9000.00
ArcGIS Server Advanced Enterprise Image Extension for Windows License (up to four cores)	9000.00
ArcGIS Server Advanced Enterprise Workflow Manager Extension for Windows License (up to four cores)	9000.00
ArcGIS Server Advanced Enterprise Schematics Extension for Windows License (up to four cores)	9000.00
Annual Maintenance for ArcGIS Server Advanced Enterprise Data Interoperability Extension for Windows (up to four cores)	2500.00
Annual Maintenance for ArcGIS Server Advanced Enterprise Image Extension for Windows (up to four cores)	2500.00
Annual Maintenance for ArcGIS Server Advanced Enterprise Workflow Manager Extension for Windows (up to four cores)	2500.00
Annual Maintenance for ArcGIS Server Advanced Enterprise Schematics Extension for Windows (up to four cores)	2500.00
ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	9000.00
ArcGIS Server Standard Enterprise Workflow Manager Extension (up to four cores)	9000.00
ArcGIS Server Standard Enterprise Network Extension (up to four cores)	9000.00
ArcGIS Server Standard Enterprise Image Extension (up to four cores)	9000.00
Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	2500.00
Annual Maintenance for ArcGIS Server Standard Enterprise Workflow Manager Extension (up to four cores)	2500.00
Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (up to four cores)	2500.00
Annual Maintenance for ArcGIS Server Standard Enterprise Image Extension (up to four cores)	2500.00
ArcGIS Server Advanced Enterprise Data Interoperability Extension (additional cores)	2250.00
ArcGIS Server Advanced Enterprise Image Extension (additional cores)	2250.00
ArcGIS Server Advanced Enterprise Workflow Manager Extension (additional cores)	2250.00
ArcGIS Server Advanced Enterprise Schematics Extension (additional cores)	2250.00
Annual Maintenance for ArcGIS Server Advanced Enterprise Data Interoperability Extension (additional cores)	625.00
Annual Maintenance for ArcGIS Server Advanced Enterprise Image Extension (additional cores)	625.00
Annual Maintenance for ArcGIS Server Advanced Enterprise Workflow Manager Extension (additional cores)	625.00
Annual Maintenance for ArcGIS Server Advanced Enterprise Schematics Extension (additional cores)	625.00
ArcGIS Server Standard Enterprise Data Interoperability Extension (additional cores)	2250.00
ArcGIS Server Standard Enterprise Workflow Manager Extension (additional cores)	2250.00
ArcGIS Server Standard Enterprise Network Extension (additional cores)	2250.00
ArcGIS Server Standard Enterprise Image Extension (additional cores)	2250.00
Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (additional cores)	625.00
Annual Maintenance for ArcGIS Server Standard Enterprise Workflow Manager Extension (additional cores)	625.00
Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (additional cores)	625.00
Annual Maintenance for ArcGIS Server Standard Enterprise Image Extension (additional cores)	625.00
5 ArcGIS Server Workgroup Extensions	
ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	4500.00
ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	4500.00

	ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	4500.00
	ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	4500.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	1250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	1250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	1250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	1250.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	4500.00
	ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	4500.00
	ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	4500.00
	ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	4500.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	1250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	1250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	1250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	1250.00
5	ArcGIS Server Upgrades	
5	ArcGIS Server Upgrades—Enterprise to Enterprise	
	ArcGIS Server Basic Enterprise Upgrade to Standard Enterprise (up to four cores)	9000.00
	ArcGIS Server Basic Enterprise Upgrade to Advanced Enterprise (up to four cores)	27000.00
	ArcGIS Server Standard Enterprise Upgrade to Advanced Enterprise (up to four cores)	18000.00
	ArcGIS Server Basic Enterprise Additional Cores Upgrade to Standard Enterprise License	2250.00
	ArcGIS Server Basic Enterprise Additional Cores Upgrade to Advanced Enterprise License	6750.00
	ArcGIS Server Standard Enterprise Additional Cores Upgrade to Advanced Enterprise License	4500.00
5	ArcGIS Server Upgrades—Workgroup to Workgroup	
	ArcGIS Server Basic Workgroup Upgrade to Standard Workgroup (up to four cores)	4500.00
	ArcGIS Server Basic Workgroup Upgrade to Advanced Workgroup (up to four cores)	13500.00
	ArcGIS Server Standard Workgroup Upgrade Advanced Workgroup (up to two cores)	4500.00
	ArcGIS Server Standard Workgroup Additional Cores Upgrade to Advanced Workgroup	2250.00
5	ArcGIS Server Upgrades—Workgroup to Enterprise	
	ArcGIS Server Basic Workgroup Upgrade to Basic Enterprise (up to four cores)	4500.00
	ArcGIS Server Basic Workgroup Upgrade to Standard Enterprise (up to four cores)	13500.00
	ArcGIS Server Basic Workgroup Upgrade to Advanced Enterprise (up to four cores)	31500.00
	ArcGIS Server Standard Workgroup Upgrade to Standard Enterprise (up to four cores)	9000.00
	ArcGIS Server Standard Workgroup Upgrade to Advanced Enterprise (up to four cores)	27000.00
	ArcGIS Server Advanced Workgroup Upgrade to Advanced Enterprise (up to four cores)	18000.00
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	13500.00

	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	31500.00
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	9000.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	27000.00
5	ArcGIS Server—Enterprise (Staging Server)	
5	Advanced Enterprise (Staging Server)	
	ArcGIS Server Staging Server Advanced Enterprise (up to four cores)	19344.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise (up to four cores)	5000.00
	ArcGIS Server Staging Server Advanced Enterprise (additional cores)	4836.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise (additional cores)	1250.00
5	Standard Enterprise (Staging Server)	
	ArcGIS Server Staging Server Standard Enterprise (up to four cores)	9672.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise (up to four cores)	2500.00
	ArcGIS Server Staging Server Standard Enterprise (additional cores)	2418.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise (additional cores)	625.00
5	Basic Enterprise (Staging Server)	
	ArcGIS Server Staging Server Basic Enterprise (up to four cores)	4836.00
	Annual Maintenance for ArcGIS Server Staging Server Basic Enterprise (up to four cores)	1500.00
	ArcGIS Server Staging Server Basic Enterprise (additional cores)	1209.00
	Annual Maintenance for ArcGIS Server Staging Server Basic Enterprise (additional cores)	375.00
5	ArcGIS Server Extensions (Staging Server)	
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	4836.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	4836.00
	ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores)	4836.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	4836.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	1250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	1250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores)	1250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	1250.00
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	1209.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	1209.00
	ArcGIS Server Staging Server Advanced Enterprise ArcGIS Workflow Manager Extension (additional cores)	1209.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	1209.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (additional cores)	313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	313.00

	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	4836.00
	ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores)	4836.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	4836.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	4836.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	1250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores)	1250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	1250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	1250.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	1209.00
	ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores)	1209.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	1209.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	1209.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores)	313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	313.00
5	ArcGIS Server Staging Server Upgrades	
	ArcGIS Server Staging Server Basic Enterprise Upgrade to Standard Enterprise (up to four cores)	4500.00
	ArcGIS Server Staging Server Basic Enterprise Upgrade to Advanced Enterprise (up to four cores)	13500.00
	ArcGIS Server Staging Server Standard Enterprise Upgrade to Advanced Enterprise (up to four cores)	9000.00
	ArcGIS Server Staging Server Basic Enterprise Upgrade to Standard Enterprise (additional cores)	1125.00
	ArcGIS Server Staging Server Basic Enterprise Upgrade to Advanced Enterprise (additional cores)	3375.00
	ArcGIS Server Staging Server Standard Enterprise Upgrade to Advanced Enterprise (additional cores)	2250.00
5	ArcGIS Server Enterprise Term Licenses	
	ArcGIS Server Advanced Enterprise (up to four cores) 30-Day Term License	4700.00
	ArcGIS Server Advanced Enterprise (up to four cores) 90-Day Term License	12000.00
	ArcGIS Server Advanced Enterprise (up to four cores) 365-Day Term License	24000.00
	ArcGIS Server Standard Enterprise (up to four cores) 30-Day Term License	2300.00
	ArcGIS Server Standard Enterprise (up to four cores) 90-Day Term License	6000.00
	ArcGIS Server Standard Enterprise (up to four cores) 365-Day Term License	12000.00
	ArcGIS Server Basic Enterprise (up to four cores) 30-Day Term License	1200.00
	ArcGIS Server Basic Enterprise (up to four cores) 90-Day Term License	3000.00
	ArcGIS Server Basic Enterprise (up to four cores) 365-Day Term License	6000.00
5	ArcGIS Server Workgroup Term Licensing	
	ArcGIS Server Advanced Workgroup (up to four cores) 30-Day Term License	2300.00
	ArcGIS Server Advanced Workgroup (up to four cores) 90-Day Term License	6000.00
	ArcGIS Server Advanced Workgroup (up to four cores) 365-Day Term License	12000.00

	ArcGIS Server Standard Workgroup (up to four cores) 30-Day Term License	1200.00
	ArcGIS Server Standard Workgroup (up to four cores) 90-Day Term License	3000.00
	ArcGIS Server Standard Workgroup (up to four cores) 365-Day Term License	6000.00
	ArcGIS Server Basic Workgroup (maximum four cores) 30-Day Term License	600.00
	ArcGIS Server Basic Workgroup (maximum four cores) 90-Day Term License	1500.00
	ArcGIS Server Basic Workgroup (maximum four cores) 365-Day Term License	3000.00
5	ArcGIS Server Enterprise Extensions Term Licenses	
	ArcGIS Server Advanced Enterprise Data Interoperability Extension (up to four cores) 30-Day Term License	1200.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension (up to four cores) 90-Day Term License	3000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension (up to four cores) 365-Day Term License	6000.00
	ArcGIS Server Advanced Enterprise Schematics Extension (up to four cores) 30-Day Term License	1200.00
	ArcGIS Server Advanced Enterprise Schematics Extension (up to four cores) 90-Day Term License	3000.00
	ArcGIS Server Advanced Enterprise Schematics Extension (up to four cores) 365-Day Term License	6000.00
	ArcGIS Server Advanced Enterprise Image Extension (up to four cores) 30-Day Term License	1200.00
	ArcGIS Server Advanced Enterprise Image Extension (up to four cores) 90-Day Term License	3000.00
	ArcGIS Server Advanced Enterprise Image Extension (up to four cores) 365-Day Term License	6000.00
	ArcGIS Server Advanced Enterprise Workflow Manager (up to four cores) 30-Day Term License	1200.00
	ArcGIS Server Advanced Enterprise Workflow Manager (up to four cores) 90-Day Term License	3000.00
	ArcGIS Server Advanced Enterprise Workflow Manager (up to four cores) 365-Day Term License	6000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores) 30-Day Term License	1200.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores) 90-Day Term License	3000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores) 365-Day Term License	6000.00
	ArcGIS Server Standard Enterprise Image Extension (up to four cores) 30-Day Term License	1200.00
	ArcGIS Server Standard Enterprise Image Extension (up to four cores) 90-Day Term License	3000.00
	ArcGIS Server Standard Enterprise Image Extension (up to four cores) 365-Day Term License	6000.00
	ArcGIS Server Standard Enterprise Workflow Manager (up to four cores) 30-Day Term License	1200.00
	ArcGIS Server Standard Enterprise Workflow Manager (up to four cores) 90-Day Term License	3000.00
	ArcGIS Server Standard Enterprise Workflow Manager (up to four cores) 365-Day Term License	6000.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores) 30-Day Term License	1200.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores) 90-Day Term License	3000.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores) 365-Day Term License	6000.00
5	ArcGIS Server Workgroup Extensions Term Licenses	
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (up to four cores) 30-Day Term License	600.00
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (up to four cores) 90-Day Term License	1500.00
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (up to four cores) 365-Day Term License	3000.00
	ArcGIS Server Advanced Workgroup Schematics Extension (up to four cores) 30-Day Term License	600.00
	ArcGIS Server Advanced Workgroup Schematics Extension (up to four cores) 90-Day Term License	1500.00

	ArcGIS Server Advanced Workgroup Schematics Extension (up to four cores) 365-Day Term License	3000.00
	ArcGIS Server Advanced Workgroup Image Extension (up to four cores) 30-Day Term License	600.00
	ArcGIS Server Advanced Workgroup Image Extension (up to four cores) 90-Day Term License	1500.00
	ArcGIS Server Advanced Workgroup Image Extension (up to four cores) 365-Day Term License	3000.00
	ArcGIS Server Advanced Workgroup Workflow Manager (up to four cores) 30-Day Term License	600.00
	ArcGIS Server Advanced Workgroup Workflow Manager (up to four cores) 90-Day Term License	1500.00
	ArcGIS Server Advanced Workgroup Workflow Manager (up to four cores) 365-Day Term License	3000.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (up to four cores) 30-Day Term License	600.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (up to four cores) 90-Day Term License	1500.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (up to four cores) 365-Day Term License	3000.00
	ArcGIS Server Standard Workgroup Image Extension (up to four cores) 30-Day Term License	600.00
	ArcGIS Server Standard Workgroup Image Extension (up to four cores) 90-Day Term License	1500.00
	ArcGIS Server Standard Workgroup Image Extension (up to four cores) 365-Day Term License	3000.00
	ArcGIS Server Standard Workgroup Workflow Manager (up to four cores) 30-Day Term License	600.00
	ArcGIS Server Standard Workgroup Workflow Manager (up to four cores) 90-Day Term License	1500.00
	ArcGIS Server Standard Workgroup Workflow Manager (up to four cores) 365-Day Term License	3000.00
	ArcGIS Server Standard Workgroup Network Extension (up to four cores) 30-Day Term License	600.00
	ArcGIS Server Standard Workgroup Network Extension (up to four cores) 90-Day Term License	1500.00
	ArcGIS Server Standard Workgroup Network Extension (up to four cores) 365-Day Term License	3000.00
7	ArcIMS	
	ArcIMS Full Use Deployment (up to two cores)	4500.00
	ArcIMS Full Use Deployment (additional core — maximum four cores per server)	2250.00
	ArcIMS Full Use Deployment (up to two cores) Maintenance	1000.00
	ArcIMS Full Use Deployment (additional core) Maintenance	500.00
7	ArcIMS Staging Server	
	ArcIMS Full Use Deployment Staging Server (up to two cores)	2250.00
	ArcIMS Full Use Deployment Staging Server (additional cores — maximum four cores per server)	1125.00
	ArcIMS Full Use Deployment Staging Server (up to two cores) Maintenance	500.00
	ArcIMS Full Use Deployment Staging Server (additional cores) Maintenance	250.00
8	Business Applications Software	
8	Esri Business Analyst Desktop—Single Use Licenses	
	Esri Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	16646.00
	Esri Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	12146.00
	Esri Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	7646.00
8	Esri Business Analyst Desktop—Concurrent Use Licenses	
	Esri Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	16646.00
	Esri Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	12146.00

	Esri Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	7646.00
8	Esri Business Analyst Desktop Maintenance - Concurrent Use and Single Use	
	Annual Maintenance for Esri Business Analyst (National Dataset) Software License (per license)	14795.00
	Annual Maintenance for Esri Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	10795.00
	Annual Maintenance for Esri Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	6795.00
8	Esri Business Analyst Desktop Premium—Concurrent Use Licenses	
	Esri Business Analyst Desktop Premium—National Concurrent Use License	36896.00
	Esri Business Analyst Desktop Premium—Regional Concurrent Use License	26541.00
	Esri Business Analyst Desktop Premium—State Concurrent Use License	16565.00
8	Esri Business Analyst Desktop Premium—Single Use Licenses	
	Esri Business Analyst Desktop Premium—National Single Use License	36896.00
	Esri Business Analyst Desktop Premium—Regional Single Use License	26541.00
	Esri Business Analyst Desktop Premium—State Single Use License	16565.00
8	Annual Maintenance for Esri Business Analyst Desktop Premium—Concurrent Use and Single Use	
	Annual Maintenance for Esri Business Analyst Desktop Premium—National Concurrent Use and Single Use	32795.00
	Annual Maintenance for Esri Business Analyst Desktop Premium—Regional Concurrent Use and Single Use	23590.00
	Annual Maintenance for Esri Business Analyst Desktop Premium—State Concurrent Use and Single Use	14720.00
8	Esri Business Analyst Desktop Canadian Edition	
	Esri Business Analyst Desktop Canadian Edition Basic (Standard National Dataset) Software and Data License and One Year Maintenance Single Use (per license)	29565.00
	Esri Business Analyst Desktop Canadian Edition Basic (Standard National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	29565.00
	Esri Business Analyst Desktop Canadian Edition Basic (Enhanced National Dataset) Software and Data License and One Year Maintenance Single Use (per license)	44955.00
	Esri Business Analyst Desktop Canadian Edition Basic (Enhanced National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	44955.00
	Annual Maintenance for Esri Business Analyst Desktop Canadian Edition Basic (Standard National Dataset) Software and Data License and One Year Maintenance (per license)	26280.00
	Annual Maintenance for Esri Business Analyst Desktop Canadian Edition Basic (Enhanced National Dataset) Software and Data License and One Year Maintenance (per license)	39960.00
8	Esri Business Analyst Server	
8	Esri Business Analyst Server Advanced Enterprise	
	Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (up to four cores)	135000.00
	Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (additional core)	33750.00
	Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (up to four cores) Maintenance	100000.00
	Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (additional core) Maintenance	25000.00
8	Esri Business Analyst Server Advanced Workgroup	
	Esri Business Analyst Server Advanced Workgroup (per server—minimum two cores, maximum four cores)	67500.00
	Annual Maintenance for Esri Business Analyst Server Advanced Workgroup (per server — minimum two cores, maximum four cores)	50000.00
8	Esri Business Analyst Server - Staging Server	

	Esri Business Analyst Server Staging Server Advanced Enterprise (includes ArcGIS Server) (up to four cores)	36270.00
	Esri Business Analyst Server Staging Server Advanced Enterprise (includes ArcGIS Server) (additional core)	9068.00
	Annual Maintenance for Esri Business Analyst Server Staging Server Advanced Enterprise (includes ArcGIS Server) (up to four cores)	25000.00
	Annual Maintenance for Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (additional core)	6250.00
8	Esri Business Analyst Online	
	Esri Business Analyst Online—Basic 12-Month Subscription	896.00
	Esri Business Analyst Online—Standard 12-Month Subscription	2246.00
	Esri Business Analyst Online—Standard Plus 12-Month Subscription	3596.00
8	Esri Community Analyst	
	Esri Community Analyst Basic—Single-User Subscription	912.00
	Esri Community Analyst Basic—3-User Subscription	1371.00
	Esri Community Analyst Basic—5-User Subscription	1829.00
	Esri Community Analyst Basic—10-User Subscription	2746.00
	Esri Community Analyst Standard—Single-User Subscription	2287.00
	Esri Community Analyst Standard—3-User Subscription	3479.00
	Esri Community Analyst Standard—5-User Subscription	4580.00
	Esri Community Analyst Standard—10-User Subscription	6872.00
	Esri Community Analyst Standard Plus—Single-User Subscription	3663.00
	Esri Community Analyst Standard Plus—3-User Subscription	5496.00
	Esri Community Analyst Standard Plus—5-User Subscription	7330.00
	Esri Community Analyst Standard Plus—10-User Subscription	10997.00
9	Tracking Server	
	Tracking Server for Windows (up to two cores)	9672.00
	Tracking Server for Windows (additional core)	4836.00
	Annual Maintenance for Tracking Server (up to two cores)	2500.00
	Annual Maintenance for Tracking Server (additional core)	1250.00
9	Tracking Server (Staging Servers)	
	Tracking Server Staging Server for Windows (up to two cores)	4836.00
	Tracking Server Staging Server for Windows (additional core)	2418.00
	Annual Maintenance for Tracking Server Staging Server (up to two cores)	1250.00
	Annual Maintenance for Tracking Server Staging Server (additional cores)	625.00
10	ArcLogistics Desktop	
	ArcLogistics Single Use License	7200.00
	ArcLogistics Single Use Annual Maintenance	1600.00
	ArcLogistics Tele Atlas Street Data North America — Single Use	2200.00
	ArcLogistics NAVTEQ Street Data North America — Single Use	2200.00
	ArcLogistics Tele Atlas Street Data Europe — Single Use	2200.00
	ArcLogistics NAVTEQ Street Data Europe — Single Use	2200.00
	ArcLogistics Tele Atlas Street Data North America — Single Use Annual Maintenance	1600.00
	ArcLogistics NAVTEQ Street Data North America — Single Use Annual Maintenance	1600.00
	ArcLogistics Tele Atlas Street Data Europe — Single Use Annual Maintenance	1600.00
	ArcLogistics NAVTEQ Street Data Europe — Single Use Annual Maintenance	1600.00
10	ArcLogistics Navigator	
	ArcLogistics Navigator—Single Use License (5-pack bundle)	900.00
	ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle)	400.00
	ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle)	600.00
	ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle)	400.00

	ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle)	600.00
	Annual Maintenance for ArcLogistics Navigator—Single Use License (5-pack bundle)	200.00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle)	300.00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle)	500.00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle)	300.00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle)	500.00
10	ArcLogistics Using ArcGIS Online	
	ArcLogistics Using ArcGIS Online—Annual Fee (up to 5 vehicles)	1000.00
	ArcLogistics Using ArcGIS Online—Annual Fee (up to 10 vehicles)	2000.00
	ArcLogistics Using ArcGIS Online—Annual Fee (up to 20 vehicles)	3500.00
	ArcLogistics Using ArcGIS Online—Annual Fee (up to 50 vehicles)	4500.00
	ArcLogistics Using ArcGIS Online—Monthly Fee (up to 5 vehicles)	100.00
	ArcLogistics Using ArcGIS Online—Monthly Fee (up to 10 vehicles)	200.00
	ArcLogistics Using ArcGIS Online—Monthly Fee (up to 20 vehicles)	350.00
	ArcLogistics Using ArcGIS Online—Monthly Fee (up to 50 vehicles)	450.00
11	Address Coder	
	Address Coder Standard National (per user license)	8100.00
	Address Coder Standard Regional (per user license)	5850.00
	Address Coder Standard State (per user license)	3240.00
	Annual Maintenance for Address Coder Standard National (per user license)	7200.00
	Annual Maintenance for Address Coder Standard Regional (per user license)	5200.00
	Annual Maintenance for Address Coder Standard State (per user license)	2880.00
	Address Coder Premium National (per user license)	13500.00
	Address Coder Premium Regional (per user license)	9450.00
	Address Coder Premium State (per user license)	5400.00
	Annual Maintenance for Address Coder Premium National (per user license)	12000.00
	Annual Maintenance for Address Coder Premium Regional (per user license)	8400.00
	Annual Maintenance for Address Coder Premium State (per user license)	4800.00
	Tapestry Add-on National (per user license)	8640.00
	Tapestry Add-on Regional (per user license)	5184.00
	Tapestry Add-on State (per user license)	3456.00
	Annual Maintenance for Tapestry Add-on National (per user license)	7680.00
	Annual Maintenance for Tapestry Add-on Regional (per user license)	4608.00
	Annual Maintenance for Tapestry Add-on State (per user license)	3072.00
	Tapestry ZIP + 4 Add-on National (per user license)	21600.00
	Tapestry ZIP + 4 Add-on Regional (per user license)	12960.00
	Tapestry ZIP + 4 Add-on State (per user license)	8640.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on National (per user license)	19200.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on Regional (per user license)	11520.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on State (per user license)	7680.00
12	Other Software	
12	MapIt	
	MapIt Deployment Server License (per server)	4050.00
	MapIt Deployment Server License (per server)—Annual Maintenance	900.00
12	Esri Mapping and Charting	
	Esri Production Mapping Concurrent Use License	9000.00
	Esri Production Mapping Single Use License	9000.00

	Annual Maintenance for Esri Production Mapping Concurrent Use License	2500.00
	Annual Maintenance for Esri Production Mapping Single Use License	2500.00
	Esri Defense Mapping Concurrent Use License	9000.00
	Esri Defense Mapping Single Use License	9000.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	2500.00
	Annual Maintenance for Esri Defense Mapping Single Use License	2500.00
	Esri Aeronautical Solution Concurrent Use License	9000.00
	Esri Aeronautical Solution Single Use License	9000.00
	Annual Maintenance for Esri Aeronautical Solution Concurrent Use License	2500.00
	Annual Maintenance for Esri Aeronautical Solution Single Use License	2500.00
	Esri Nautical Solution Concurrent Use License	9000.00
	Esri Nautical Solution Single Use License	9000.00
	Annual Maintenance for Esri Nautical Solution Concurrent Use License	2500.00
	Annual Maintenance for Esri Nautical Solution Single Use License	2500.00
13	Mobile GIS	
13	ArcPad	
	ArcPad Single Use License	630.00
	ArcPad Single Use License with ArcPad StreetMap Premium Tele Atlas Europe Street Data	630.00
	ArcPad with ArcPad StreetMap Premium Tele Atlas North America (USA and Canada) and Europe Street Data	630.00
	ArcPad with ArcPad StreetMap Premium Tele Atlas North America (USA and Canada) Street Data	630.00
	ArcPad Single Use License Annual Maintenance	250.00
	ArcPad 5.x/6.x/7.x Upgrade to 10	242.00
	ArcPad with ArcPad StreetMap Premium Tele Atlas North America (USA and Canada) Street Data Upgrade	242.00
	ArcPad with ArcPad StreetMap Premium Tele Atlas Europe Street Data Upgrade	242.00
	ArcPad with ArcPad StreetMap Premium Tele Atlas North America (USA and Canada) and Europe Street Data Upgrade	242.00
13	ArcGIS Mobile	
	ArcGIS Mobile for ArcGIS Desktop or ArcGIS Engine—5 Deployment Pack License	1350.00
	Annual Maintenance for ArcGIS Mobile for ArcGIS Desktop or ArcGIS Engine—5 Deployment Pack License	300.00
	ArcGIS Mobile for ArcGIS Server Standard Enterprise or Advanced Workgroup—50 Deployment Pack License	13500.00
	Annual Maintenance for ArcGIS Mobile for ArcGIS Server Standard Enterprise or Advanced Workgroup—50 Deployment Pack License	3000.00
14	Esri Developer Network (EDN)	
	Annual License for Esri Developer Network (EDN) without ArcView	1451.00
	EDN with ArcView Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	1934.00
	EDN with ArcEditor Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	2902.00
	EDN with ArcInfo Desktop License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	3869.00
14	For Customers Who Already Subscribe to EDN	
	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	1451.00
	Add-on ArcInfo Desktop to a Current EDN Single Use License—One per EDN License	2418.00
14	Software Upgrades	
	EDN with ArcView Upgrade to ArcEditor Single Use	967.00
	EDN with ArcView Upgrade to ArcInfo Desktop Concurrent Use	1934.00

	EDN with ArcEditor Upgrade to ArcInfo Desktop Concurrent Use	967.00
	Technical Support (10 calls) for EDN	2000.00
	Instructor-Led Training (5 days) for EDN	2200.00
15	ArcGIS Server with Cloud Infrastructure	
15	ArcGIS Server with Cloud Infrastructure—Annual Term Licenses	
	ArcGIS Server Advanced Enterprise Annual Term License	40000.00
	ArcGIS Server Standard Enterprise Annual Term License	30000.00
	ArcGIS Server Basic Enterprise Annual Term License	25000.00
15	ArcGIS Server Extensions with Cloud Infrastructure—Annual Term Licenses	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Annual License	6000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Annual License	6000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Annual License	6000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Annual License	6000.00
	ArcGIS Server Advanced Enterprise Image Extension Annual License	6000.00
	ArcGIS Server Standard Enterprise Image Extension Annual License	6000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Annual License	6000.00
	ArcGIS Server Standard Enterprise Network Extension Annual License	6000.00
15	ArcGIS Server with Cloud Infrastructure—Quarterly Term Licenses	
	ArcGIS Server Advanced Enterprise Quarterly Term License	12500.00
	ArcGIS Server Standard Enterprise Quarterly Term License	10000.00
	ArcGIS Server Basic Enterprise Quarterly Term License	8500.00
15	ArcGIS Server Extensions with Cloud Infrastructure—Quarterly Term Licenses	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Quarterly Term License	3000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Quarterly Term License	3000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Quarterly Term License	3000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Quarterly Term License	3000.00
	ArcGIS Server Advanced Enterprise Image Extension Quarterly Term License	3000.00
	ArcGIS Server Standard Enterprise Image Extension Quarterly Term License	3000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Quarterly Term License	3000.00
	ArcGIS Server Standard Enterprise Network Extension Quarterly Term License	3000.00
15	ArcGIS Server with Cloud Infrastructure—Monthly Term Licenses	
	ArcGIS Server Advanced Enterprise Monthly Term License	5000.00
	ArcGIS Server Standard Enterprise Monthly Term License	4000.00
	ArcGIS Server Basic Enterprise Monthly Term License	3000.00
15	ArcGIS Server Extensions with Cloud Infrastructure—Monthly Term Licenses	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Monthly Term License	1000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Monthly Term License	1000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Monthly Term License	1000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Monthly Term License	1000.00
	ArcGIS Server Advanced Enterprise Image Extension Monthly Term License	1000.00
	ArcGIS Server Standard Enterprise Image Extension Monthly Term License	1000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Monthly Term License	1000.00
	ArcGIS Server Standard Enterprise Network Extension Monthly Term License	1000.00
15	Portal for ArcGIS	
	Portal for ArcGIS - Up to 5000 Users Annual Term License	116064.00
	Portal for ArcGIS - Up to 2,500 Users Annual Term License	67704.00
	Portal for ArcGIS - Up to 1,000 Users Annual Term License	29016.00
	Portal for ArcGIS - Additional Server Annual Term License	3869.00
15	Hosted Portal for ArcGIS	
	Hosted Portal for ArcGIS - Up to 5,000 Users Annual Term License - Annual Hosting Fee Included	164424.00
	Hosted Portal for ArcGIS - Up to 2,500 Users Annual Term License - Annual Hosting Fee Included	116064.00

	Hosted Portal for ArcGIS - Up to 1,000 Users Annual Term License - Annual Hosting Fee Included	77376.00
	Portal for ArcGIS Annual Hosting Fee	48360.00
16	Instructor-Led Training	
	Esri Site Training—per Student, per Day at Esri Learning Centers in the United States	505.00
	Instructor-Led Online Classroom Training—per Student, per Day	505.00
	Additional Student—Client Site Private Class per Student per Day	340.00
	Additional Student—Esri Site Private Class per Student per Day	340.00
	Private Classes—Esri Site per Class per Day (12 students) in Locations in the United States	4545.00
	Private Classes—Client Site per Class per Day (12 students) in Locations in the United States	4545.00
	Client Coaching Services—Client Site	4120.00
	Client Coaching Services—Esri Site	4120.00
16	Virtual Campus	
16	Individual Courses	
	Esri Virtual Campus Training Course Pricing (1 paid module)—per Seat	32.00
	Esri Virtual Campus Training Course Pricing (2 paid modules)—per Seat	64.00
	Esri Virtual Campus Training Course Pricing (3 paid modules)—per Seat	96.00
	Esri Virtual Campus Training Course Pricing (4 paid modules)—per Seat	128.00
	Esri Virtual Campus Training Course Pricing (5 paid modules)—per Seat	160.00
	Esri Virtual Campus Training Course Pricing (6 paid modules)—per Seat	192.00
	Esri Virtual Campus Training Course Pricing (7 paid modules)—per Seat	224.00
	Esri Virtual Campus Training Course Pricing (8 paid modules)—per Seat	256.00
	Esri Virtual Campus Training Course Pricing (9 paid modules)—per Seat	288.00
16	Esri Virtual Campus Annual User License Pricing	
	Premium Annual User License (2,500 Virtual Campus dollar value)	2250.00
	Premium Annual User License (5,000 Virtual Campus dollar value)	4250.00
	Premium Annual User License (7,500 Virtual Campus dollar value)	6000.00
	Premium Annual User License (10,000 Virtual Campus dollar value)	7000.00
	Premium Annual User License (25,000 Virtual Campus dollar value)	16250.00
	Premium One-Year Extension Annual User License	660.00
16	Esri Training Pass	
	Esri Training Pass—per Day, 50 Days or Greater/per—Year-Multiple Year Term	480.00
	Esri Training Pass—per Day, 50 Days or Greater/per Year—One-Year Term	480.00
	Esri Training Pass—per Day, Up to 49 Days/per Year—Multiple Year Term	505.00
	Esri Training Pass—per Day, Up to 49 Days/per Year	
	One-Year Term	505.00
	Esri Training Pass—One year extension, Up to 49 Days	500.00
	Esri Training Pass—One year extension, 50 Days or Greater	1500.00
17	Premium Support Services	
	Premium Support Annual Use—Unlimited Incidents	35000.00
18	Professional Services Packages	
18	Workshop Packages	
	Esri Production Mapping Workshop (3 days)	11400.00
	Esri Defense Mapping Workshop (3 days)	11400.00
	Esri Nautical Solution Workshop (5 days)	16600.00
	Esri Aeronautical Solution Workshop (3 days)	11400.00
	ArcGIS Data Reviewer Workshop (3 days)	11400.00
	ArcGIS Workflow Manager Workshop (3 days)	11400.00
	Parcel Maintenance Workshop (3 days)	11400.00
18	Jumpstart Packages	
	ArcGIS Server Jumpstart 3-Day Option (up to 2 servers)	8000.00

	ArcGIS Server Jumpstart 4-Day Option (up to 4 servers)	10000.00
	ArcGIS Server Geoportal Extension Jumpstart (3-day option)	11400.00
	ArcGIS Server Geoportal Extension Jumpstart (5-day option)	16600.00
	Esri Geoportal Server Jumpstart (3-day option)	11400.00
	Esri Geoportal Server Jumpstart (5-day option)	16600.00
	Esri Production Mapping Jumpstart (5 days)	16600.00
	Esri Defense Mapping Jumpstart (5 days)	16600.00
	Esri Nautical Solution Jumpstart (10 days)	29600.00
	Esri Aeronautical Solution Jumpstart (5 days)	16600.00
	ArcGIS Data Reviewer Jumpstart (5 days)	16600.00
	ArcGIS Workflow Manager Jumpstart (5 days)	16600.00
	Tracking Server Jumpstart (5 days)	21900.00
	ArcGIS Server Image Extension Jumpstart (3 days)	11400.00
	Portal for ArcGIS Jumpstart (9 days)	30000.00
	Parcel Data Migration Jumpstart (3 days)	11400.00
	Enterprise GIS Health Check (3 days)	11400.00
	Remote Developer Support (20 hours)	4700.00
	Remote Support for ArcGIS Server Geoportal Extension (20 hours)	4700.00
	Remote Support for Esri Geoportal Server (20 hours)	4700.00
19	Esri Enterprise Advantage Program	
	Esri Enterprise Advantage Program (EEAP)	75000.00
	Additional EEAP Technical Advisor Services	21000.00
	Additional EEAP 100 Learning and Service Credits	47000.00
	Additional EEAP 50 Learning and Service Credits	23500.00
20	Esri StreetMap Premium Advanced NAVTEQ Data	
20	Esri StreetMap Premium Advanced NAVTEQ Data—United States	
	United States—All Usage Types (per single use Desktop user/per year)	8800.00
	United States—All Usage Types (per concurrent use Desktop user/per year)	22000.00
	United States—All Usage Types (per Server Workgroup/per year)	44000.00
	United States—All Usage Types (per Server Enterprise/per year)	110000.00
	United States—All Usage Types (per additional 2 cores Server Enterprise/per year)	44000.00
	United States—Display (per single use Desktop user/per year)	1200.00
	United States—Display (per concurrent use Desktop user/per year)	3000.00
	United States—Display (per Server Workgroup/per year)	6000.00
	United States—Display (per Server Enterprise/per year)	15000.00
	United States—Display (per additional 2 cores Server Enterprise/per year)	6000.00
	United States—Geocode (per single use Desktop user/per year)	3100.00
	United States—Geocode (per concurrent use Desktop user/per year)	7750.00
	United States—Geocode (per Server Workgroup/per year)	15500.00
	United States—Geocode (per Server Enterprise/per year)	38750.00
	United States—Geocode (per additional 2 cores Server Enterprise/per year)	15500.00
	United States—Route (per single use Desktop user/per year)	4500.00
	United States—Route (per concurrent use Desktop user/per year)	11250.00
	United States—Route (per Server Workgroup/per year)	22500.00
	United States—Route (per Server Enterprise/per year)	56250.00
	United States—Route (per additional 2 cores Server Enterprise/per year)	22500.00
20	Esri StreetMap Premium Advanced NAVTEQ Data—State	
	State—All Usage Types (per single use Desktop user/per year)	2900.00
	State—All Usage Types (per concurrent use Desktop user/per year)	7250.00
	State—All Usage Types (per Server Workgroup/per year)	14500.00
	State—All Usage Types (per Server Enterprise/per year)	36250.00

	State—All Usage Types (per additional 2 cores Server Enterprise/per year)	14500.00
	State—Display (per single use Desktop user/per year)	400.00
	State—Display (per concurrent use Desktop user/per year)	1000.00
	State—Display (per Server Workgroup/per year)	2000.00
	State—Display (per Server Enterprise/per year)	5000.00
	State—Display (per additional 2 cores Server Enterprise/per year)	2000.00
	State—Geocode (per single use Desktop user/per year)	1000.00
	State—Geocode (per concurrent use Desktop user/per year)	2500.00
	State—Geocode (per Server Workgroup/per year)	5000.00
	State—Geocode (per Server Enterprise/per year)	12500.00
	State—Geocode (per additional 2 cores Server Enterprise/per year)	5000.00
	State—Route (per single use Desktop user/per year)	1500.00
	State—Route (per concurrent use Desktop user/per year)	3750.00
	State—Route (per Server Workgroup/per year)	7500.00
	State—Route (per Server Enterprise/per year)	18750.00
	State—Route (per additional 2 cores Server Enterprise/per year)	7500.00
	Esri StreetMap Premium Advanced NAVTEQ Data—North America (United States, Canada & Mexico)	
20	North America—All Usage Types (per single use Desktop user/per year)	15900.00
	North America—All Usage Types (per concurrent use Desktop user/per year)	39750.00
	North America—All Usage Types (per Server Workgroup/per year)	79500.00
	North America—All Usage Types (per Server Enterprise/per year)	198750.00
	North America—All Usage Types (per additional 2 cores Server Enterprise/per year)	79500.00
	North America—Display (per single use Desktop user/per year)	2400.00
	North America—Display (per concurrent use Desktop user/per year)	6000.00
	North America—Display (per Server Workgroup/per year)	12000.00
	North America—Display (per Server Enterprise/per year)	30000.00
	North America—Display (per additional 2 cores Server Enterprise/per year)	12000.00
	North America—Geocode (per single use Desktop user/per year)	5000.00
	North America—Geocode (per concurrent use Desktop user/per year)	12500.00
	North America—Geocode (per Server Workgroup/per year)	25000.00
	North America—Geocode (per Server Enterprise/per year)	62500.00
	North America—Geocode (per additional 2 cores Server Enterprise/per year)	25000.00
	North America—Route (per single use Desktop user/per year)	8500.00
	North America—Route (per concurrent use Desktop user/per year)	21250.00
	North America—Route (per Server Workgroup/per year)	42500.00
	North America—Route (per Server Enterprise/per year)	106250.00
	North America—Route (per additional 2 cores Server Enterprise/per year)	42500.00
20	Esri StreetMap Premium Advanced NAVTEQ Data—United States & Canada	
	United States and Canada—All Usage Types (per single use Desktop user/per year)	13500.00
	United States and Canada—All Usage Types (per concurrent use Desktop user/per year)	33750.00
	United States and Canada—All Usage Types (per Server Workgroup/per year)	67500.00
	United States and Canada—All Usage Types (per Server Enterprise/per year)	168750.00
	United States and Canada—All Usage Types (per additional 2 cores Server Enterprise/per year)	67500.00
	United States and Canada—Display (per single use Desktop user/per year)	1800.00
	United States and Canada—Display (per concurrent use Desktop user/per year)	4500.00
	United States and Canada—Display (per Server Workgroup/per year)	9000.00
	United States and Canada—Display (per Server Enterprise/per year)	22500.00
	United States and Canada—Display (per additional 2 cores Server Enterprise/per year)	9000.00
	United States and Canada—Geocode (per single use Desktop user/per year)	4200.00
	United States and Canada—Geocode (per concurrent use Desktop user/per year)	10500.00

	United States and Canada—Geocode (per Server Workgroup/per year)	21000.00
	United States and Canada—Geocode (per Server Enterprise/per year)	52500.00
	United States and Canada—Geocode (per additional 2 cores Server Enterprise/per year)	21000.00
	United States and Canada—Route (per single use Desktop user/per year)	7500.00
	United States and Canada—Route (per concurrent use Desktop user/per year)	18750.00
	United States and Canada—Route (per Server Workgroup/per year)	37500.00
	United States and Canada—Route (per Server Enterprise/per year)	93750.00
	United States and Canada—Route (per additional 2 cores Server Enterprise/per year)	37500.00
20	Esri StreetMap Premium Advanced NAVTEQ Data—Canada	
	Canada—All Usage Types (per single use Desktop user/per year)	6100.00
	Canada—All Usage Types (per concurrent use Desktop user/per year)	15250.00
	Canada—All Usage Types (per Server Workgroup/per year)	30500.00
	Canada—All Usage Types (per Server Enterprise/per year)	76500.00
	Canada—All Usage Types (per additional 2 cores Server Enterprise/per year)	30500.00
	Canada—Display (per single use Desktop user/per year)	960.00
	Canada—Display (per concurrent use Desktop user/per year)	2400.00
	Canada—Display (per Server Workgroup/per year)	4800.00
	Canada—Display (per Server Enterprise/per year)	12000.00
	Canada—Display (per additional 2 cores Server Enterprise/per year)	4800.00
	Canada—Route (per single use Desktop user/per year)	3700.00
	Canada—Route (per concurrent use Desktop user/per year)	9250.00
	Canada—Route (per Server Workgroup/per year)	18500.00
	Canada—Route (per Server Enterprise/per year)	46250.00
	Canada—Route (per additional 2 cores Server Enterprise/per year)	18500.00
20	Esri StreetMap Premium Advanced NAVTEQ Data—Province	
	Province—All Usage Types (per single use Desktop user/per year)	2900.00
	Province—All Usage Types (per concurrent use Desktop user/per year)	7250.00
	Province—All Usage Types (per Server Workgroup/per year)	14500.00
	Province—All Usage Types (per Server Enterprise/per year)	36250.00
	Province—All Usage Types (per additional 2 cores Server Enterprise/per year)	14500.00
	Province—Display (per single use Desktop user/per year)	400.00
	Province—Display (per concurrent use Desktop user/per year)	1000.00
	Province—Display (per Server Workgroup/per year)	2000.00
	Province—Display (per Server Enterprise/per year)	5000.00
	Province—Display (per additional 2 cores Server Enterprise/per year)	2000.00
	Province—Geocode (per single use Desktop user/per year)	1000.00
	Province—Geocode (per concurrent use Desktop user/per year)	2500.00
	Province—Geocode (per Server Workgroup/per year)	5000.00
	Province—Geocode (per Server Enterprise/per year)	12500.00
	Province—Geocode (per additional 2 cores Server Enterprise/per year)	5000.00
	Province—Route (per single use Desktop user/per year)	1500.00
	Province—Route (per concurrent use Desktop user/per year)	3750.00
	Province—Route (per Server Workgroup/per year)	7500.00
	Province—Route (per Server Enterprise/per year)	18750.00
	Province—Route (per additional 2 cores Server Enterprise/per year)	7500.00
20	Esri StreetMap Premium NAVTEQ Data	
20	Esri StreetMap Premium NAVTEQ Data—United States	
	United States—All Usage Types (per single use Desktop user/per year)	6000.00
	United States—All Usage Types (per concurrent use Desktop user/per year)	15000.00
	United States—All Usage Types (per Server Workgroup/per year)	30000.00
	United States—All Usage Types (per Server Enterprise/per year)	75000.00

	United States—All Usage Types (per additional 2 cores Server Enterprise/per year)	30000.00
	United States—Display (per single use Desktop user/per year)	1200.00
	United States—Display (per concurrent use Desktop user/per year)	3000.00
	United States—Display (per Server Workgroup/per year)	6000.00
	United States—Display (per Server Enterprise/per year)	15000.00
	United States—Display (per additional 2 cores Server Enterprise/per year)	6000.00
	United States—Geocode (per single use Desktop user/per year)	1800.00
	United States—Geocode (per concurrent use Desktop user/per year)	4500.00
	United States—Geocode (per Server Workgroup/per year)	9000.00
	United States—Geocode (per Server Enterprise/per year)	22500.00
	United States—Geocode (per additional 2 cores Server Enterprise/per year)	9000.00
	United States—Route (per single use Desktop user/per year)	3000.00
	United States—Route (per concurrent use Desktop user/per year)	7500.00
	United States—Route (per Server Workgroup/per year)	15000.00
	United States—Route (per Server Enterprise/per year)	37500.00
	United States—Route (per additional 2 cores Server Enterprise/per year)	15000.00
20	Esri StreetMap Premium NAVTEQ Data—North America (United States, Canada & Mexico)	
	North America —All Usage Types (per single use Desktop user/per year)	12000.00
	North America—All Usage Types (per concurrent use Desktop user/per year)	30000.00
	North America—All Usage Types (per Server Workgroup/per year)	60000.00
	North America—All Usage Types (per Server Enterprise/per year)	150000.00
	North America—All Usage Types (per additional 2 cores Server Enterprise/per year)	60000.00
	North America—Display (per single use Desktop user/per year)	2400.00
	North America—Display (per concurrent use Desktop user/per year)	6000.00
	North America—Display (per Server Workgroup/per year)	12000.00
	North America—Display (per Server Enterprise/per year)	30000.00
	North America—Display (per additional 2 cores Server Enterprise/per year)	12000.00
	North America—Geocode (per single use Desktop user/per year)	3600.00
	North America—Geocode (per concurrent use Desktop user/per year)	9000.00
	North America—Geocode (per Server Workgroup/per year)	18000.00
	North America—Geocode (per Server Enterprise/per year)	45000.00
	North America—Geocode (per additional 2 cores Server Enterprise/per year)	18000.00
	North America—Route (per single use Desktop user/per year)	6000.00
	North America—Route (per concurrent use Desktop user/per year)	15000.00
	North America—Route (per Server Workgroup/per year)	30000.00
	North America—Route (per Server Enterprise/per year)	75000.00
	North America—Route (per additional 2 cores Server Enterprise/per year)	30000.00
20	Esri StreetMap Premium NAVTEQ Data—State	
	State—All Usage Types (per single use Desktop user/per year)	2000.00
	State—All Usage Types (per concurrent use Desktop user/per year)	5000.00
	State—All Usage Types (per Server Workgroup/per year)	10000.00
	State—All Usage Types (per Server Enterprise/per year)	25000.00
	State—All Usage Types (per additional 2 cores Server Enterprise/per year)	10000.00
	State—Display (per single use Desktop user/per year)	400.00
	State—Display (per concurrent use Desktop user/per year)	1000.00
	State—Display (per Server Workgroup/per year)	2000.00
	State—Display (per Server Enterprise/per year)	5000.00
	State—Display (per additional 2 cores Server Enterprise/per year)	2000.00
	State—Geocode (per single use Desktop user/per year)	600.00
	State—Geocode (per concurrent use Desktop user/per year)	1500.00
	State—Geocode (per Server Workgroup/per year)	3000.00

	State—Geocode (per Server Enterprise/per year)	7500.00
	State—Geocode (per additional 2 cores Server Enterprise/per year)	3000.00
	State—Route (per single use Desktop user/per year)	1000.00
	State—Route (per concurrent use Desktop user/per year)	2500.00
	State—Route (per Server Workgroup/per year)	5000.00
	State—Route (per Server Enterprise/per year)	12500.00
	State—Route (per additional 2 cores Server Enterprise/per year)	5000.00
20	Esri StreetMap Premium NAVTEQ Data—Canada	
	Canada —All Usage Types (per single use Desktop user/per year)	4800.00
	Canada—All Usage Types (per concurrent use Desktop user/per year)	12000.00
	Canada—All Usage Types (per Server Workgroup/per year)	24000.00
	Canada—All Usage Types (per Server Enterprise/per year)	60000.00
	Canada—All Usage Types (per additional 2 cores Server Enterprise/per year)	24000.00
	Canada—Display (per single use Desktop user/per year)	960.00
	Canada—Display (per concurrent use Desktop user/per year)	2400.00
	Canada—Display (per Server Workgroup/per year)	4800.00
	Canada—Display (per Server Enterprise/per year)	12000.00
	Canada—Display (per additional 2 cores Server Enterprise/per year)	4800.00
	Canada—Geocode (per single use Desktop user/per year)	1440.00
	Canada—Geocode (per concurrent use Desktop user/per year)	3600.00
	Canada—Geocode (per Server Workgroup/per year)	7200.00
	Canada—Geocode (per Server Enterprise/per year)	18000.00
	Canada—Geocode (per additional 2 cores Server Enterprise/per year)	7200.00
	Canada—Route (per single use Desktop user/per year)	2400.00
	Canada—Route (per concurrent use Desktop user/per year)	6000.00
	Canada—Route (per Server Workgroup/per year)	12000.00
	Canada—Route (per Server Enterprise/per year)	30000.00
	Canada—Route (per additional 2 cores Server Enterprise/per year)	12000.00
20	Esri StreetMap Premium NAVTEQ Data—Province	
	Province—All Usage Types (per single use Desktop user/per year)	2000.00
	Province—All Usage Types (per concurrent use Desktop user/per year)	5000.00
	Province—All Usage Types (per Server Workgroup/per year)	10000.00
	Province—All Usage Types (per Server Enterprise/per year)	25000.00
	Province—All Usage Types (per additional 2 cores Server Enterprise/per year)	10000.00
	Province—Display (per single use Desktop user/per year)	400.00
	Province—Display (per concurrent use Desktop user/per year)	1000.00
	Province—Display (per Server Workgroup/per year)	2000.00
	Province—Display (per Server Enterprise/per year)	5000.00
	Province—Display (per additional 2 cores Server Enterprise/per year)	2000.00
	Province—Geocode (per single use Desktop user/per year)	600.00
	Province—Geocode (per concurrent use Desktop user/per year)	1500.00
	Province—Geocode (per Server Workgroup/per year)	3000.00
	Province—Geocode (per Server Enterprise/per year)	7500.00
	Province—Geocode (per additional 2 cores Server Enterprise/per year)	3000.00
	Province—Route (per single use Desktop user/per year)	1000.00
	Province—Route (per concurrent use Desktop user/per year)	2500.00
	Province—Route (per Server Workgroup/per year)	5000.00
	Province—Route (per Server Enterprise/per year)	12500.00
	Province—Route (per additional 2 cores Server Enterprise/per year)	5000.00
20	Esri StreetMap Premium NAVTEQ Data—Europe	
	Europe —All Usage Types (per single use Desktop user/per year)	11500.00

	Europe—All Usage Types (per concurrent use Desktop user/per year)	28750.00
	Europe—All Usage Types (per Server Workgroup/per year)	57500.00
	Europe—All Usage Types (per Server Enterprise/per year)	143570.00
	Europe—All Usage Types (per additional 2 cores Server Enterprise/per year)	57500.00
	Europe—Display (per single use Desktop user/per year)	2300.00
	Europe—Display (per concurrent use Desktop user/per year)	5750.00
	Europe—Display (per Server Workgroup/per year)	11500.00
	Europe—Display (per Server Enterprise/per year)	28750.00
	Europe—Display (per additional 2 cores Server Enterprise/per year)	11500.00
	Europe—Geocode (per single use Desktop user/per year)	3450.00
	Europe—Geocode (per concurrent use Desktop user/per year)	8625.00
	Europe—Geocode (per Server Workgroup/per year)	17250.00
	Europe—Geocode (per Server Enterprise/per year)	43125.00
	Europe—Geocode (per additional 2 cores Server Enterprise/per year)	17250.00
	Europe—Route (per single use Desktop user/per year)	5750.00
	Europe—Route (per concurrent use Desktop user/per year)	14375.00
	Europe—Route (per Server Workgroup/per year)	28750.00
	Europe—Route (per Server Enterprise/per year)	71875.00
	Europe—Route (per additional 2 cores Server Enterprise/per year)	28750.00
20	Esri StreetMap Premium NAVTEQ Data—Small Country in Europe	
	Small Country—All Usage Types (per single use Desktop user/per year)	2500.00
	Small Country—All Usage Types (per concurrent use Desktop user/per year)	6250.00
	Small Country—All Usage Types (per Server Workgroup/per year)	12500.00
	Small Country—All Usage Types (per Server Enterprise/per year)	31250.00
	Small Country—All Usage Types (per additional 2 cores Server Enterprise/per year)	12500.00
	Small Country—Display (per single use Desktop user/per year)	500.00
	Small Country—Display (per concurrent use Desktop user/per year)	1250.00
	Small Country—Display (per Server Workgroup/per year)	2500.00
	Small Country—Display (per Server Enterprise/per year)	6250.00
	Small Country—Display (per additional 2 cores Server Enterprise/per year)	2500.00
	Small Country—Geocode (per single use Desktop user/per year)	750.00
	Small Country—Geocode (per concurrent use Desktop user/per year)	1875.00
	Small Country—Geocode (per Server Workgroup/per year)	3750.00
	Small Country—Geocode (per Server Enterprise/per year)	9375.00
	Small Country—Geocode (per additional 2 cores Server Enterprise/per year)	3750.00
	Small Country—Route (per single use Desktop user/per year)	1250.00
	Small Country—Route (per concurrent use Desktop user/per year)	3125.00
	Small Country—Route (per Server Workgroup/per year)	6250.00
	Small Country—Route (per Server Enterprise/per year)	15625.00
	Small Country—Route (per additional 2 cores Server Enterprise/per year)	6250.00
20	Esri StreetMap Premium NAVTEQ Data—Large Country in Europe	
	Large Country—All Usage Types (per single use Desktop user/per year)	4100.00
	Large Country—All Usage Types (per concurrent use Desktop user/per year)	10250.00
	Large Country—All Usage Types (per Server Workgroup/per year)	20500.00
	Large Country—All Usage Types (per Server Enterprise/per year)	51250.00
	Large Country—All Usage Types (per additional 2 cores Server Enterprise/per year)	20500.00
	Large Country—Display (per single use Desktop user/per year)	820.00
	Large Country—Display (per concurrent use Desktop user/per year)	2050.00
	Large Country—Display (per Server Workgroup/per year)	4100.00
	Large Country—Display (per Server Enterprise/per year)	10250.00
	Large Country—Display (per additional 2 cores Server Enterprise/per year)	4100.00

	Large Country—Geocode (per single use Desktop user/per year)	1230.00
	Large Country—Geocode (per concurrent use Desktop user/per year)	3075.00
	Large Country—Geocode (per Server Workgroup/per year)	6150.00
	Large Country—Geocode (per Server Enterprise/per year)	15375.00
	Large Country—Geocode (per additional 2 cores Server Enterprise/per year)	6150.00
	Large Country—Route (per single use Desktop user/per year)	2050.00
	Large Country—Route (per concurrent use Desktop user/per year)	5125.00
	Large Country—Route (per Server Workgroup/per year)	10250.00
	Large Country—Route (per Server Enterprise/per year)	25625.00
	Large Country—Route (per additional 2 cores Server Enterprise/per year)	10250.00
20	Esri StreetMap Premium NAVTEQ Data—Mexico	
	Mexico—All Usage Types (per single use Desktop user/per year)	4300.00
	Mexico—All Usage Types (per concurrent use Desktop user/per year)	10750.00
	Mexico—All Usage Types (per Server Workgroup/per year)	21500.00
	Mexico—All Usage Types (per Server Enterprise/per year)	53750.00
	Mexico—All Usage Types (per additional 2 cores Server Enterprise/per year)	21500.00
	Mexico—Display (per single use Desktop user/per year)	860.00
	Mexico—Display (per concurrent use Desktop user/per year)	2150.00
	Mexico—Display (per Server Workgroup/per year)	4300.00
	Mexico—Display (per Server Enterprise/per year)	10750.00
	Mexico—Display (per additional 2 cores Server Enterprise/per year)	4300.00
	Mexico—Geocode (per single use Desktop user/per year)	1290.00
	Mexico—Geocode (per concurrent use Desktop user/per year)	3225.00
	Mexico—Geocode (per Server Workgroup/per year)	6450.00
	Mexico—Geocode (per Server Enterprise/per year)	16125.00
	Mexico—Geocode (per additional 2 cores Server Enterprise/per year)	6450.00
	Mexico—Route (per single use Desktop user/per year)	2150.00
	Mexico—Route (per concurrent use Desktop user/per year)	5375.00
	Mexico—Route (per Server Workgroup/per year)	10750.00
	Mexico—Route (per Server Enterprise/per year)	26875.00
	Mexico—Route (per additional 2 cores Server Enterprise/per year)	10750.00
20	Esri StreetMap Premium NAVTEQ Data—United States and Canada	
	United States and Canada—All Usage Types (per single use Desktop user/per year)	9000.00
	United States and Canada—All Usage Types (per concurrent use Desktop user/per year)	22500.00
	United States and Canada—All Usage Types (per Server Workgroup/per year)	45000.00
	United States and Canada—All Usage Types (per Server Enterprise/per year)	112500.00
	United States and Canada—All Usage Types (per additional 2 cores Server Enterprise/per year)	45000.00
	United States and Canada—Display (per single use Desktop user/per year)	1800.00
	United States and Canada—Display (per concurrent use Desktop user/per year)	4500.00
	United States and Canada—Display (per Server Workgroup/per year)	9000.00
	United States and Canada—Display (per Server Enterprise/per year)	22500.00
	United States and Canada—Display (per additional 2 cores Server Enterprise/per year)	9000.00
	United States and Canada—Geocode (per single use Desktop user/per year)	2700.00
	United States and Canada—Geocode (per concurrent use Desktop user/per year)	6750.00
	United States and Canada—Geocode (per Server Workgroup/per year)	13500.00
	United States and Canada—Geocode (per Server Enterprise/per year)	33750.00
	United States and Canada—Geocode (per additional 2 cores Server Enterprise/per year)	13500.00
	United States and Canada—Route (per single use Desktop user/per year)	4500.00
	United States and Canada—Route (per concurrent use Desktop user/per year)	11250.00
	United States and Canada—Route (per Server Workgroup/per year)	22500.00
	United States and Canada—Route (per Server Enterprise/per year)	56250.00

	United States and Canada—Route (per additional 2 cores Server Enterprise/per year)	22500.00
20	Esri StreetMap Premium TomTom Data	
20	Esri StreetMap Premium TomTom Data—United States	
	United States—All Usage Types (per single use Desktop user/per year)	6000.00
	United States—All Usage Types (per concurrent use Desktop user/per year)	15000.00
	United States—All Usage Types (per Server Workgroup/per year)	30000.00
	United States—All Usage Types (per Server Enterprise/per year)	75000.00
	United States—All Usage Types (per additional 2 cores Server Enterprise/per year)	30000.00
	United States—Display (per single use Desktop user/per year)	1200.00
	United States—Display (per concurrent use Desktop user/per year)	3000.00
	United States—Display (per Server Workgroup/per year)	6000.00
	United States—Display (per Server Enterprise/per year)	15000.00
	United States—Display (per additional 2 cores Server Enterprise/per year)	6000.00
	United States—Geocode (per single use Desktop user/per year)	1800.00
	United States—Geocode (per concurrent use Desktop user/per year)	4500.00
	United States—Geocode (per Server Workgroup/per year)	9000.00
	United States—Geocode (per Server Enterprise/per year)	22500.00
	United States—Geocode (per additional 2 cores Server Enterprise/per year)	9000.00
	United States—Route (per single use Desktop user/per year)	3000.00
	United States—Route (per concurrent use Desktop user/per year)	7500.00
	United States—Route (per Server Workgroup/per year)	15000.00
	United States—Route (per Server Enterprise/per year)	37500.00
	United States—Route (per additional 2 cores Server Enterprise/per year)	15000.00
20	Esri StreetMap Premium TomTom Data—Small State in the United States	
	Small State—All Usage Types (per single use Desktop user/per year)	900.00
	Small State—All Usage Types (per concurrent use Desktop user/per year)	2250.00
	Small State—All Usage Types (per Server Workgroup/per year)	4500.00
	Small State—All Usage Types (per Server Enterprise/per year)	11250.00
	Small State—All Usage Types (per additional 2 cores Server Enterprise/per year)	4500.00
	Small State—Display (per single use Desktop user/per year)	500.00
	Small State—Display (per concurrent use Desktop user/per year)	500.00
	Small State—Display (per Server Workgroup/per year)	900.00
	Small State—Display (per Server Enterprise/per year)	2250.00
	Small State—Display (per additional 2 cores Server Enterprise/per year)	900.00
	Small State—Geocode (per single use Desktop user/per year)	500.00
	Small State—Geocode (per concurrent use Desktop user/per year)	675.00
	Small State—Geocode (per Server Workgroup/per year)	1350.00
	Small State—Geocode (per Server Enterprise/per year)	3375.00
	Small State—Geocode (per additional 2 cores Server Enterprise/per year)	1350.00
	Small State—Route (per single use Desktop user/per year)	500.00
	Small State—Route (per concurrent use Desktop user/per year)	1125.00
	Small State—Route (per Server Workgroup/per year)	2250.00
	Small State—Route (per Server Enterprise/per year)	5625.00
	Small State—Route (per additional 2 cores Server Enterprise/per year)	2250.00
20	Esri StreetMap Premium TomTom Data—Medium State in the United States	
	Medium State—All Usage Types (per single use Desktop user/per year)	1200.00
	Medium State—All Usage Types (per concurrent use Desktop user/per year)	3000.00
	Medium State—All Usage Types (per Server Workgroup/per year)	6000.00
	Medium State—All Usage Types (per Server Enterprise/per year)	15000.00
	Medium State—All Usage Types (per additional 2 cores Server Enterprise/per year)	6000.00
	Medium State—Display (per single use Desktop user/per year)	500.00

	Medium State—Display (per concurrent use Desktop user/per year)	600.00
	Medium State—Display (per Server Workgroup/per year)	1200.00
	Medium State—Display (per Server Enterprise/per year)	3000.00
	Medium State—Display (per additional 2 cores Server Enterprise/per year)	1200.00
	Medium State—Geocode (per single use Desktop user/per year)	500.00
	Medium State—Geocode (per concurrent use Desktop user/per year)	900.00
	Medium State—Geocode (per Server Workgroup/per year)	1800.00
	Medium State—Geocode (per Server Enterprise/per year)	4500.00
	Medium State—Geocode (per additional 2 cores Server Enterprise/per year)	1800.00
	Medium State—Route (per single use Desktop user/per year)	600.00
	Medium State—Route (per concurrent use Desktop/per year)	1500.00
	Medium State—Route (per Server Workgroup/per year)	3000.00
	Medium State—Route (per Server Enterprise/per year)	7500.00
	Medium State—Route (per additional 2 cores Server Enterprise/per year)	3000.00
20	Esri StreetMap Premium TomTom Data—Large State in the United States	
	Large State—All Usage Types (per single use Desktop user/per year)	1800.00
	Large State—All Usage Types (per concurrent use Desktop user/per year)	4500.00
	Large State—All Usage Types (per Server Workgroup/per year)	9000.00
	Large State—All Usage Types (per Server Enterprise/per year)	22500.00
	Large State—All Usage Types (per additional 2 cores Server Enterprise/per year)	9000.00
	Large State—Display (per single use Desktop user/per year)	540.00
	Large State—Display (per concurrent use Desktop user/per year)	900.00
	Large State—Display (per Server Workgroup/per year)	1800.00
	Large State—Display (per Server Enterprise/per year)	4500.00
	Large State—Display (per additional 2 cores Server Enterprise/per year)	1800.00
	Large State—Geocode (per single use Desktop user/per year)	540.00
	Large State—Geocode (per concurrent use Desktop user/per year)	1350.00
	Large State—Geocode (per Server Workgroup/per year)	2700.00
	Large State—Geocode (per Server Enterprise/per year)	6750.00
	Large State—Geocode (per additional 2 cores Server Enterprise/per year)	2700.00
	Large State—Route (per single use Desktop user/per year)	900.00
	Large State—Route (per concurrent use Desktop user/per year)	2250.00
	Large State—Route (per Server Workgroup/per year)	4500.00
	Large State—Route (per Server Enterprise/per year)	11250.00
	Large State—Route (per additional 2 cores Server Enterprise/per year)	4500.00
20	Esri StreetMap Premium TomTom Data—North America	
	North America —All Usage Types (per single use Desktop user/per year)	9000.00
	North America—All Usage Types (per concurrent use Desktop user/per year)	22500.00
	North America—All Usage Types (per Server Workgroup/per year)	45000.00
	North America—All Usage Types (per Server Enterprise/per year)	112500.00
	North America—All Usage Types (per additional 2 cores Server Enterprise/per year)	45000.00
	North America—Display (per single use Desktop user/per year)	1800.00
	North America—Display (per concurrent use Desktop user/per year)	4500.00
	North America—Display (per Server Workgroup/per year)	9000.00
	North America—Display (per Server Enterprise/per year)	22500.00
	North America—Display (per additional 2 cores Server Enterprise/per year)	9000.00
	North America—Geocode (per single use Desktop user/per year)	2700.00
	North America—Geocode (per concurrent use Desktop user/per year)	6750.00
	North America—Geocode (per Server Workgroup/per year)	13500.00
	North America—Geocode (per Server Enterprise/per year)	33750.00
	North America—Geocode (per additional 2 cores Server Enterprise/per year)	13500.00

	North America—Route (per single use Desktop user/per year)	4500.00
	North America—Route (per concurrent use Desktop user/per year)	11250.00
	North America—Route (per Server Workgroup/per year)	22500.00
	North America—Route (per Server Enterprise/per year)	56250.00
	North America—Route (per additional 2 cores Server Enterprise/per year)	22500.00
20	Esri StreetMap Premium TomTom Data—Canada	
	Canada —All Usage Types (per single use Desktop user/per year)	3000.00
	Canada—All Usage Types (per concurrent use Desktop user/per year)	7500.00
	Canada—All Usage Types (per Server Workgroup/per year)	15000.00
	Canada—All Usage Types (per Server Enterprise/per year)	37500.00
	Canada—All Usage Types (per additional 2 cores Server Enterprise/per year)	15000.00
	Canada—Display (per single use Desktop user/per year)	600.00
	Canada—Display (per concurrent use Desktop user/per year)	1500.00
	Canada—Display (per Server Workgroup/per year)	3000.00
	Canada—Display (per Server Enterprise/per year)	7500.00
	Canada—Display (per additional 2 cores Server Enterprise/per year)	3000.00
	Canada—Geocode (per single use Desktop user/per year)	900.00
	Canada—Geocode (per concurrent use Desktop user/per year)	2250.00
	Canada—Geocode (per Server Workgroup/per year)	4500.00
	Canada—Geocode (per Server Enterprise/per year)	11250.00
	Canada—Geocode (per additional 2 cores Server Enterprise/per year)	4500.00
	Canada—Route (per single use Desktop user/per year)	1500.00
	Canada—Route (per concurrent use Desktop user/per year)	3750.00
	Canada—Route (per Server Workgroup/per year)	7500.00
	Canada—Route (per Server Enterprise/per year)	18750.00
	Canada—Route (per additional 2 cores Server Enterprise/per year)	7500.00
20	Esri StreetMap Premium TomTom Data—Small Province in Canada	
	Small Province—All Usage Types (per single use Desktop user/per year)	900.00
	Small Province—All Usage Types (per concurrent use Desktop user/per year)	2250.00
	Small Province—All Usage Types (per Server Workgroup/per year)	4500.00
	Small Province—All Usage Types (per Server Enterprise/per year)	11250.00
	Small Province—All Usage Types (per additional 2 cores Server Enterprise/per year)	4500.00
	Small Province—Display (per single use Desktop user/per year)	500.00
	Small Province—Display (per concurrent use Desktop user/per year)	500.00
	Small Province—Display (per Server Workgroup/per year)	900.00
	Small Province—Display (per Server Enterprise/per year)	2250.00
	Small Province—Display (per additional 2 cores Server Enterprise/per year)	900.00
	Small Province—Geocode (per single use Desktop user/per year)	500.00
	Small Province—Geocode (per concurrent use Desktop user/per year)	675.00
	Small Province—Geocode (per Server Workgroup/per year)	1350.00
	Small Province—Geocode (per Server Enterprise/per year)	3375.00
	Small Province—Geocode (per additional 2 cores Server Enterprise/per year)	1350.00
	Small Province—Route (per single use Desktop user/per year)	500.00
	Small Province—Route (per concurrent use Desktop user/per year)	1125.00
	Small Province—Route (per Server Workgroup/per year)	2250.00
	Small Province—Route (per Server Enterprise/per year)	5625.00
	Small Province—Route (per additional 2 cores Server Enterprise/per year)	2250.00
20	Esri StreetMap Premium TomTom Data—Medium Province in Canada	
	Medium Province—All Usage Types (per single use Desktop user/per year)	1200.00
	Medium Province—All Usage Types (per concurrent use Desktop user/per year)	3000.00
	Medium Province—All Usage Types (per Server Workgroup/per year)	6000.00

	Medium Province—All Usage Types (per Server Enterprise/per year)	15000.00
	Medium Province—All Usage Types (per additional 2 cores Server Enterprise/per year)	6000.00
	Medium Province—Display (per single use Desktop user/per year)	500.00
	Medium Province—Display (per concurrent use Desktop user/per year)	600.00
	Medium Province—Display (per Server Workgroup/per year)	1200.00
	Medium Province—Display (per Server Enterprise/per year)	3000.00
	Medium Province—Display (per additional 2 cores Server Enterprise/per year)	1200.00
	Medium Province—Geocode (per single use Desktop user/per year)	500.00
	Medium Province—Geocode (per concurrent use Desktop user/per year)	900.00
	Medium Province—Geocode (per Server Workgroup/per year)	1800.00
	Medium Province—Geocode (per Server Enterprise/per year)	4500.00
	Medium Province—Geocode (per additional 2 cores Server Enterprise/per year)	1800.00
	Medium Province—Route (per single use Desktop user/per year)	600.00
	Medium Province—Route (per concurrent use Desktop/per year)	1500.00
	Medium Province—Route (per Server Workgroup/per year)	3000.00
	Medium Province—Route (per Server Enterprise/per year)	7500.00
	Medium Province—Route (per additional 2 cores Server Enterprise/per year)	3000.00
20	Esri StreetMap Premium TomTom Data—Large Province in Canada	
	Large Province—All Usage Types (per single use Desktop user/per year)	1800.00
	Large Province—All Usage Types (per concurrent use Desktop user/per year)	4500.00
	Large Province—All Usage Types (per Server Workgroup/per year)	9000.00
	Large Province—All Usage Types (per Server Enterprise/per year)	22500.00
	Large Province—All Usage Types (per additional 2 cores Server Enterprise/per year)	9000.00
	Large Province—Display (per single use Desktop user/per year)	540.00
	Large Province—Display (per concurrent use Desktop user/per year)	900.00
	Large Province—Display (per Server Workgroup/per year)	1800.00
	Large Province—Display (per Server Enterprise/per year)	4500.00
	Large Province—Display (per additional 2 cores Server Enterprise/per year)	1800.00
	Large Province—Geocode (per single use Desktop user/per year)	540.00
	Large Province—Geocode (per concurrent use Desktop user/per year)	1350.00
	Large Province—Geocode (per Server Workgroup/per year)	2700.00
	Large Province—Geocode (per Server Enterprise/per year)	6750.00
	Large Province—Geocode (per additional 2 cores Server Enterprise/per year)	2700.00
	Large Province—Route (per single use Desktop user/per year)	900.00
	Large Province—Route (per concurrent use Desktop user/per year)	2250.00
	Large Province—Route (per Server Workgroup/per year)	4500.00
	Large Province—Route (per Server Enterprise/per year)	11250.00
	Large Province—Route (per additional 2 cores Server Enterprise/per year)	4500.00
20	Esri StreetMap Premium TomTom Data—Europe	
	Europe —All Usage Types (per single use Desktop user/per year)	11500.00
	Europe—All Usage Types (per concurrent use Desktop user/per year)	26750.00
	Europe—All Usage Types (per Server Workgroup/per year)	57500.00
	Europe—All Usage Types (per Server Enterprise/per year)	143750.00
	Europe—All Usage Types (per additional 2 cores Server Enterprise/per year)	57500.00
	Europe—Display (per single use Desktop user/per year)	2300.00
	Europe—Display (per concurrent use Desktop user/per year)	5750.00
	Europe—Display (per Server Workgroup/per year)	11500.00
	Europe—Display (per Server Enterprise/per year)	28750.00
	Europe—Display (per additional 2 cores Server Enterprise/per year)	11500.00
	Europe—Geocode (per single use Desktop user/per year)	3450.00
	Europe—Geocode (per concurrent use Desktop user/per year)	8625.00

	Europe—Geocode (per Server Workgroup/per year)	17250.00
	Europe—Geocode (per Server Enterprise/per year)	43125.00
	Europe—Geocode (per additional 2 cores Server Enterprise/per year)	17250.00
	Europe—Route (per single use Desktop user/per year)	5750.00
	Europe—Route (per concurrent use Desktop user/per year)	14375.00
	Europe—Route (per Server Workgroup/per year)	28750.00
	Europe—Route (per Server Enterprise/per year)	71875.00
	Europe—Route (per additional 2 cores Server Enterprise/per year)	28750.00
20	Esri StreetMap Premium TomTom Data—Small Country in Europe	
	Small Country—All Usage Types (per single use Desktop user/per year)	1300.00
	Small Country—All Usage Types (per concurrent use Desktop user/per year)	3250.00
	Small Country—All Usage Types (per Server Workgroup/per year)	6500.00
	Small Country—All Usage Types (per Server Enterprise/per year)	16250.00
	Small Country—All Usage Types (per additional 2 cores Server Enterprise/per year)	6500.00
	Small Country—Display (per single use Desktop user/per year)	500.00
	Small Country—Display (per concurrent use Desktop user/per year)	650.00
	Small Country—Display (per Server Workgroup/per year)	1300.00
	Small Country—Display (per Server Enterprise/per year)	3250.00
	Small Country—Display (per additional 2 cores Server Enterprise/per year)	1300.00
	Small Country—Geocode (per single use Desktop user/per year)	500.00
	Small Country—Geocode (per concurrent use Desktop user/per year)	975.00
	Small Country—Geocode (per Server Workgroup/per year)	1950.00
	Small Country—Geocode (per Server Enterprise/per year)	4875.00
	Small Country—Geocode (per additional 2 cores Server Enterprise/per year)	1950.00
	Small Country—Route (per single use Desktop user/per year)	650.00
	Small Country—Route (per concurrent use Desktop user/per year)	1625.00
	Small Country—Route (per Server Workgroup/per year)	3250.00
	Small Country—Route (per Server Enterprise/per year)	8125.00
	Small Country—Route (per additional 2 cores Server Enterprise/per year)	3250.00
20	Esri StreetMap Premium TomTom Data—Medium Country in Europe	
	Medium Country—All Usage Types (per single use Desktop user/per year)	2600.00
	Medium Country—All Usage Types (per concurrent use Desktop user/per year)	6500.00
	Medium Country—All Usage Types (per Server Workgroup/per year)	13000.00
	Medium Country—All Usage Types (per Server Enterprise/per year)	32500.00
	Medium Country—All Usage Types (per additional 2 cores Server Enterprise/per year)	13000.00
	Medium Country—Display (per single use Desktop user/per year)	520.00
	Medium Country—Display (per concurrent use Desktop user/per year)	1300.00
	Medium Country—Display (per Server Workgroup/per year)	2600.00
	Medium Country—Display (per Server Enterprise/per year)	6500.00
	Medium Country—Display (per additional 2 cores Server Enterprise/per year)	2600.00
	Medium Country—Geocode (per single use Desktop user/per year)	780.00
	Medium Country—Geocode (per concurrent use Desktop user/per year)	1950.00
	Medium Country—Geocode (per Server Workgroup/per year)	3900.00
	Medium Country—Geocode (per Server Enterprise/per year)	9750.00
	Medium Country—Geocode (per additional 2 cores Server Enterprise/per year)	3900.00
	Medium Country—Route (per single use Desktop user/per year)	1300.00
	Medium Country—Route (per concurrent use Desktop/per year)	3250.00
	Medium Country—Route (per Server Workgroup/per year)	6500.00
	Medium Country—Route (per Server Enterprise/per year)	16250.00
	Medium Country—Route (per additional 2 cores Server Enterprise/per year)	6500.00
20	Esri StreetMap Premium TomTom Data—Large Country in Europe	

Large Country—All Usage Types (per single use Desktop user/per year)	3900.00
Large Country—All Usage Types (per concurrent use Desktop user/per year)	9750.00
Large Country—All Usage Types (per Server Workgroup/per year)	19500.00
Large Country—All Usage Types (per Server Enterprise/per year)	48750.00
Large Country—All Usage Types (per additional 2 cores Server Enterprise/per year)	19500.00
Large Country—Display (per single use Desktop user/per year)	780.00
Large Country—Display (per concurrent use Desktop user/per year)	1950.00
Large Country—Display (per Server Workgroup/per year)	3900.00
Large Country—Display (per Server Enterprise/per year)	9750.00
Large Country—Display (per additional 2 cores Server Enterprise/per year)	3900.00
Large Country—Geocode (per single use Desktop user/per year)	1170.00
Large Country—Geocode (per concurrent use Desktop user/per year)	2925.00
Large Country—Geocode (per Server Workgroup/per year)	5850.00
Large Country—Geocode (per Server Enterprise/per year)	14625.00
Large Country—Geocode (per additional 2 cores Server Enterprise/per year)	5850.00
Large Country—Route (per single use Desktop user/per year)	1950.00
Large Country—Route (per concurrent use Desktop user/per year)	4875.00
Large Country—Route (per Server Workgroup/per year)	9750.00
Large Country—Route (per Server Enterprise/per year)	24375.00
Large Country—Route (per additional 2 cores Server Enterprise/per year)	9750.00



**EXHIBIT 1
SCOPE OF USE
(E300 09/29/2011)**

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

ATTACHMENT B

The scope of use for the Software, Data, and Web Services identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Runtime (1, 15, 18, 33, 35, and 59)
- ArcGIS Runtime SDK (1, 15, 18, 33, 35, and 60)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS for INSPIRE (7, 8, 33, and 35)
 - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, and 35)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (1 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, 45, and 48)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)

- Esri Business Analyst Server
 - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
 - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 36, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Business Analyst Server Developer (Canadian Edition) (3, 6, 25, 33, 35, 36, and 51)
- Esri CityEngine (either 1 or 2 and 44)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri File Geodatabase API (47)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Portal for ArcGIS (5, 6, 31, 33, 61, 62, and 63)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Esri Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)
- Esri Business Analyst Online Mobile (1, 6, 25, 33, 48, 56, 57, and 58)
- Esri Community Analyst (6, 25, 33, 48, 56, 57, and 58)
- Esri MapStudio (6, 25, 33, 34, 35, and 56)
- Esri Redistricting Online (6, 25, 33, 34, and 35)

Data

- Data with ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Business Analyst (Canadian Edition) Data (either 1 or 2 and 6, 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Data (either 1 or 2 and 21, 25, 33, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) Data (either 3, 4, or 5 and 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Server Data (either 3, 4, or 5 and 21, 25, 33, 45, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook*America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

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26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, 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. Software can only be used with SQL Server 2005/2008 Express.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee data.
31. Redundant Software installation(s) for failover operations is allowed but can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. No redundant Software installation is permitted.
33. Licensee's access to and use of Cloud Bundle, ArcGIS Web Mapping, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps is conditioned upon Licensee's acceptance of the [Esri Web Services and API Terms of Use](http://www.esri.com/legal/), the [Business Analyst Online Web Subscription Terms and Conditions](http://www.esri.com/legal/), the [Terms of Use for Bing Maps Services](http://www.esri.com/legal/), and any other terms and conditions applicable thereto or to any third-party data being accessed through them, found at <http://www.esri.com/legal/>.
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 the client-side data cache derived from ArcGIS Online Services with other licensed end users or third parties.
36. Licensee's use of Esri Business Analyst (Canadian Edition) Data is subject to the Use of Data Restrictions specific to [Esri Business Analyst \(Canadian Edition\) Data](http://www.esri.com/legal/).
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 to calculate an alternate route if a turn is missed.
38. The ArcGIS Server 3D extension included with ArcGIS Server Standard (Workgroup or Enterprise) 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.
39. Any editing functionality included with ArcGIS Server is not permitted for use with ArcGIS Server Basic (Workgroup or Enterprise).
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
41. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Server Image extension Service Definition Editor for every four (4) cores of ArcGIS Server Image extension that are licensed.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS 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 Esri Business Analyst and Esri Business Analyst Server is restricted for use only in conjunction with the respective Business Analyst extension.
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48. Licensee may include reports and maps created from the Software or Data in hard-copy or read-only format for presentation packages or marketing studies for subsidiaries and customers. The total content of the Esri reports and maps must be less than twenty percent (20%) of Licensee's total content of the presentation package or marketing study. Full, complete, stand-alone reports or maps created from the Software or Data and not part of a presentation package or marketing study cannot be resold, sublicensed, or otherwise transferred without prior written permission of Esri. Licensee's third-party customer may only receive reports and maps generated by Licensee and may only use the maps and reports received from Licensee for internal purposes. In no case shall Licensee redistribute the Data in digital formats.
49. Esri MapIt Silverlight Web or WPF applications may not be deployed independent of Licensee's MapIt deployment configuration.
50. Licensee has the right to one (1) desktop deployment of Spatial Data Assistant for each Esri MapIt server license.
51. Esri Business Analyst Server Developer and Data may only be installed on one (1) server per license solely for the purposes of research, development, testing, and demonstration of a prototype application.
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54. ArcGIS Mobile is licensed for use with ArcGIS Server Advanced (Enterprise or Workgroup) and ArcGIS Desktop (ArcInfo, ArcEditor, ArcView, and ArcGIS Engine applications).
55. Licensee may develop software or web applications that use the Business Analyst Online API to access, query, create, display, and redistribute Reports and resulting static, electronic maps to end user(s) of Licensee's software or web applications. End user(s) of Licensee's software or web applications may use the Reports and maps for internal purposes only and not for further redistribution. "Report" means any formatted output created by the Business Analyst Online API, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats.
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57. Licensee may only display or post any combination of 100 Business Analyst Online or Community Analyst Reports and maps on its external websites.
58. Licensee shall order a separate Business Analyst Online or Community Analyst subscription for each person who uses Business Analyst Online or Community Analyst and shall provide output from the Business Analyst Online or Community Analyst subscription only to the e-mail of the individual subscriber.
59. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS Runtime Software up to the number of deployment licenses that have been purchased.
60. (a) ArcGIS Runtime licenses shall not be used for Internet and server development and deployment; (b) an end user must purchase a software application that includes an ArcGIS Runtime license to obtain the right to run an ArcGIS Runtime application on one (1) computer. A single user may have multiple ArcGIS Runtime licensed applications installed on one (1) computer that utilize a single ArcGIS Runtime.
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62. Esri and its Licensors reserve the right to conduct an audit of Licensee's use of the Software. Licensee will provide reasonable assistance and access to information regarding Licensee's use of the Software. Audit results may be reported to Esri's Licensors. Fees for over-deployment or excess usage are payable within thirty (30) days of the invoice date.
63. Licensee may not publish the results of benchmark tests run on the Software without the prior written permission of Esri and its Licensors.

**ATTACHMENT C
TIME AND MATERIALS RATE SCHEDULE**

Effective January 1, 2012

Hourly time and materials labor rates have been provided for each labor category for calendar year 2012. The hourly labor rates for services that are performed after 2012 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Esri reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours. Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percentage completed.

GIS Technical Specialist/Engineer (S1)

Hourly Rate: \$184

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

GIS System/Software Developer (S2)

Hourly Rate: \$238

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

Senior GIS System/Software Architect (S3)

Hourly Rate: \$292

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

GIS Consultant/Project Manager (M1)**Hourly Rate: \$224**

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

Senior GIS Consultant/Project Manager (M2)**Hourly Rate: \$283**

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

Principal GIS Consultant/Program Manager (M3)**Hourly Rate: \$373**

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

GIS Database Specialist/Analyst (DB)**Hourly Rate: \$155**

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

Esri® US Software Standard Maintenance Program



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Esri US Software Standard Maintenance Program

An Esri White Paper

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Esri US Software Standard Maintenance Program

Article 1— Introduction

1.1 Purpose

The purpose of this Esri® US Software Standard Maintenance Program ("Program") document is to

- Describe the Program for US customers.
- Provide definitions of Maintenance and support-related terminology used by Esri.
- Describe Maintenance subscription quoting and invoicing procedures.
- Describe the services provided by Esri Support Services.
- List general procedures and conditions including contact information and requirements.

1.2 Program Overview

The Program, also referred to as "Standard Maintenance" or "Maintenance," is the support Esri makes available for unmodified Software to the Software license holder ("Licensee"), including Incident tracking, attempts to correct reported problems, new releases, releases, and enhancements. Maintenance for the first year is automatically included when qualifying Software is licensed. To determine which Software includes first-year Standard Maintenance, consult Esri's Product Qualification web page at <http://www.esri.com/apps/products/maintenance/qualifying.cfm>.

The Program is composed of the following:

- Software Updates
- Esri Support Services
- Registration (where applicable) to the annual Esri International User Conference
- Priority consideration for Esri's Software Beta Program, which allows Licensee to preview and test Software prior to general release
- Subscriptions to *ArcNews*™ and *ArcUser*™
- Notification of Software promotions, when offered

Article 2— Definitions and Descriptions

Capitalized terms used in this Program document shall have the following definitions:

2.1 Authorized Caller(s) or Point(s) of Contact

An Authorized Caller or Point of Contact is an individual designated by Licensee who may contact Esri to request technical support (e.g., to report Software Incidents or request assistance with Software use).

2.2 Customer Number

Customer Number means a unique number created and provided by Esri that identifies each Esri customer site. The number is between one (1) and six (6) digits and may also be referred to as an *end user* or *client ID* number on the invoice and/or packing list that is shipped with Esri Software.

2.3 Hot Fix(es)

A Hot Fix is a single fix in one of the specific functional areas deemed critical for a specific site (e.g., when production has stopped). When a business justification review is completed and a complete technical feasibility assessment results in approval, the fix is delivered directly to the customer or to a local distributor, usually via FTP. The documentation delivered with the Hot Fix clearly identifies the Software problems that are addressed by a Hot Fix and any limitations. Hot Fixes are tested by the affected team(s) in a focused manner. Hot Fixes are incorporated into subsequent service packs. Hot Fixes do not add new functionality. Hot Fixes are not functional unless the end user already has the required product release installed.

2.4 Incident

An Incident is the record of a customer request for technical assistance made by phone, web form, or chat. It contains technical notes and documentation of all interactions between the customer and support representative related to the request. Depending on how the request was initiated, an Incident or tracking number is provided by a support representative verbally, by e-mail or chat, confirming the creation of the Incident. The Incident number is used for referencing the request.

2.5 Maintenance Renewal Quote(s)

The Maintenance Renewal Quote is the non-invoice notification, issued ninety (90) days before the expiration of a Maintenance term, to all customers that have current Maintenance subscriptions that are nearing the Maintenance Term expiration date. The quote is sent to the Point of Contact who has been designated to receive all Maintenance-related correspondence from Esri. The quote is sent via e-mail or fax and contains information about the forthcoming Software Maintenance Term, which includes the type of Software licensed and quantity of licenses, the type of Maintenance subscription (Primary or Secondary), the start and end dates of the Maintenance Term, and the anticipated Maintenance renewal fees due for each type of Maintenance subscription. Maintenance Renewal Quotes are valid for ninety (90) days from the date of issuance.

2.6 Maintenance Term

The Maintenance Term is the Maintenance subscription duration as defined by the Maintenance start and end dates, during which customers that have licensed products and have purchased Maintenance are entitled to receive applicable Maintenance benefits.

2.7 Patch(es)

A Patch is a single fix (see Hot Fix) or a set of related fixes in a specific functional area of the software that will affect a large number of customers and needs to be posted on the web for general availability. Once a Patch is released, it will be incorporated into a subsequent service pack release. Patches are tested by the affected teams. Patches do not

add new functionality. Patches are not functional unless the end user already has the required product release installed.

2.8 Primary Maintenance

Primary Maintenance subscriptions include twelve (12) months of technical support for one (1) authorized caller and updates for one (1) license. Primary Maintenance is applicable to the first Software license. For example, the first of every ten (10) ArcInfo licenses and/or any of its extensions acquired is considered a primary license (i.e., copies 1, 11, 21, 31, and so on).

2.9 Secondary Maintenance

Secondary Maintenance subscriptions provide software updates, but technical support is covered under Primary Maintenance and is typically applied to the additional nine (9) software licenses of every ten (10) licenses. However, Licensee may choose to have any combination of Primary and Secondary Maintenance subscriptions as long as a minimum ratio of one (1) primary to nine (9) secondary licenses is maintained. For example, Licensee may choose to have additional Primary Maintenance subscriptions to acquire additional Primary Maintenance benefits such as additional complimentary Esri User Conference registrations or added authorized callers.

2.10 Software License

A Software License is the limited grant of rights to use a Software program or component as defined by the terms and conditions in the Esri software license agreement.

2.11 Software Updates

Software Updates are a collection of files that correct a problem with a Software program or improve the Software through enhancements. Customers current on Maintenance will be notified of software updates. The updates may be downloaded from the Customer Care Portal. Optionally, backup media may be requested for a fee.

2.12 Support Services

Support Services is Software technical support or technical assistance provided by Esri to Licensee and the Esri user community. See Article 3—Support Services for a more detailed description.

Article 3—Support Services

3.1 Support Services

Esri Support Services comprises the following:

- a. *Telephone Support and Incident Reporting/Logging.* If a technical issue arises that Licensee needs help with, Licensee can log an Incident with Esri over the phone. Support hours are Monday through Friday, 5:00 a.m. to 5:00 p.m. (Pacific time). Licensee is not limited to a set number of times telephone support can be contacted. Licensee can reach Esri at 888-377-4575, extension 2. Licensee can also log an incident via chat or web form.
- b. *Secure Live Remote Support.* Esri may interact with Licensee's system using Citrix® GoToAssist tool to assist with technical support.
- c. *Esri Online Support Center.* The Esri Online Support Center is an Esri website that authorized callers for the Licensees can use to get self-help and web-based assisted support. Authorized callers can submit support Incidents, chat with Esri's technical support analysts, track Incidents, and review bug status. The website also provides technical articles, updated product documentation, blogs, links to forums, technology

announcements, and more. The Esri Online Support Center can be found at support.esri.com.

- d. *Esri User Advocacy Group.* The User Advocacy Group (UAG) is a group within Support Services created to improve Esri's ability to understand and respond to technical issues impacting Esri licensees. The UAG encourages feedback from the user community by collecting user information that is presented to development teams to help shape the future direction of Software. The UAG may be contacted through Esri Support Services.
- e. *Hot Fix.* A Hot Fix is defined above under Article 2—Definitions and Descriptions.
- f. *Knowledge Base.* Esri's Knowledge Base is a database of technical articles, web-based help, known bugs, and white papers for Esri Software. These resources can be accessed from support.esri.com under the Knowledge base section.
- g. *Community.* The community section provides the Esri user community the ability to ask questions, collaborate on ideas, share knowledge about technical details, get community-based support, and participate in beta testing through Forums, Ideas, Support blogs, wiki.GIS.com, and ArcGIS® Beta Community. These resources can be accessed from support.esri.com under the Community section.
- h. *Web Help.* Web-based help is an up-to-date version of the help system that was shipped with the product; new information is added and existing topics updated as necessary. Web help can be accessed by navigating to support.esri.com and clicking the Web Based Help link under the Knowledge base section.
- i. *Downloads.* Licensee can download software updates and patches for individual bugs or a compilation of bugs. Data models for various industries are also available for download. These downloads can be accessed from support.esri.com under the Downloads section.
- j. *Customer Care Portal.* The Customer Care Portal allows Licensee to track and manage Licensee's support Incidents and reported Software issues online. Licensee can view current status, submission date, last activity, and resolution information for all Licensees' interactions with Esri Support Services through the Customer Care Portal. The Customer Care Portal can be found at customers.esri.com.
- k. *Support Newsletters.* Licensee and Esri user community can subscribe to *ArcNews*. *ArcNews* articles contain technical and product information designed to enable our customers to work more effectively with Esri Software. To subscribe to *ArcNews*, navigate to esri.com/news/arcnews/index.html.

3.2 Support Services Scope

- Technical assistance provided through Esri Support Services is limited to unmodified Esri Software.
- Sample applications that ship with each product are provided for demonstration purposes and are considered unsupported.

- Patches received outside a product's life cycle deliverables are considered unsupported unless authorized by Esri.
- The technical support resources available during a product's life span are described in the Product Life Cycle Support Policy at help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf%20. The four support phases of Esri's Product Life Cycle are outlined in this document. The Life Cycle Support status for each of the Esri Software products can be found at support.esri.com/en/content/productlifecycles.
- Technical assistance through Esri Support Services is not available for hardware, graphic cards, monitors, plotters, graphic printers, digitizers, modems, and other similar peripherals that are not provided by Esri, except to answer questions of how standard supported devices interface with Esri Software.
- These terms and conditions are subject to change by Esri with thirty (30) days' written notice.

3.3 Accessing Support Services

Licensees are required to designate Authorized Callers for all direct Support Services-related communications with Esri. Esri's Product Qualification web page identifies the number of Authorized Callers that Licensee may designate for each software product. If Licensee has an enterprise license or site license agreement with Esri, Authorized Callers will be identified by name in the license agreement. Licensee may replace an Authorized Caller at any time by notifying Esri Support Services.

Licensees within the United States may contact Support Services between 5:00 a.m. and 5:00 p.m. (Pacific time), Monday through Friday, except for Esri holidays. International users should contact their local Esri distributor for these services.

All requests for technical support must contain detailed information about Licensee's Incident. To help expedite a solution, technical specialists expect information that includes Licensee's type and version of Esri Software, hardware platform, and peripherals (if applicable); the version of operating system; a description of the problem; and Licensee's Esri customer number. Please refer to Preparing for Contacting Support Services (section 3.5 below) for additional details. Esri's technical specialist will respond by telephone or e-mail.

Phone: +1-909-793-3774

Toll-Free Phone: +1-888-377-4575, extension 2

Support Web Form: support.esri.com/en/webform

E-mail: support@esri.com

Web: support.esri.com

- a. *By Telephone.* Each reported technical support request is logged as an Incident and given a unique identification number for Licensee's reference and tracking. After an Incident is logged, the caller is connected to a technical specialist who will be dedicated to work on the Incident until it is resolved or determined to be a problem in the Software. If a specialist is unavailable, the call is placed in a dispatch queue. Licensee will then be contacted by the first available technical specialist.

- b. *By Web Form.* Web form support is available to Licensees who do not want to telephone or cannot reach technical support during normal operating hours. Licensee may request support by completing an online web form available at support.esri.com/en/webform. Requests through this channel are received twenty-four (24) hours a day, seven (7) days a week, but are logged and assigned to a technical specialist beginning the next business day. Support requests are answered on a first come, first served basis. All Incidents reported by web form are given the same priority and level of attention as those reported by telephone.
- c. *By Chat.* Another method of contacting technical support is to use online chat. Each valid chat interaction is logged as an Incident and given a unique identification number for Licensee's reference and tracking. Licensee is connected to a technical specialist who will be dedicated to work on the Incident until it is resolved or determined to be a problem in the Software. Chat-based requests are received during business hours. To begin a chat, click the Chat with an Analyst button on the Esri Online Support Center website. The URL is <http://support.esri.com/en/webform-chat>.

3.4 Resolution Time

Resolution times are dependent on factors that are often outside the control of Esri. These factors often include but are not limited to operating system limitations, limitations based on user-designated workflow, security issues, integration with third-party applications that have not been provided by Esri, and customer availability. Usually, Esri is able to answer questions and suggest solutions to Incidents on the same day it receives requests, but the turnaround time for a response may depend on the complexity of the Incident. While it is Esri's goal to provide an acceptable resolution to all incoming issues, Esri cannot predict resolution time.

3.5 Preparing for Contacting Support Services

When contacting Esri for technical assistance, Licensee must be prepared to provide as much of the following information as possible:

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

Article 4— Maintenance Renewal and Expiration

4.1 Renewal Notice

Esri will notify Licensee when Maintenance subscriptions are scheduled to expire. If Licensee wishes to renew Maintenance, a quote is mailed to Licensee.

4.2 Maintenance Expiration

If Esri has not received an order or payment prior to the termination date, Licensee will receive a notification stating that the Maintenance Term has expired. Technical support will be extended for an additional thirty (30) days, and Licensee will no longer be eligible to receive any Software Updates that are released after the Maintenance Term has expired. Any other Maintenance activities that are contingent on a current Maintenance subscription will also be terminated.

If a purchase order or payment is received during the extended thirty (30)-day technical support period, all benefits will be reinstated. However, if no order or payment is received, Licensee will no longer be able to receive technical support, and Licensee's Maintenance subscription will be considered to have expired.

Article 5—Payment

5.1 Payment

Maintenance program subscriptions can be purchased in advance on an annual basis. Fees are due and payable annually in advance. Payment terms will be net thirty (30) days.

5.2 Prorating Maintenance Terms

If multiple Software products have been licensed throughout the course of a year by one (1) customer, separate Maintenance quotes for each product are not issued. Instead, the Maintenance anniversary date for each license is prorated to the anniversary date of the first product licensed, with Maintenance. All licensed Esri Software products offering a Maintenance subscription are synchronized to reflect a common Maintenance start and end date, regardless of when each was first licensed. These prorated dates will be reflected on the Maintenance Renewal Quote.

5.3 Reinstatement of Lapsed Maintenance Subscriptions

If Maintenance has lapsed, Maintenance reinstatement fees equal to the amount of back maintenance from the date Maintenance lapsed, in addition to the current fees, will need to be paid to reinstate Maintenance.

Article 6—User Conference Registration

6.1 Registration Guidelines

- a. Maintenance for some Esri Software includes registration at Esri's annual User Conference at no additional charge. Unless otherwise agreed to by Esri and Licensee, Esri's Product Qualification web page establishes which products qualify for User Conference registrations and the number of registrations available for each product.
- b. If Licensee has an enterprise license agreement, partner agreement, or other master agreement with Esri, the agreement may provide a different number of User Conference registrations.
- c. Maintenance for ArcGIS extension Software and secondary Maintenance for any Software (except ArcGIS, ArcView®, and ArcEditor™) do not include any entitlement for User Conference registrations. Only the standard Maintenance programs provide this benefit.
- d. For Software licensed on a concurrent or single use basis, the number of registrations available may depend on the total number of concurrent or single use licenses currently covered under a Maintenance subscription. In these cases, the total number

of Maintenance subscriptions is considered regardless of Maintenance type (e.g., Primary or Secondary). In other words, both primary and secondary licenses count toward the total.

- e. Staging Server Licenses and Software obtained under the Esri Developer Network (EDNSM) program do not qualify for User Conference registrations.
- f. Esri reserves the right to withhold User Conference registrations from customers that are substantially delinquent in Maintenance payments due to Esri.
- g. User Conference registrations are assigned to customers in the order that registration forms are received. If the customer number listed on the registration form does not meet the above guidelines, or if the number of attendees from each site exceeds the number of User Conference registrations available to the site based on qualifying Maintenance benefits, the customer will be responsible for any additional registration fees.
- h. Presenting a paper, submitting a poster, submitting a Software application, or having other involvement with the conference does not automatically register Licensee or exclude Licensee from User Conference fees. All presenters must register and pay the appropriate fees (or Maintenance) to attend the conference.
- i. A list of Licensee's Software licenses can be found on Licensee's annual Software Maintenance subscription invoice.
- j. User Conference registrations are nontransferable.

Article 7— Contacting Esri

Esri Support Services (Technical Support) Center

Web: support.esri.com/
Phone: +1-909-793-3774
Toll-Free Phone: +1-888-377-4575, extension 2
Support Web Form: support.esri.com/en/webform
E-mail: support@esri.com
Chat: support.esri.com/en/webform-chat
Hours: 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except Esri holidays

Esri Corporate Offices

Phone: +1-909-793-2853
Fax: +1-909-793-5953
E-mail: info@esri.com
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Esri Customer Service

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Hours: 8:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except Esri holidays



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