IDAHO

Idaho Division of Purchasing

Statewide Blanket Purchase Order

Purchase Order Summary

Purchase Order Name:	GIS 2020 - 2022
Contract Number:	SBPO1218
Contract Value:	1,260,000.00 USD
Purchase Order Date:	3/27/2020
Submitted By:	Jason Urquhart

Service Start Date:	4/1/2020 12:00 AM
Service End Date:	3/31/2022 11:59 PM

Supplier:
Environmental Systems Research Institute
File No. 54360
Los Angeles, CA 90074-4630
Phone: 909-793-2853
Fax: 909-793-5953
Email: acctrecv@esri.com

Instructions

SBPO1218, Geographic Information Systems (GIS) for ALL ELIGIBLE POLITICAL SUBDIVISIONS OR PUBLIC AGENCIES (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: 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 orders placed by the State; or may be dependent upon the specific terms of the Contract.

ESTIMATED CONTRACT VALUE THROUGH AMENDMENT 9: $8,000,000.00
VALUE OF AMENDMENT 10: $0.00 (administrative amendment)
VALUE OF RENEWAL (PERIOD: 2/1/18 – 3/31/18): $105,000.00.
VALUE OF RENEWAL (PERIOD: 4/1/18 – 3/31/20): $1,260,000.00.
VALUE OF RENEWAL (PERIOD: 4/1/20 – 3/31/22): $1,260,000.00.
ESTIMATED CONTRACT VALUE: $10,625,000.00.

Special Instructions:

Internal Comments:

Signature: Jason Urquhart

Jason R. Urquhart Digitally signed by Jason R. Urquhart Date: 2020.03.27 14:46:35 -06'00'

Signed By: _____

State of Idaho

Department of Administration
Division of Purchasing

BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
STEVE BAILEY
Administrator

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

March 19, 2020

Environmental Systems Research Institute, Inc.
Attn: Lennard Gorter

VIA ELECTRONIC TRANSMISSION
lgorter@esri.com

RE: Renewal of Contract SBPO1218, a Contract for Geographic Information Systems (GIS) for the State of Idaho, Expiring 3/31/20

The State of Idaho would like to renew the above referenced contract for a period of Two (2) Years. The contract renewal period is April 1, 2020 through March 31, 2022. The terms and conditions prevail for the contract renewal period and for any renewal period thereafter unless otherwise agreed to between the parties.

If the terms of this renewal letter are acceptable to your company, please complete the section below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason R. Urquhart
Digitally signed by Jason R. Urquhart
Date: 2020.03.19 15:35:01 -06'00'

Jason Urquhart
Idaho Division of Purchasing

CONTRACTOR-COMPLETE THIS SECTION:

Contractor agrees to the terms detailed above:

COMPANY: ENVIRONMENTAL SYSTEMS RESEARCH INSTITU

BY: Chris Johnson
Chris Johnson (Mar 19, 2020)
(Signature)

Chris Johnson
(Printed Name)

DATE: Mar 19, 2020

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO1218:

Contact Name	
Title	
Address	
Phone/Fax/Email	

IDAHO

State of Idaho

CHANGE ORDER - 04

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	SBPO1218
Account Number:	AC-1
Revision Number:	04
Change Order Date:	March 27, 2018
Service Start Date:	April 1, 2018
Service End Date:	March 31, 2020
Payment Method:	Invoice
Payment Terms:	NET30
Currency	USD
FOB Instruction:	Destination
Attachment(s):	ChangeLog.htm :Purchase Order Change

Supplier

Cindy Grande
Environmental Systems Research Ins
File No. 54630
Los Angeles, CA 90074-4630
Phone: 909-793-2853-1310

Fax: 909-793-5953

Email: acctrecv@esri.com

Buyer Contact

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

Contract Number:

Bill To Address

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

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

Ship To Address

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

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

Instructions

SBPO1218, Geographic Information Systems (GIS) for ALL ELIGIBLE POLITICAL SUBDIVISIONS OR PUBLIC AGENCIES (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Additionally, contract SBPO1218 is amended to incorporate the attached document which contains Agreement No.325145 and Agreement No. 325147. See the attached document with the document file name "Esri – Agreements – 4-1-18 through 3-31-20.pdf".

Note: 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 orders placed by the State; or may be dependent upon the specific terms of the Contract.

ESTIMATED CONTRACT VALUE THROUGH AMENDMENT 9: $8,000,000.00
VALUE OF AMENDMENT 10: $0.00 (administrative amendment)
VALUE OF RENEWAL (PERIOD: 2/1/18 – 3/31/18): $105,000.00.
VALUE OF RENEWAL (PERIOD: 4/1/18 – 3/31/20): $1,260,000.00.
ESTIMATED CONTRACT VALUE: $9,365,000.00.

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	LO	1,260,000.00	$1,260,000.00

Item Description #1

Contract renewal period: April 1, 2018 through March 31, 2020.

Delivery Date: March 20, 2015
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

Sub-Total (USD)	$1,260,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$1,260,000.00

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

Signature :

Signed By : Jason R. Urquhart

C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
SARAH HILDERBRAND
Administrator

State of Idaho

Department of Administration

Division of Purchasing

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

March 22, 2018

Environmental Systems Research Institute, Inc.
Attn: Lennard Gorter

VIA ELECTRONIC TRANSMISSION
lgorter@esri.com

RE: Renewal of Contract SBPO1218, a Contract for Geographic Information Systems (GIS) for the State of Idaho, Expiring 3/31/18

Our letter dated March 20, 2018 is hereby rescinded.

The State of Idaho would like to renew the above referenced contract for a period of Two (2) Years. The contract renewal period is April 1, 2018 through March 31, 2020. The terms and conditions identified in Agreement No. 325145 and Agreement No. 325147 prevail for the contract renewal period and for any renewal period thereafter unless otherwise agreed to between the parties.

If the terms of this renewal letter are acceptable to your company, please complete the section below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

CONTRACTOR-COMPLETE THIS SECTION:

RENEWAL APPROVED (check one): X YES ___ NO

COMPANY: ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

BY: _____
(Signature)

Timothy Brazeal
Manager, Commercial & Government Contracts
(Printed Name)

DATE: March 22, 2018

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO1218:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

"Serving Idaho citizens through effective services to their governmental agencies"

MASTER PURCHASE AGREEMENT
(E500 11/03/2016)

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

Agreement No. 325145

This Master Purchase Agreement ("MPA" or "Agreement") is between the governmental entity (**"Customer"**) identified below and **Environmental Systems Research Institute, Inc.** (**"Esri"**). This Agreement enables Customer to acquire Esri geographic information system Products, Product-related services, professional services, and training over a defined period of time.

This Agreement is composed of the following documents:

1. Master Purchase Agreement signature page, E500 11/03/2016
2. State and Local MPA Terms and Conditions, E500 11/03/2016
3. License Agreement (Master Agreement No. 325147)
4. Esri MPA Price List, E417M-1Q2018

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

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 between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of ~~[enter effective date]~~ March 22, 2018. JRU

STATE OF IDAHO
(Customer)

By: _____
Authorized Signature

Printed Name: Jason R. Urquhart

Title: Purchasing Officer

Date: 3/22/18

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

Printed Name: Chris Johnson
Manager, Commercial & Government Contracts

Title:

Date: 3/6/18

Customer Contact Information

Contact: Jason R. Urquhart

Address: Idaho Division of Purchasing 650 W. State St., Rm B-15

City, State, ZIP: Boise, ID 83702

Telephone: 208-332-1608

Fax: 208-327-7320

Email: jason.urquhart@adm.idaho.gov

STATE AND LOCAL MPA TERMS AND CONDITIONS
(E500 11/03/2016)

ARTICLE 1—DEFINITIONS

All definitions in other parts of the MPA shall have the same meaning in this Esri MPA Terms and Conditions. In addition, the following definitions apply to this MPA:

- **a.** **"Authorized Entity"** means an agency, department, division, or political subdivision of the governmental entity authorized by Customer to order and acquire Products, Product-related services, and training under this Agreement.
- **b.** **"License Agreement"** means the applicable license agreement incorporated by this reference that is (i) found at http://www.esri.com/legal/software-license, composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300), and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri and Licensee that supersedes such electronically acknowledged license agreement.
- **c.** **"Licensee"** means the Customer or an Authorized Entity that places orders pursuant to this Agreement.
- **d.** **"Products"** means Software, Data, Online Services, and Documentation.

ARTICLE 2—TERM OF AGREEMENT

Licensee's right to purchase under this Agreement shall remain in effect for two (2) years from the effective date (April 1st, 2018) unless terminated earlier as set forth in Article 5—Termination; Cancellation. The term may be extended upon mutual written agreement between parties. The term of any Product licenses ordered through this Agreement shall be as stated in the License Agreement. Esri may elect to not renew this Agreement should total orders for licenses, training, consulting, or custom application development not exceed fifty thousand dollars ($50,000.00) per year or one hundred thousand dollars ($100,000.00) for any two (2)-year period.

ARTICLE 3—PRODUCT OFFERINGS

3.1 Discontinued and New Items. Esri may, at its sole discretion, discontinue offering any Products and services included in this Agreement upon the submittal of an updated MPA Price List. Esri may, at its sole discretion, offer new Products, services, or larger quantity discount pricing by the submittal of an updated MPA Price List.

3.2 License Agreement. Esri may require additional or different license terms prior to the use of new Products or services. Such additional terms shall be available on Esri's website, included with a quote, or included with the deliverable Products and found at http://www.esri.com/legal. The then-current License Agreement shall become part of this Agreement upon (i) ordering Products or services or (ii) thirty (30) days after Licensee's receipt of Products or services, whichever is sooner.

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

The license grant and permitted uses specified in Article 3 and Article 4 of the License Agreement are restricted to use within the continental United States; Hawaii; Alaska; and US territories, excluding Puerto Rico and the US Virgin Islands.

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination

- **a.** **Termination for Convenience.** This Agreement may be terminated by either party upon forty-five (45) days' written notice. Esri, at its sole election, may terminate the right of any Authorized Entity to participate in this Agreement in accordance with this provision without terminating this Agreement with respect to Customer or any other Authorized Entity.
- **b.** **Termination for Material Breach.** Without prejudice to any other right or remedy available, this Agreement may be terminated for material breach, provided the breaching party is given thirty (30) days' written notice. Termination of this Agreement shall be effective upon written notice to Licensee if Licensee discloses any trade secret or other information proprietary to Esri in breach of this Agreement.

c. **Licensee Obligations upon Termination.** On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. After termination, Licensee shall no longer be permitted to place orders under this Agreement.
d. **License Survival.** Upon expiration of this Agreement or voluntary termination of this Agreement (as per section 5.1.a or elsewhere in this Agreement), Licensee may continue to retain and use such licensed Products in accordance with the License Agreement. Licensee may then directly and separately contract for Product maintenance.

5.2 Cancellation of an Order. Purchase orders, other than for the initial purchase, may be canceled by Licensee in whole or in part, upon forty-five (45) days' written notice to Esri. There will be no cancellation charge for canceled Products unless such Products have been delivered. If Products have been shipped, the cancellation will require Licensee payment of return shipping costs. There are no refunds for cancellation of a subscription or maintenance if the term for the subscription or maintenance has started.

ARTICLE 6—NO MINIMUM PURCHASE

Licensee does not guarantee to purchase any certain quantity under this Agreement.

ARTICLE 7—ORDERS

7.1 Licensee Purchase Orders. Licensee shall issue purchase orders to Esri for Products or services based on the pricing specified in this Agreement. The terms and conditions of this Agreement shall govern all orders issued by Licensee. Any additional or different terms included with an order are void and of no legal effect even if Esri processes the order without taking exception to such additional or different terms.

7.2 Purchase Order Requirements. The following information shall be included in each purchase order:

a. Name or identification of Licensee, place of delivery, and the end-user name and contact information
b. Purchase order number
c. Primary site for maintenance if primary maintenance is *not* ordered
d. Quantity, description, and unit price
e. On the face of the purchase order, the following printed statement: "Subject to Master Purchase Agreement No. 325145."

7.3 Additional Quotes. Licensee may request a quote for any new or unlisted Products or services and issue a purchase order under this Agreement.

7.4 Authorized Entity. An Authorized Entity may order or acquire Products, Product-related services, professional services, or maintenance subject to the terms and conditions of this Agreement. Authorized Entities will be required to incorporate by reference the terms of this Agreement into any purchase order or other related ordering document. Esri shall not fill any purchase orders that do not adequately provide the information identified in Section 7.2.

ARTICLE 8—RESERVED

ARTICLE 9—PRICING

9.1 Pricing. Esri will provide Products, Product-related services, professional services, maintenance, and training specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated Esri Price List are exclusive of shipping, installation, and applicable taxes. Esri may update the Esri Price List. Such updates may be given by email notice to Customer no more than once each calendar quarter except prices for individual items may be updated by email at any time if they fall below Esri's GSA pricing.

9.2 Custom Software and Application Services. Custom software and application services are available on a time and materials or firm fixed price basis via a task order signed by the agency contracting for the time and material services and Esri. The License Agreement contains the applicable terms, staffing, and hourly labor rates (hourly rates applicable only for time and materials projects) for any such work to be performed under this Agreement. Labor rates are subject to annual escalation in January of each year, which escalation shall not exceed 4%. The scope of work and any additional terms are

subject to mutual agreement in the task order. Information and arrangements regarding Custom Software and Application Services are available from the Implementation Services Program Manager, at 909-793-2853, extension 1546.

9.3 Training Services. Training will be provided in accordance with the policies defined at http://www.esri.com and the License Agreement incorporated herein. Training prices are subject to annual escalation, not to exceed seven and one half percent (7.5%) in January of each year.

9.4 Reserved.

ARTICLE 10—MAINTENANCE

Esri will provide maintenance, composed of updates and technical support as specified in the latest US Software Maintenance Program found on the Esri website at http://esri.com/legal/maintenance.

Maintenance is generally offered on an annual basis. Upon expiration of any complimentary maintenance year or any subsequent maintenance term, Licensee may issue a purchase order under this Agreement for renewal of maintenance at the terms and pricing then in effect. Upon acceptance of an Esri quotation, the purchase order shall be issued in advance or no later than concurrent with the present maintenance term. If an optional maintenance term lapses, Licensee must pay reinstatement fees equivalent to back maintenance fees calculated from the date of discontinuance to reinstate maintenance.

ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

11.1 Terms of Compensation. Products will be invoiced one hundred percent (100%) upon delivery or supply of download codes. Online services will be invoiced one hundred percent (100%) upon issuance of authorization codes. Software installation, as applicable, will be invoiced upon completion. Training services shall be invoiced on the first day of class. Licensee agrees to pay each invoice in full within thirty (30) days of receipt of a valid invoice.

11.2 Acceptance. Unless rejected in writing, acceptance of any delivery of Products shall be presumed to have occurred upon download or not later than fifteen (15) days after delivery by Esri. Acceptance of online services occurs upon issuance of authorization codes. If Esri installation is ordered, acceptance occurs upon completion of Esri Products installation and testing, unless rejected in writing.

11.3 Rejection of Order. Esri may reject any purchase order if Licensee fails or refuses to pay any license or service fee due and payable.

ARTICLE 12—GENERAL PROVISIONS

12.1 Order of Precedence. The General Provisions and Limitations of Liability provisions of the License Agreement shall apply to the entire Agreement unless specifically stated otherwise and are supplemented by the provisions set forth in this Article 12. In the event of a conflict between the terms of documents in this Agreement, the documents will have the following precedence: (i) Esri MPA Terms and Conditions (E500), and (ii) the License Agreement.

12.2 Legal Notice. Legal notice required or contemplated by either party must be delivered in person or by courier, express mail, facsimile, or postage-prepaid certified or registered airmail addressed to the party for whom it is intended at the address specified herein. Either party may change its address by giving prompt written notice to the other party of the change.

Licensee Contact:	Esri Contact:
See signature page (E500)	Director, Contracts and Legal Services Esri 380 New York Street Redlands, CA 92373-8100 Phone: 909-793-2853 Fax: 909-307-3020

ARTICLE 13—RESERVED

ARTICLE 14—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 due to circumstances outside of Esri's control, supplies, or power; war, threat of or actual terrorist act, cyber attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government 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, 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.

Master Agreement

Agreement No. 325147

This Master Agreement ("**Agreement**") is between the entity shown below (**"Customer"**) and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. The Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments and addendums. Additional or conflicting terms in any Ordering Documents exchanged during the ordering process, other than the terms of this Agreement, Product or Service descriptions, quantities, pricing, and delivery instructions are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

STATE OF IDAHO (Customer)	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)
Legal Address: 650 W. State St., Rm B-15, Boise ID 83702	380 New York Street, Redlands, CA 92373-8100
By: _____ Authorized Signature	By: _____ Authorized Signature
Printed Name: Jason R. Urquhart	Printed Name: Chris Johnson
Title: Purchasing Officer	Title: Manager, Commercial & Government Contracts
Date: 3/22/18	Date: 3/6/18

Customer Contact Information

Contact: Jason R. Urquhart	Telephone: 208-332-1608
Address: Idaho Division of Purchasing 650 W. State St., Rm B-15	Fax: 208-327-7320
City, State, ZIP: Boise, ID 83702	Email: jason.urquhart@adm.idaho.gov

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

a. Provides Services and grants to Customer a personal, nonexclusive, nontransferable right to use the Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
b. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

> "Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials*.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of the Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Trial, Evaluation, and Beta Licenses. Products acquired under a trial or evaluation license or subscription or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the evaluation term, Customer may lose any Customer Content and customizations made during the evaluation term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the end of Customer's evaluation period.

1.5 Educational Programs*.* Customer agrees to use Esri Offerings provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "**Administrative Use**" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

1.6 Grant Programs. Customer may use Esri Offerings provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Esri Offerings, Customer shall not use Esri Offerings for revenue-generating or for-profit purposes.

1.7 Other Esri Limited-Use Programs. If Customer acquires Esri Offerings under any limited-use program not listed above, Customer's use of the Esri Offerings may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

2.0 SOFTWARE

2.1 License Types. Esri licenses Software under the following license types; the Documentation and Ordering Documents identify which license type(s) applies to the ordered Software:

a. **Concurrent Use License:** Customer may install and use the Software on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
b. **Deployment License:** Customer may incorporate ArcGIS Runtime components in Value-Added Applications and distribute the Value-Added Applications to Customer's end users.
c. **Deployment Server License:** Customer may use the Software under a Server License for all uses permitted in the Agreement and as described in the Documentation.
d. **Development Server License:** Customer may use the Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
e. **Development Use:** Customer may install and use the Software to build and test Value-Added Applications as described in the Documentation.
f. **Dual Use License:** Customer may install the Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
g. **Failover License:** Customer may install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
h. **Redistribution License:** Customer may reproduce and distribute the Software provided that

    1. Customer reproduces and distributes the Software in its entirety;
    2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
    3. Customer reproduces all copyright and trademark attributions and notices; and
    4. Customer does not charge others a fee for the use of the Software.

i. **Server License:** Customer may install and use the Software on a server computer. Server licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use, each Server License includes a Failover License.
j. **Single Use License:** Customer may permit a single authorized end user to install and use the Software on a single computer. Customer may permit the single authorized end user to install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
k. **Staging Server License:** Customer may use the Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Servers.

2.2 Permitted Uses

a. Customer may

    1. Install, access, or store Software and Data on electronic storage device(s);
    2. Make archival copies and routine computer backups;
    3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the

aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software provided under a Development License.

4. Move the Software in the licensed configuration to a replacement computer;
5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License; and
6. Use server Software for Commercial ASP Use if Customer has procured a Commercial ASP Use license or is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit.

b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in Documentation.
c. Customer may use all fonts provided with the Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
d. Addendum 1 provides Product-specific terms of use for individual Software. Esri may issue updates to Addendum 1 from time to time.

3.0 ONLINE SERVICES

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Value-Added Applications. Customer may enable Anonymous Users to access Customer Content or Value-Added Applications by publishing them through the use of the Sharing Tools, included with Customer's authorized use of the Online Services.
b. "**App Login Credential(s)"** means a system-generated application login and associated password provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use of Online Services.
c. "**Service Credit(s)"** means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document.
d. "**Sharing Tools"** means publishing capabilities included with Online Services and ArcGIS Website that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.

3.2 Subscription to Online Services. Esri provides Online Services subscriptions under the following terms. Addendum 1 also provides Product-specific terms of use for individual Online Services.

3.3 Access to Value-Added Applications

a. Named Users have unique, individual login credentials. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users.
b. Unless otherwise noted in Addendum 1, Customer may use its Online Services subscription to build a Value-Added Application(s) for internal use by Named Users.
c. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Online Services subscription.
d. Customer may not add third parties as Named Users to Customer's Online Services subscription for the purpose of allowing third parties to access Customer's Value-Added Applications. This restriction does not apply to third parties included within the definition of Named Users.
e. Customer may not provide a third party with access to ArcGIS Online services enabled through Customer's ArcGIS Online subscription other than through Customer's Value-Added Applications. This restriction does not apply to third parties included within the definition of Named Users.
f. Customer may enable Anonymous Users to access Customer's Value-Added Applications running under Customer's own subscription, subject to the following terms:

    1. Customer may charge for such access under subscription types that permit use for commercial retail business purposes.

2. Customer may embed an App Login Credential into Value-Added Applications to enable public use by Anonymous Users but may not embed a Named User Credential.
3. Customer is responsible for all Service Credits consumed in Anonymous Users' use of Customer's Value-Added Applications.
4. Customer is solely responsible for providing technical support for Customer's Value-Added Application(s).
5. Customer may not enable Anonymous Users to access Value-Added Applications that are intended for Customer's internal use only; Value-Added Applications used internally require each user to use Named User login credentials.

3.4 Customer's Responsibilities

a. Customer is solely responsible for the development and operation of Customer Content and Value-Added Applications and for its Named Users' compliance with this Agreement. Customer and its Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Customer's subscription. Named Users' login credentials are for designated Named Users only and may not be shared with other individuals. Customer may assign former Named Users' login credentials to new Named Users if the former users no longer require access to Online Services.
b. Customer must include attribution acknowledging that its application uses Esri Online Services, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.

3.5 Modifications of Online Services. Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.

3.6 Subscription Fee Changes. Esri may change fees for subscriptions with a term greater than 1 month by notifying Customer at least 60 days prior to expiration of the then-current subscription term. Esri may change monthly subscription fees upon 30 days' notice. Outside the United States, the distributor may provide notice of rate changes.

3.7 Customer Content

a. *Ownership.* Customer retains all right, title, and interest in Customer Content. Customer hereby grants Esri and Esri's vendors or licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Customer Content solely for the purpose of enabling Customer's use of Online Services. Without Customer's permission, Esri will not access, use, or disclose Customer Content except as reasonably necessary to support Customer's use of Online Services, respond to Customer's requests for customer support, or troubleshoot Customer's subscription or for any other purpose authorized by Customer in writing. If Customer accesses Online Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Online Services, and Customer Content. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will provide prompt notice so that Customer may seek to limit the scope of disclosure or obtain a protective order. It is Customer's sole responsibility to ensure that Customer Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.
b. *Sharing Customer Content.* If Customer elects to share Customer Content using Sharing Tools, then Customer acknowledges that Customer has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools or Online Services, Customer Content, ArcGIS Website, Documentation, or related materials. Customer's use of Sharing Tools is at Customer's sole risk.
c. *Retrieving Customer Content upon Termination.* Upon termination of this Agreement or any trial, evaluation, or subscription, Esri will make Customer Content available to Customer for download for a period of 30 days

unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Customer's right to access or use Customer Content with Online Services will end, and Esri will have no further obligations to store or return Customer Content.

3.8 Limits on Use of Online Services, Service Credits. Each Online Services subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75% of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

4.0 DATA

4.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. "**Business Listing Data**" means any dataset that includes a list of businesses and may include other associated business attributes.
b. "**Esri Content Package(s)**" means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
c. "**Street Data**" means Data that includes or depicts information about roads, streets, and related features.

4.2 Permitted Uses

a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
b. Customer may include representations of the Data in hard-copy or static, electronic formats (e.g., PDF, GIF, JPEG) in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise cache or download such Data.
d. Esri does not acquire any rights in Customer data under this Agreement.

4.3 Use Restrictions

a. Customer may not act directly or authorize its customers to cobrand Data, use the Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
b. Customer may not use or allow third parties to use Data for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for

    1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
    2. Synchronized multivehicle routing; or

3. Synchronized route optimization.

e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of Business Analyst Server. Customer may not otherwise cache or download such Data.
f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (for example, a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
g. *Esri MapStudio Data*. Customer may create, publicly display, and distribute maps in hard-copy and static electronic format for news-reporting purposes only.

4.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

5.0 MAINTENANCE

US Customers: Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

Customers outside the United States: Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

6.0 PROFESSIONAL SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. "**Invention(s)**" means patentable inventions, discoveries, innovations, and improvements, excluding Deliverables, relating to the subject matter of a Task Order.
b. "**Inventor(s)**" means the parties' principals, employees, consultants, or independent contractors that solely or jointly develop Inventions during Esri's performance under a Task Order.
c. "**Professional Service Package(s)**" means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

6.2 Permitted Uses. Customer may use, copy, and modify the Deliverables solely in conjunction with Customer's authorized use of Products.

6.3 Task Orders and Project Schedule

a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
d. Each party will identify, in writing, the project manager who is responsible for the Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.

6.4 Ownership of Deliverables and Inventions

a. Esri or its licensors own and retain ownership of the Deliverables.
b. Each party will retain title to any Inventions made or conceived solely by its Inventors during the Term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement. The parties will jointly own any Inventions made or conceived jointly by Inventors from both parties.

c. The parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such Invention.

6.5 Acceptance

a. *For Time and Materials Task Orders.* Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order will not be subject to acceptance testing.
b. *For Task Orders with Professional Service Packages.* Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
c. *For Firm Fixed Price Task Orders.* Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:

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

    Customer may not use any Deliverable in its business operations before acceptance as described in c.1. or c.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with c.2. or c.3., or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

6.6 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

6.7 Customer Termination for Convenience. Customer may terminate any Task Order at any time on 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

6.8 Payment; Invoices

a. *For Time and Materials Task Orders*

    1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the

government General Services Administration (GSA) website at http://gsa.gov/. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category. Esri may provide annual calendar year updates to its hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.

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

b. *For Professional Service Packages*. Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
c. *For Firm Fixed Price Task Orders.* Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.

6.9 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

7.0 ESRI MANAGED CLOUD SERVICES

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. "**EMCS Environment**" means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of EMCS.
b. "**Hosting**" means the business of housing and making accessible Customer Content via the Internet.

7.2 Provision of EMCS

a. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
b. **License to Customer Content.** During the Term of the Task Order issued under this Agreement, Customer hereby grants to Esri and its subcontractors permission to use Customer Content to support the provision of EMCS. Such permission shall include, but not be limited to, the grant of rights and license to manipulate, publish, distribute, and implement Customer Content within the EMCS Environment in any reasonable manner needed to support the provision of EMCS.
c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the EMCS to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the EMCS Environment.
d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the EMCS Environment shall at all times remain with Esri.
e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
f. **Public Software.** Customer may not use, and may not authorize its end users to use, any software, documentation, or other material that contains or is derived (in whole or in part) from any software, documentation, or other material distributed as free software, open-source software (e.g., Linux), or other similar licensing or distribution models including, but not limited to, software, documentation, or other material licensed or distributed under any of the following license or distribution models or license or distribution

models similar to any of the following: (i) the GNU General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License; (ii) the Artistic License (e.g., Perl); (iii) the Mozilla Public License (MPL); (iv) the Netscape Public License; (v) the Sun Community Source License (SCSL); (vi) the Sun Industry Standards Source License (SISSL); (vii) the Berkeley Software Distribution (BSD) License; and (viii) the Apache License ("Public Software") in connection with the Customer Content in any manner that requires, pursuant to the license applicable to such Public Software, that any component of the EMCS be (1) disclosed or distributed in source code form, (2) made available free of charge to recipients, or (3) modifiable without restriction by recipients.

g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.3 Takedown or Termination of EMCS. In the event of takedown of Customer Content or upon any expiration or termination of an applicable Task Order while Esri is providing EMCS, Esri will download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer. Customer will be responsible for any unpaid fees due through the date of termination.

8.0 TRAINING

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. "**Customer-Supplied Training Data**" means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
b. "**Esri Mobile Lab**" means Esri equipment consisting of laptops preconfigured with Esri Software, Training Materials, hard drives, power cords, and network switches provided to Customer for use in conjunction with Training.
c. "**Esri Training Event Assistant**" means Customer's primary Esri liaison in organizing private Training events.
d. "**Student**" means a Customer employee or agent who is a registered participant in a specific Training course, Customer coaching services, or training-related services. If Customer is an individual, then Student means Customer.

8.2 Permitted and Prohibited Uses

a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the training course for which the Training Materials are provided.
b. Each Student may run and install 1 copy of Training Materials and reproduce 1 copy of Training Materials. The Student may make 1 additional copy of the original Training Materials for archive purposes only, unless Esri grants in writing the right to make additional copies.
c. Customer may not and may not permit any Student to (i) separate the component parts of the Training Materials for use on multiple systems or in the cloud, (ii) use the Training Materials in conjunction with any other software package, (iii) merge and compile the Training Materials into a separate database(s) or documents for other analytical uses, or (iv) use audio or video recording equipment during a Training course.
d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products for Training purposes only and under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Training event.
e. Customer will retain ownership of any Customer-Supplied Training Data.

8.3 Esri's Responsibilities

Esri will

a. Provide an instructor qualified to conduct the Training;
b. Provide all necessary Training Materials for Student; and

c. Confirm class approximately 10 business days prior to the scheduled start date. Customer site and private classes confirmation is dependent on receipt of the completed Customer site training request form and intended method of payment.

8.4 Customer's Responsibilities

Customer will

a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training event. Unregistered students may not view or participate in an online classroom Training event. Esri reserves the right to disconnect any Student who permits access to an unregistered student;
b. Confirm that all Students meet the minimum prerequisites for the applicable Training event as listed on Esri's Training website;
c. Submit registrations with a confirmed payment commitment at least 15 business days before the scheduled start date. Esri will not confirm reservations for registrations submitted without payment commitment but will instead add the registration to a waiting list pending payment confirmation. All waiting list reservations are subject to availability;
d. Provide the Esri Training Event Assistant with a list of the names and email addresses of any Students who are to attend an event at least 3 business days before the scheduled start date.
e. Be responsible for all Student travel arrangements and hold Esri harmless for losses from any nonrefundable travel arrangements due to the denial of Student's participation based on US government export regulation requirements, course scheduling changes, or cancellations;
f. For classes held at the Customer-designated facility, complete a client site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
g. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
h. Assume full responsibility for Student attending Training course(s) under this Agreement. Customer agrees to indemnify Esri, its officers, directors, and employees for any and all claims, liabilities, and expenses (including reasonable legal fees) arising out of or based on any uncured material breach by Student of the terms and conditions of this Agreement.
i. If the Esri Mobile Lab is used, Customer will

    1. Immediately report any previously damaged Esri Mobile Lab equipment to the Esri Training Event Assistant upon receipt of the equipment.
    2. Keep Esri Mobile Lab equipment in a secure, locked area between Training event sessions.
    3. Ensure that only Students use Esri Mobile Lab equipment.
    4. Be responsible for loss of, damage to, or theft of Esri Mobile Lab equipment while in Customer's possession.
    5. Maintain sufficient insurance coverage to meet obligations created by this Agreement and by law or regulation.
    6. Allow the Esri instructor to check all Esri Mobile Lab equipment following the completion of Training. Esri will notify Customer in writing of any damage to Esri Mobile Lab equipment due to Student use, excluding normal wear and tear. Customer will be financially responsible for any repair or replacement of equipment resulting from such damage.
    7. Make Esri Mobile Lab equipment available for freight pickup upon the conclusion of the Training event.

8.5 Student Registration and Training Event Change Policy

a. *Individual Student Seats.* Customer will provide written notice to the Esri Customer Service department at service@esri.com of any Student transfer, cancellation, or substitution requests at least 3 business days before the scheduled start date.

    1. Multiple requests and any requests that occur without the 3 business days' advance notice are subject to a fee, as determined by Esri.
    2. Cancellation of Student registrations that occurs without the 3 business days' advance notice is subject to the full Training event fee.

3. Any substitute Student must be from the same organization as the Student being replaced.

b. *Customer Site/Private Class/Coaching Services (Training Event).* Customer will provide written notice to Esri Customer Service at service@esri.com of any Training event rescheduling, cancellation, or Student substitution requirements at least 3 business days before the scheduled start date.

   1. Training event rescheduling and cancellations that occur without the 3 business days' advance notice are subject to the full Training event fee. Customer will be responsible for all of Esri's reasonable travel expenses and shipping costs (including Esri Mobile Lab) for all rescheduled or canceled Training events.
   2. Student substitutions that occur without the 3 business days' advance notice are subject to a fee, as determined by Esri. Any substitute Student must be from the same organization as the Student being replaced.

c. If cancellation of a Training event is necessary due to causes beyond the party's reasonable control, the affected party is released in full from the 3-business-day notification requirement. The affected party will either reschedule or cancel the Training without incurring any liability.
d. If Esri is unable to conduct the Training on the scheduled date, Esri will notify Customer at least 3 business days before the scheduled start date.
e. Esri will not permit any Student who is a resident of a US embargoed country or is listed on any of the various US Government Lists of Parties of Concern or Specially Designated Nationals lists to attend the Training event.
f. *Termination of Agreement.* Students who are currently registered for a Training course as of the date of termination of this Agreement may attend the scheduled Training, subject to the terms and conditions of this Agreement.

8.6 Invoicing; Prepaid Fees

a. Esri will invoice Customer upon completion of each Training course or immediately upon receipt of a purchase order if mutually agreed to by the parties.
b. If Customer is invoiced and pays that invoice prior to the scheduled Training event, then Customer has 1 calendar year 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.

9.0 ESRI ENTERPRISE ADVANTAGE PROGRAM

9.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. "**Activity Description**" means a confirmation email or document received from Customer that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate.
b. "**Authorized EEAP Contact**" means the Customer point of contact for EEAP identified below.
c. "**EEAP**" means the Esri Enterprise Advantage Program as described in this section.
d. "**Learning and Services Credits**" means credits that Customer may use in exchange for Professional Services, Training, PSS, EMCS, or related travel expenses as described below.
e. "**Premium Support Services**" or "**PSS**" means a prioritized incident management and technical support program further described at http://support.esri.com/en/support/premium.

f. "**Technical Advisor**" means an Esri advisor assigned to work with Customer to provide Professional Services comprising advising on GIS strategies, facilitating annual account planning, and developing and coordinating a collaborative technical work plan under EEAP.

9.2 EEAP Description. EEAP is provided on an order-by-order, annual subscription basis. EEAP is a menu of Professional Services, Training, PSS, and EMCS that provides Customer with the flexibility to select the components that best meet its needs. The current EEAP is further described at www.esri.com/services/eeap/components, which may be changed from time to time. EEAP includes

a. **Technical Advisor.** Customer will receive up to the number of Technical Advisor hours ordered. Customer may elect to retain additional Technical Advisor hours for a supplemental price.
b. **Annual Account Planning Session.** A 1-day annual account planning and review meeting is included.
c. **Technical Work Plan.** A collaboratively developed document designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, EMCS or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the following website: www.esri.com/services/eeap/components#learning. Esri will provide the Authorized EEAP Contact with a monthly report outlining usage of EEAP Learning and Services Credits to date.
e. **Quarterly Technology Webcast.** Esri will provide an email invitation to the Authorized EEAP Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.
f. **No Development Services.** EEAP is not designed for Esri to provide project-specific professional services such as custom application or database development for solutions or applications. If these types of professional services are required, Customer will need to enter into a separate Task Order for Professional Services.

9.3 Authorized EEAP Contact Information. Customer identifies the following person as its initial Authorized EEAP Contact.

(to be completed by Customer):

Contact Name: _____
Telephone: _____
Address: _____
Fax: _____
City, State, ZIP: _____
_____
Email: _____

9.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the EEAP Term.

9.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit to Customer a Learning and Services Credit estimate by email for confirmation and authorization to use the Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an Activity Description. Esri will begin performance and deduct the amount quoted from the unused Learning and Services Credits available.

9.6 Activity Descriptions for EMCS. The Activity Description for EMCS orders must include the following:

a. **The EMCS term—**The time period in which Esri provides the EMCS to Customer. The EMCS term does not begin until setup and deployment of the data and application are complete.
b. **Targeted system availability—**The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all EMCS offerings include a targeted system availability.
c. **Number of anticipated requests—**A request is made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the EMCS Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
d. **Amount of data storage—**The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
e. **Learning and Services Credits Consumption—**The price for the EMCS in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

9.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Customer may direct Esri to use Learning and Services Credits for travel and per diem expenses, or Customer will issue a purchase order and Esri will invoice Customer for the travel and per diem expenses as set forth in the "Professional Services" section of this Agreement.

9.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all of its Learning and Services Credits.

9.9 Review of Proposed Activities. Any activities proposed to be completed under the EEAP will be subject to review and approval by Esri to ensure alignment with the intent of the program.

9.10 Invoicing

a. Esri shall invoice Customer as quoted for the EEAP subscription, additional Learning and Services Credits, or Technical Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the EEAP subscription expiration date. Esri will extend the EEAP subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Technical Advisor services upon receipt of Customer's order.
b. Pricing for annual program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

9.11 Termination and Expiration. Upon termination or expiration of an EEAP subscription

a. Technical Advisor, annual account planning session, and Activity Description services will end as of the expiration or termination date unless Customer renews its subscription;
b. Unless either party terminates the EEAP subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the EEAP subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from their purchase date or termination of the EEAP agreement, whichever comes first.

ATTACHMENT A
GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"**Affiliate**" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party; where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity. Esri's distributors are not Affiliates.

"**API**" means application programming interface.

"**ArcGIS Website**" means www.arcgis.com and any related or successor websites.

"**Authorization Code(s)**" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"**Beta**" means any alpha, beta, or other prerelease Product.

"**Cloud Services**" means Online Services and EMCS.

"**Commercial ASP Use**" means use as a commercial application service provider, that is, to generate revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.

"**Content**" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources.

"**Control**" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"**Customer Content**" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"**Data**" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, that Esri bundles with other Esri Offerings or delivers independently.

"**Deliverables**" means anything that Esri delivers to a Customer as a result of performance of Professional Services other than Products, Training, or Services performed under EEAP.

"**Documentation**" means all user reference documentation that Esri provides with an Esri Offering.

"**Esri Managed Cloud Services**" or "**EMCS**" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"**Esri Offering(s)**" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables provided on a firm-fixed price basis and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"**GIS**" means geographic information system.

"**Maintenance**" means a subscription program that Esri provides and that entitles the Customer to Product updates and other benefits such as access to technical support and to self-paced, web-based learning resources.

"**Malicious Code**" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial-of-service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"**Named User(s)**" is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique secure named user login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.

"**Named User Credential(s)**" means an individual person's login and associated password enabling that person to access and use Products.

"**Named User License or Subscription**" means a license or subscription for use by a single Named User.

"**Online Services**" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"**Ordering Document(s)**" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying the Esri Offerings, updates, or Services that Customer orders.

"**Perpetual License**" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"**Personal Use**" means personal, noncommercial use by an individual Customer. Personal Use excludes use for the benefit of any third party, including commercial, educational, governmental, or nonprofit entities.

"**Product(s)**" means Software, Data, and Online Services.

"**Professional Services**" means any development or consulting services that Esri provides to Customer.

"**Sample(s)**" means sample code, sample applications, add-ons, or sample extensions of Products.

"**Service(s)**" means Maintenance. If Esri provides EMCS, Training, or Professional Services directly to Customer, then Services also include EMCS, Training, and Professional Services.

"**Software**" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"**Specification(s)**" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"**Task Order(s)**" means an Ordering Document for Services.

"**Term License**" means a license for use of an Esri Offering for a limited time period ("**Term**").

"**Third-Party Content**" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"**Training**" means standard Product training that Esri provides under this Agreement.

"**Training Materials**" means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, and exams.

"**Value-Added Application(s)**" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE 1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Esri Offerings;
b. Use Software for Commercial ASP Use or service bureau purposes;
c. Distribute or provide direct access to Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
d. Distribute Authorization Codes to third parties;
e. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
f. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
g. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or regulation;
h. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
i. Unbundle or independently use individual or component parts of Esri Offerings;
j. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
k. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
l. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any part of the Esri Offerings to open-source or open-database license terms that require any part of the Esri Offerings to be

    1. Disclosed in source code form to third parties;
    2. Licensed to third parties for the purpose of making derivative works; or
    3. Redistributable to third parties at no charge.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE 2—TERM AND TERMINATION

This Agreement is effective upon acceptance. Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions in Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

Upon any termination of a license or subscription, Customer will

a. Stop accessing and using the terminated Esri Offerings;
b. Clear any client-side data cache derived from the terminated Cloud Services; and
c. Stop using and uninstall, remove, and destroy all copies of affected Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE 3—LIMITED WARRANTIES AND DISCLAIMERS

3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Esri will make a good faith effort to ensure its Offerings comply with the applicable Specifications and (ii) Services will conform to the professional and technical standards of the industry. The warranty period for Esri Offerings and Services offered under a Perpetual License runs for 90 days from the date of delivery, or the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings and Services offered under a subscription or term license basis runs for the duration of the subscription or term.

3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation and Beta Products are delivered "as is" and without warranty of any kind.

3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

3.4 Disclaimers

a. ***Internet Disclaimer.*** **Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.**
b. ***Third-Party Websites; Third-Party Content.*** **Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.**

3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to either (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) return the fees paid by Customer for Esri Offerings or Services that do not meet Esri's limited warranties, provided that Customer uninstalls, removes, and destroys all copies of the applicable Esri Offerings; ceases accessing and using the applicable Cloud Services; and executes and delivers evidence of such actions to Esri or its authorized distributor.

ARTICLE 4—LIMITATION OF LIABILITY

4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages, lost profits, lost sales, or loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license or subscription fees paid or owed to Esri for the Esri Offerings giving rise to the cause of action.

4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE 5—INDEMNIFICATIONS

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. "**Claim**" means any claim, action, or demand by a third party.
b. "**Indemnitees**" means Customer and its directors, officers, and employees.
c. "**Infringement Claim(s)**" means any Claim alleging that Customer's use of or access to Esri Offerings or Services infringe a patent, copyright, trademark, or trade secret.
d. "**Loss(es)**" means out-of-pocket loss, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

5.2 Infringement Indemnity

a. Esri will defend and hold all Indemnitees harmless from any Infringement Claim and indemnify any Loss arising out of an Infringement Claim as set forth in the following paragraphs.
b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or property damage (excluding databases not covered under a reasonable backup program) 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 performing Services while on Customer's site.

5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

5.5 This Section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE 6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

a. Comprehensive general liability or commercial general liability with a minimum coverage of $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; and
    6. Completed operations.

b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

Esri will carry, at a minimum, the following coverage:

a. Professional Liability (Errors & Omissions) with a minimum coverage of $1,000,000.00 per occurrence and aggregate on a claims made basis.

ARTICLE 7—SECURITY AND COMPLIANCE

7.1 Security. Esri publishes its security capabilities at http://doc.arcgis.com/en/trust/security/security-overview.htm. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through third-party Content.

7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all

then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

ARTICLE 8—CLOUD SERVICES

8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

a. Spams, spoofs, or phishes email; transmits junk email or offensive or defamatory material; or stalks or makes threats of physical harm;
b. Stores or transmits any Malicious Code;
c. Violates any law or regulation;
d. Infringes or misappropriates the rights of any third party;
e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services; or
f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

8.3 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

8.4 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

8.5 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE 9—GENERAL PROVISIONS

9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

9.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

9.5 Taxes and Fees; Shipping Charges. Fees that Esri quotes to Customer are exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; and shipping and handling charges. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

9.6 Reserved.

9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services.

9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of the Products under applicable public procurement law, such rights will extend only to the portions affected. Online Services are FISMA-Low authorized but do not meet higher security requirements including those found in DFARS 252.239-7010.

9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

a. *Government Entities*. If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.

b. *Non-government Entities.* US federal law and the law of the State of Idaho exclusively govern this Agreement, excluding their respective choice of law principles.

9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

a. *Equitable Relief.* Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
b. *US Government Agencies.* This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
c. *Other Government Entities*. Esri will comply with mandatory dispute resolutions under applicable law.
d. Reserved.

9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks subject to this section 9.14, laws, regulations, government orders, or any other force majeure event. Esri will not be liable for any failure of or delay in the performance of this Agreement for cyber-attacks so long as Esri has reasonable cyber defense protocols in place when the attack takes place.

9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn: Contracts & Legal Department
380 New York Street
Redlands, CA 92373-8100
USA

Tel.: 909-793-2853
Email: LegalNotices@esri.com

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

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

1. Scope of Work: [*As applicable, specifically identify and describe Deliverables including custom code, map data, and technical data (including technical assistance) and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data), and place of delivery and location where technical assistance will be provided.]*

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

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

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

4. Customer Address for the Receipt of Esri Invoices:

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

6. Special Considerations:

7. Esri Project Manager: [*insert name, telephone, fax, and email address*]
   Esri Senior Contract Administrator: [*insert name, telephone, fax, and email address*]
   Customer Project Manager: [*insert name, telephone, fax, and email address*]
   Customer Senior Contract Administrator: [*insert name, telephone, fax, and email address*]
   Customer Accounts Payable Contact: [*insert name, telephone, fax, and email address*]

ACCEPTED AND AGREED:

[sample only—do not sign] _____	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Customer)	(Esri)
Signature: *[sample only—do not sign]*	Signature: *[sample only—do not sign]*
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT D
TIME AND MATERIALS RATE SCHEDULE

Effective January 1, 2018

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

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

GIS Technical Specialist/Engineer (S1) **Hourly Rate: $227**

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. This category also includes staff involved in the development and delivery of training and those with expertise in creating, editing, and teaching training content.

GIS System/Software Developer (S2) **Hourly Rate: $294**

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. This category of staff includes senior staff who apply subject-matter expertise to design, develop, and deliver training content and supporting technologies, leveraging adult learning methodologies.

Senior GIS System/Software Architect (S3) **Hourly Rate: $360**

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 in 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: $275**

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 to several aspects of GIS implementation. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables, milestones, and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements. This category of staff may also consult and manage training development and delivery projects.

Senior GIS Consultant/Project Manager (M2) **Hourly Rate: $347**

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: $457**

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: $191**

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.

Addendum 1
Product-Specific Terms of Use

SOFTWARE

The following list identifies additional terms of use that apply to specific Software. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of this Agreement. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

Desktop Products
- ArcGIS Desktop (Advanced, Standard, or Basic) (26)
- ArcGIS Earth (65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcPad (13)
- ArcReader (20)
- ArcGIS for Windows Mobile (15; 54)
- ArcGIS for Personal Use (3, 26)

Server Products
- ArcGIS Enterprise
  - Basic (17)
  - Standard or Advanced (17; 21; 31)
  - Workgroup Standard or Advanced (21; 28; 29; 30)
  - ArcGIS GIS Server (Standard or Advanced) (31)
  - ArcGIS GIS Server Basic (39)
  - ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30)
  - ArcGIS GIS Server Workgroup Basic (39)
  - ArcGIS GIS Server Extension
  - ArcGIS for Maritime: Server (2)
  - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server (4)
- Esri Business Analyst for Server
  - Workgroup (28; 29; 30; 31; 39)
  - Enterprise (31; 39)
- World Geocoder for ArcGIS (67)

Developer Tools
- AppStudio for ArcGIS Standard (11, 16, 19)
- ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, Windows Phone), Qt, or WPF (16; 19)
- ArcGIS Runtime Basic Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (1)
- ArcGIS Runtime Basic, Standard, Advanced Levels and the Analysis Extension for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18)
- ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26)
- ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26)
- ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66)
- ArcGIS Developer Subscription (24; 26)
- Esri File Geodatabase API (47)

Mobile
- Navigator for ArcGIS (14)

Footnotes:
1. May not be used to edit an enterprise geodatabase via Direct Connect.
2. Not for use in navigation.

3. Licensed for personal use only.
4. When used with ArcGIS Enterprise Workgroup
   - Limited to 1 four-core server.
   - Can be installed on a separate machine.

5–10. Reserved.

11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. Reserved.
13. Licensed as a Dual Use License.
14. May be used for navigational purposes.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under export regulation.
17. Customer shall not redistribute Oracle JDBC Driver or its documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement.
18. The Deployment License is per Value-Added Application per computer for stand-alone applications.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.
21. Customer may build Value-Added Applications for use by Customer's Named Users. Customer may not (i) embed Named User Credentials in Value-Added Applications or (ii) embed or use App Login Credentials in Value-Added Applications. Customer may permit (a) public access to Value-Added Applications without credentials or (b) access using unique, individual Named User login credentials.
22. a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
    b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.
23. Reserved.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions; all other Software is licensed as a Single Use License.
25. Reserved.
26. The geodatabase is restricted to 10 gigabytes of Customer's data.
27. Reserved.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of 10 gigabytes of Customer's data.
31. Includes a Failover License.
32. Reserved.

33–38. Reserved.

39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.

40–46. Reserved.

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

48–53. Reserved.

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

55–63. Reserved.

64. Value-Added Applications for web deployment must be used in conjunction with other Esri Products. Third-party technologies may also be used in conjunction with Value-Added Applications as long as the Value-Added Applications are always used in conjunction with other Esri Product(s).
65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.
66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.
67. Limited to 250,000,000 geocodes per annual subscription.

ONLINE SERVICES

The following list identifies additional terms of use that apply to specific Online Services. Each Product listing identifies one or more footnotes that apply to that Product. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

- ArcGIS Online developer deployment subscriptions are available through multiple selling programs:
  - Commercial Retail, enterprise agreements, and Government Programs
    + Free Subscription (1; 9; 10; 13; 16)
    + Paid Subscription (1; 9; 10; 11; 13)
  - Education Programs (Free or Paid Subscriptions) (1; 3; 4; 5; 6; 9; 10; 13; 16)
  - NGO/NPO, Press/Media Programs (Free or Paid Subscription) (1; 3; 4; 5; 6; 9; 10; 13; 16)
- ArcGIS Online subscriptions are available through multiple Selling Programs:
  - Commercial Retail, EAs; and Government Programs (1; 2; 3; 11; 12; 14; 17)
  - Education Programs (1; 2; 14; 16; 17)
  - Non-profit Programs (1; 2; 14; 16; 17)
- Public Plan
  - Commercial Retail; enterprise agreements; Government; NGO/NPO; Press/Media Programs (1; 4; 5; 6; 7; 9; 10; 15; 16)
  - Education Programs (1; 4; 5; 6; 7; 9; 10; 15; 16)

Footnotes:

1. Customer may not store the geocoded results generated by World Geocoding Service without an ArcGIS Online subscription. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
2. May be used for any business purpose of Customer's organization.
3. May be used for development and test purposes for Customer's organization.
4. May be used for teaching purposes in educational organizations.
5. May be used for the benefit of Customer's qualified NGO/NPO organization.
6. May be used for the benefit of press or media organizations.
7. May be used for personal use.
8. Reserved
9. Customer may enable third-party use of Value-Added Applications only by publicly sharing using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.
10. Customer is not permitted to create private groups or participate in any private groups.
11. Customer may make Value-Added Applications available to third parties for a fee.
12. Customer may use this subscription to create or participate in private groups.
13. Each subscription is limited to 1,000,000 geosearch transactions per month in conjunction with Customer's subscription. Transactions include both basemap data and geocode search transactions. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted toward the transaction limit. However, storage does consume Service Credits.
14. Each subscription is limited to 50,000,000 geosearch transactions in any 12-month period. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted toward the transaction limit. However, storage does consume Service Credits.
15. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.
16. Customer may not make Value-Added Applications available to third parties for a fee.
17. A Named User may embed its Named User Credential in an ArcGIS API for Python script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.

IDAHO

State of Idaho

CHANGE ORDER - 03

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	SBPO1218
Account Number:	AC-1
Revision Number:	03
Change Order Date:	January 26, 2018
Service Start Date:	February 1, 2018
Service End Date:	March 31, 2018
Payment Method:	Invoice
Payment Terms:	NET30
Currency	USD
FOB Instruction:	Destination
Attachment(s):	ChangeLog.htm :Purchase Order Change

Supplier

Cindy Grande
Environmental Systems Research Ins
File No. 54630
Los Angeles, CA 90074-4630
Phone: 909-793-2853-1310

Fax: 909-793-5953

Email: acctrecv@esri.com

Buyer Contact

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

Contract Number:

Bill To Address

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

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

Ship To Address

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

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

Instructions

SBPO1218, Geographic Information Systems (GIS) for ALL ELIGIBLE POLITICAL SUBDIVISIONS OR PUBLIC AGENCIES (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: 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 orders placed by the State; or may be dependent upon the specific terms of the Contract.

ESTIMATED CONTRACT VALUE THROUGH AMENDMENT 9: $8,000,000.00
VALUE OF AMENDMENT 10: $0.00 (administrative amendment)

VALUE OF RENEWAL (PERIOD: 2/1/18 – 3/31/18): $105,000.00.
ESTIMATED CONTRACT VALUE: $8,105,000.00.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	LO	105,000.00	$105,000.00

Item Description #1

Contract renewal period: February 1, 2018 through March 31, 2018.

Delivery Date: March 20, 2015
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

Sub-Total (USD)	$105,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$105,000.00

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

Signature :

Signed By : Jason R. Urquhart

C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
SARAH HILDERBRAND
Administrator

State of Idaho

Department of Administration

Division of Purchasing

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

January 18, 2018

Environmental Systems Research Institute, Inc.
Attn: Nathalie Smith

VIA ELECTRONIC TRANSMISSION
nsmith@esri.com

RE: Renewal of Contract SBPO1218, a Contract for Geographic Information Systems (GIS) for the State of Idaho, Expiring 1/31/18

Our letter dated September 20, 2017 is hereby rescinded.

The State of Idaho would like to renew the above referenced contract for a period of Two (2) Months. The contract renewal period is February 1, 2018 through March 31, 2018. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please complete the section below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

CONTRACTOR-COMPLETE THIS SECTION:

RENEWAL APPROVED (check one): X YES___NO

COMPANY: ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

BY: _____
(Signature)

TIMOTHY BRAZEAL
Manager, Commercial & Government Contracts
(Printed Name)

DATE: 1-19-2018

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO1218:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

Esri A8: 324309

"Serving Idaho citizens through effective services to their governmental agencies"

IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	SBPO1218
Account Number:	AC-1
Revision Number:	01
Change Order Date:	January 20, 2015
Service Start Date:	February 1, 2015
Service End Date:	January 31, 2018
Payment Method:	Invoice
Payment Terms:	No Payment Terms specified
Currency	USD
FOB Instruction:	Destination
Attachment(s):	ChangeLog.htm :Purchase Order Change

Supplier

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

Buyer Contact

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

Contract Number:

Bill To Address

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

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

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

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

This contract renewal and the provisions hereof are hereby made part of that certain State of Idaho contract number SBPO1218-08 for GEOGRAPHIC INFORMATION SYSTEMS (GIS) dated February 09,2012, for ALL ELIGIBLE POLITICAL SUBDIVISIONS OR PUBLIC AGENCIES. This agreement is between ESRI, Inc. as

"Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:

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

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

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

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

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

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

CONTRACTOR'S PRIMARY CONTACT

Lee Otis

Account Manager

ESRI, Inc.

111 Market St NE, Suite 250

Olympia, WA 98501

360-754-4727 ext. 8969

425*281*1605 (mobile)

lotis@esri.com

STATE AGENCY PRIMARY CONTACT

Bill Farnsworth

Enterprise Applications Manager

Office of the Chief Information Officer

650 W. State Street, Room 100

Boise, ID 83720-004

208-332-1878

208*863*9039 (mobile)

Bill.farnsworth@cio.idaho.gov

STATE DIVISION OF PURCHASING CONTRACT ADMINISTRATION

Gregöry Lindström, CPPO, CPPB

State IT Purchasing Officer

650 W. State St - Rm B15

Boise, ID 83720-0075

208-332-1609

gregory.lindstrom@adm.idaho.gov

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	3	0	ANN	$500,000.00	$1,500,000.00

Item Description #1

CPO01218-09 amends the contract to renew services for an additional three (3) years.

ESTIMATED CONTRACT VALUE TO DATE	$6,500,000.00
ESTIMATED VALUE OF THIS AMENDMENT	$1,500,000.00
ESTIMATED CONTRACT VALUE	$8,000,000.00

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

Sub-Total (USD)	$1,500,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$1,500,000.00

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

Gregory Lindström

Amendment 7
Master Purchase Agreement
No. 2004MPA285

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

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

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

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

NOW THEREFORE, the parties agree to the following:

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

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

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

4) **Attachment C, Time and Materials Rate Schedule, J-8410.** The existing 2012 Esri Time and Materials Rate Schedule J-8410 is deleted and replaced with the 2015-2018 Time and Materials Rate Schedule J-8410.

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

Except as may be specifically modified by this Amendment 7, all other terms and conditions of the MPA and any Amendment(s) or Addendum(s) constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of this MPA. The parties hereto have executed this Amendment 7 to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

STATE OF IDAHO (IDAHO)

Signature: _____

Printed Name: Gregory Lindström

Title: IT Purchasing Officer

Date: January 16, 2015

SBPO 1218-09

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)

Signature: _____

Printed Name: Chris Johnson

Title: Manager, Commercial & Government Contracts

Date: DEC 12 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	Annual Maintenance for Esri Business Analyst Basic for Desktop National License	$14,795.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Regional License	$10,795.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop State License	$6,795.00
8	**Esri Business Analyst Standard for Desktop—Concurrent Use Licenses**	
	Esri Business Analyst Standard for Desktop National Concurrent Use License	$36,896.00
	Esri Business Analyst Standard for Desktop Regional Concurrent Use License	$26,541.00
	Esri Business Analyst Standard for Desktop State Concurrent Use License	$16,565.00
8	**Esri Business Analyst Standard for Desktop—Single Use Licenses**	
	Esri Business Analyst Standard for Desktop National Single Use License	$36,896.00
	Esri Business Analyst Standard for Desktop Regional Single Use License	$26,541.00
	Esri Business Analyst Standard for Desktop State Single Use License	$16,565.00
8	**Annual Maintenance for Esri Business Analyst Standard for Desktop—Concurrent Use and Single Use Licenses**	
	Annual Maintenance for Esri Business Analyst Standard for Desktop National License	$32,795.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop Regional License	$23,590.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop State License	$14,720.00
8	**Esri Business Analyst for Desktop Canadian Edition**	
	Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National Single Use License	$29,565.00
	Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National Concurrent Use License	$29,565.00
	Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National Single Use License	$44,955.00
	Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National Concurrent Use License	$44,955.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National License	$26,280.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National License	$39,960.00
8	**Esri Business Analyst for Server**	
8	**Esri Business Analyst for Server Enterprise Advanced**	
	Esri Business Analyst for Server Enterprise Advanced (up to four cores)	$135,000.00
	Esri Business Analyst for Server Enterprise Advanced (additional cores)	$33,750.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (up to four cores)	$100,000.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (additional cores)	$25,000.00
8	**Esri Business Analyst for Server Workgroup Advanced**	
	Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	$67,500.00
	Annual Maintenance for Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	$50,000.00
8	**Esri Business Analyst for Server—Staging Server**	
	Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	$36,270.00
	Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	$9,068.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	$25,000.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	$6,250.00
9	**ArcGIS for Transportation Analytics**	
9	**ArcGIS for Transportation Analytics with North America Datasets (includes Mexico)**	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	$75,442.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	$92,851.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	$214,718.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	$412,027.00

	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	$800,842.00
9	**ArcGIS for Transportation Analytics with United States and Canada Datasets**	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	$62,868.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	$77,376.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	$178,932.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	$343,356.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	$667,368.00
9	**ArcGIS for Transportation Analytics with Europe Datasets (all countries)**	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	$165,391.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	$203,112.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	$471,510.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	$899,496.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	$1,760,304.00
9	**ArcGIS for Transportation Analytics with Europe Datasets (up to two countries)**	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	$110,261.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	$135,408.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	$314,340.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	$599,664.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	$1,170,312.00
9	**ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses**	
9	**ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—North America (includes Mexico)**	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	$7,544.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	$4,643.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	$4,304.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	$4,111.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	$4,014.00
9	**ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—United States and Canada**	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	$6,287.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	$3,869.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	$3,579.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	$3,434.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	$3,337.00
9	**ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—Europe (all countries)**	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	$16,539.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	$10,156.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	$9,430.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	$8,995.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	$8,802.00
9	**ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—Europe (two countries)**	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	$11,026.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	$6,770.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	$6,287.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	$5,997.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	$5,852.00
9	**ArcGIS for Transportation Analytics with Real-Time Traffic Add-on**	
9	**ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—North America (includes Mexico)**	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	$1,838.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	$1,741.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	$1,548.00

	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	$1,402.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	$1,209.00
9	**ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—United States and Canada**	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	$1,548.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	$1,451.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	$1,306.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	$1,161.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	$1,016.00
9	**ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—Europe (all countries)**	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	$3,288.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	$2,031.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	$1,886.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	$1,789.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	$1,741.00
9	**ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—Europe (two countries)**	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	$2,225.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	$1,354.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	$1,257.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	$1,209.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	$1,161.00
11	**Esri Address Coder**	
	Esri Address Coder Standard National (per user license)	$8,100.00
	Esri Address Coder Standard Regional (per user license)	$5,850.00
	Esri Address Coder Standard State (per user license)	$3,240.00
	Annual Maintenance for Esri Address Coder Standard National (per user license)	$7,200.00
	Annual Maintenance for Esri Address Coder Standard Regional (per user license)	$5,200.00
	Annual Maintenance for Esri Address Coder Standard State (per user license)	$2,880.00
	Esri Address Coder Premium National (per user license)	$13,500.00
	Esri Address Coder Premium Regional (per user license)	$9,450.00
	Esri Address Coder Premium State (per user license)	$5,400.00
	Annual Maintenance for Esri Address Coder Premium National (per user license)	$12,000.00
	Annual Maintenance for Esri Address Coder Premium Regional (per user license)	$8,400.00
	Annual Maintenance for Esri Address Coder Premium State (per user license)	$4,800.00
13	**Mobile GIS**	
13	**ArcPad**	
	ArcPad Single Use License	$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data	$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data	$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data	$630.00
	Annual Maintenance for ArcPad Single Use License	$250.00
	ArcPad Single Use License Upgrade	$242.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data Upgrade	$242.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data Upgrade	$242.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data Upgrade	$242.00
13	**ArcGIS for Windows Mobile**	
	ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	$1,350.00

	Annual Maintenance for ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	$300.00
	ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	$13,500.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	$3,000.00
	ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	$1,350.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	$300.00
	ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	$1,350.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	$300.00
13	**StreetMap for ArcGIS for Windows Mobile**	
13	**StreetMap for ArcGIS for Windows Mobile 5-Pack Bundles**	
	StreetMap for ArcGIS for Windows Mobile for Desktop NAVTEQ North America Street Data 5-Pack Single Use Term License	$400.00
	StreetMap for ArcGIS for Windows Mobile for Desktop NAVTEQ Europe Street Data 5-Pack Single Use Term License	$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ North America Street Data 5-Pack Term License	$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ Europe Street Data 5-Pack Term License	$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ North America Street Data 5-Pack Term License	$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ Europe Street Data 5-Pack Term License	$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ North America Street Data 5-Pack Term License	$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ Europe Street Data 5-Pack Term License	$600.00
13	**StreetMap for ArcGIS for Windows Mobile 50-Pack Bundles**	
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ North America Street Data 50-Pack Term License	$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ Europe Street Data 50-Pack Term License	$5,700.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ North America Street Data 50-Pack Term License	$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ Europe Street Data 50-Pack Term License	$5,700.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ North America Street Data 50-Pack Term License	$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ Europe Street Data 50-Pack Term License	$3,800.00
16	**Instructor-Led Training (ILT)**	
	ILT—per Student, per Day at Esri Learning Centers in the United States	$505.00
	Instructor-Led Online (ILO) Classroom Training—per Student, per Day	$505.00
	Additional Student—Client Site Private Class per Student, per Day	$340.00
	Additional Student—Esri Site Private Class per Student, per Day	$340.00
	Half-Day ILO Training Workshop—per Student, per Seat	$175.00
	Half-Day ILO Private Training Workshop—20 Students	$2,625.00
	Full-Day ILO Training Workshop—per Student, per Seat	$350.00
	Full-Day ILO Private Training Workshop—up to 20 Students	$5,250.00

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

	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	$200.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	$3,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	$175.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	$7,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	$150.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	$12,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	$125.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	$22,000.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	$110.00
17	**Esri Community Analyst Organization Plans for Use with ArcGIS Online**	
	Esri Community Analyst (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	$500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	$500.00
	Esri Community Analyst (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	$2,000.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	$200.00
	Esri Community Analyst (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	$3,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	$175.00
	Esri Community Analyst (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	$7,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	$150.00
	Esri Community Analyst (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	$12,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	$125.00
	Esri Community Analyst (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	$22,000.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	$110.00
17	**Esri Redistricting Online**	
	Esri Redistricting Online—12 Months	$4,500.00
	Esri Redistricting Online—24 Months	$8,325.00
	Esri Redistricting Online—36 Months	$11,475.00
18	**Portal for ArcGIS**	
	Portal for ArcGIS—Includes up to 50 Named User Licenses	$38,688.00
	Portal for ArcGIS—Includes up to 100 Named User Licenses	$67,704.00
	Portal for ArcGIS—Includes up to 250 Named User Licenses	$145,080.00
	Portal for ArcGIS—Includes up to 500 Named User Licenses	$241,800.00
	Portal for ArcGIS—Includes up to 1,000 Named User Licenses	$425,568.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 50 Named User Licenses	$10,000.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 100 Named User Licenses	$17,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 250 Named User Licenses	$37,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 500 Named User Licenses	$62,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 1,000 Named User Licenses	$110,000.00
18	**Portal for ArcGIS Additional User 5-Pack**	
	Portal for ArcGIS Additional User 5-Pack for up to 50 Named User Licenses	$3,869.00
	Portal for ArcGIS Additional User 5-Pack for up to 100 Named User Licenses	$3,500.00
	Portal for ArcGIS Additional User 5-Pack for up to 250 Named User Licenses	$2,902.00
	Portal for ArcGIS Additional User 5-Pack for up to 500 Named User Licenses	$2,418.00
	Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named User Licenses	$2,128.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 50 Named User	$1,000.00

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

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

	Province—Full Use (per single use ArcGIS for Desktop user/per year)	$2,000.00
	Province—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$5,000.00
	Province—Full Use (per ArcGIS for Server Enterprise/per year)	$25,000.00
	Province—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$10,000.00
	Province—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,000.00
	Province—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$2,500.00
	Province—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$12,500.00
	Province—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$5,000.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Europe**	
	Europe—Full Use (per single use ArcGIS for Desktop user/per year)	$12,600.00
	Europe—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$31,500.00
	Europe—Full Use (per ArcGIS for Server Enterprise/per year)	$157,500.00
	Europe—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$63,000.00
	Europe—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$6,300.00
	Europe—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$15,750.00
	Europe—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$78,750.00
	Europe—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$31,500.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Small Country in Europe**	
	Small Country—Full Use (per single use ArcGIS for Desktop user/per year)	$2,700.00
	Small Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$6,750.00
	Small Country—Full Use (per ArcGIS for Server Enterprise/per year)	$33,750.00
	Small Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$13,500.00
	Small Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,350.00
	Small Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$3,375.00
	Small Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$16,875.00
	Small Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$6,750.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Large Country in Europe**	
	Large Country—Full Use (per single use ArcGIS for Desktop user/per year)	$4,500.00
	Large Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$11,250.00
	Large Country—Full Use (per ArcGIS for Server Enterprise/per year)	$56,250.00
	Large Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$22,500.00
	Large Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$2,250.00
	Large Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$5,625.00
	Large Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$28,125.00
	Large Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$11,250.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Latin America**	
	Latin America All—Full Use (per single use ArcGIS for Desktop user/per year)	$9,300.00
	Latin America All—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$23,250.00
	Latin America All—Full Use (per ArcGIS for Server Enterprise/per year)	$116,250.00
	Latin America All—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$46,500.00
	Latin America All—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$4,650.00
	Latin America All—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$11,625.00
	Latin America All—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$58,125.00
	Latin America All—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$23,250.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Small Country in Latin America**	
	Small Country—Full Use (per single use ArcGIS for Desktop user/per year)	$2,200.00
	Small Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$5,500.00
	Small Country—Full Use (per ArcGIS for Server Enterprise/per year)	$27,500.00

	Small Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$11,000.00
	Small Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,100.00
	Small Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$2,750.00
	Small Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$13,750.00
	Small Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$5,500.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Medium Country in Latin America**	
	Medium Country—Full Use (per single use ArcGIS for Desktop user/per year)	$2,900.00
	Medium Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$7,250.00
	Medium Country—Full Use (per ArcGIS for Server Enterprise/per year)	$36,250.00
	Medium Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$14,500.00
	Medium Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,450.00
	Medium Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$3,625.00
	Medium Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$18,125.00
	Medium Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$7,250.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Large Country in Latin America**	
	Large Country—Full Use (per single use ArcGIS for Desktop user/per year)	$4,300.00
	Large Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$10,750.00
	Large Country—Full Use (per ArcGIS for Server Enterprise/per year)	$53,750.00
	Large Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$21,500.00
	Large Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$2,150.00
	Large Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$5,375.00
	Large Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$26,875.00
	Large Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$10,750.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—Australia and New Zealand**	
	Australia and New Zealand—Full Use (per single use ArcGIS for Desktop user/per year)	$3,600.00
	Australia and New Zealand—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$9,000.00
	Australia and New Zealand—Full Use (per ArcGIS for Server Enterprise/per year)	$45,000.00
	Australia and New Zealand—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$18,000.00
	Australia and New Zealand—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,800.00
	Australia and New Zealand—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$4,500.00
	Australia and New Zealand—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$22,500.00
	Australia and New Zealand—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$9,000.00
20	**StreetMap Premium for ArcGIS NAVTEQ Data—New Zealand**	
	New Zealand—Full Use (per single use ArcGIS for Desktop user/per year)	$2,200.00
	New Zealand—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$5,500.00
	New Zealand—Full Use (per ArcGIS for Server Enterprise/per year)	$27,500.00
	New Zealand—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$11,000.00
	New Zealand—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,100.00
	New Zealand—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$2,750.00
	New Zealand—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$13,750.00
	New Zealand—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$5,500.00
20	**StreetMap Premium for ArcGIS TomTom Data—North America**	
20	**StreetMap Premium for ArcGIS TomTom Data—United States**	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	$6,000.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$15,000.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	$75,000.00

	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$30,000.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$3,000.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$7,500.00
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$37,500.00
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$15,000.00
20	**StreetMap Premium for ArcGIS TomTom Data—Small State in the United States**	
	Small State—Full Use (per single use ArcGIS for Desktop user/per year)	$900.00
	Small State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$2,250.00
	Small State—Full Use (per ArcGIS for Server Enterprise/per year)	$11,250.00
	Small State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$4,500.00
	Small State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$500.00
	Small State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$1,125.00
	Small State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$5,625.00
	Small State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$2,250.00
20	**StreetMap Premium for ArcGIS TomTom Data—Medium State in the United States**	
	Medium State—Full Use (per single use ArcGIS for Desktop user/per year)	$1,200.00
	Medium State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$3,000.00
	Medium State—Full Use (per ArcGIS for Server Enterprise/per year)	$15,000.00
	Medium State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$6,000.00
	Medium State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$600.00
	Medium State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$1,500.00
	Medium State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$7,500.00
	Medium State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$3,000.00
20	**StreetMap Premium for ArcGIS TomTom Data—Large State in the United States**	
	Large State—Full Use (per single use ArcGIS for Desktop user/per year)	$1,800.00
	Large State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$4,500.00
	Large State—Full Use (per ArcGIS for Server Enterprise/per year)	$22,500.00
	Large State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$9,000.00
	Large State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$900.00
	Large State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$2,250.00
	Large State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$11,250.00
	Large State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$4,500.00
20	**StreetMap Premium for ArcGIS TomTom Data—North America**	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)	$12,000.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$30,000.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	$150,000.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$60,000.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$6,000.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$15,000.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$75,000.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$30,000.00
20	**StreetMap Premium for ArcGIS TomTom Data—Canada**	
	Canada—Full Use (per single use ArcGIS for Desktop user/per year)	$3,000.00
	Canada—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$7,500.00
	Canada—Full Use (per ArcGIS for Server Enterprise/per year)	$37,500.00
	Canada—Full Use Types (per additional 2 cores ArcGIS for Server Enterprise/per year)	$15,000.00
	Canada—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,500.00
	Canada—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$3,750.00
	Canada—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$18,750.00

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

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

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ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)

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

SECTION 1—DEFINITIONS

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

1. "Concurrent Use License" means a license to install and use the Product on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
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4. "Esri Client Software" means ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.
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6. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Product on a single computer for use by that end user on the computer on which the Product is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
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8. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.
9. "Perpetual License" means a license to use a version of the Product, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

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

Desktop Products ▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Explorer Desktop (20; Addendum 2, Note 1) ▪ ArcGIS for AutoCAD (20) ▪ ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2) ▪ ArcReader (20; Addendum 2, Note 1) ▪ Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Maps for IBM Cognos, MicroStrategy, Microsoft Dynamics CRM, Office, SharePoint, Salesforce, or SAP BusinessObjects (2; Addendum 2, Note 1) ▪ ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1) ▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (Addendum 2, Note 1) **Server Products** ▪ ArcGIS for Server – Workgroup (28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – Enterprise (31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – with Virtual Cloud Infrastructure (10; Addendum 3—Common Terms) ▪ ArcGIS for Server Extension – ArcGIS for INSPIRE (Addendum 2, Note 1) ▪ Esri Business Analyst for Server – Workgroup (28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4) – Enterprise (31; 39; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Portal for ArcGIS (31; Addendum 2, Note 1) ▪ Esri Tracking Server (31)	**Developer Tools** ▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; Addendum 2, Note 1) ▪ ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; Addendum 2, Note 1) ▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26) ▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; Addendum 2, Note 1) ▪ Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Developer Network (EDN) Software and Data (24; 26; Addendum 2, Note 6) ▪ Esri File Geodatabase API (47) **Bundled Products** ▪ ArcGIS for Transportation Analytics (1; Addendum 2, Note 1; Addendum 2, Note 2; Addendum 2, Note 11)

Notes:

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

Additional Terms of Use for Products listed above:

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

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

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

3–9. Reserved.

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    c. All copyright and trademark attributions/notices are reproduced; and
    d. There is no charge or fee attributable to the use of the Software.

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

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

33–37. Reserved.

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

40–46. Reserved.

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

48–53. Reserved.

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

55–63. Reserved.

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

ADDENDUM 2
DATA TERMS OF USE
(E300-2)

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

SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA

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

SECTION 2—SPECIFIC TERMS OF USE FOR DATA

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

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

Notes:

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

Additional Terms of Use for Products listed above:

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

   ArcGIS Online Basemap Data:

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

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

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

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

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

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

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

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

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

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

b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.
c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.
d. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
g. D&B Data: May not be used for direct mailing or direct marketing purposes.

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

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

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

   a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at http://www.esri.com/legal/redistribution-rights, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
   b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

7. Reserved.
8. Reserved.

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

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

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

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

ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

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

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

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

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

ARTICLE 2—USE OF ONLINE SERVICES

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

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

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

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

2.3 Licensee's Responsibilities.

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

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

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

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

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

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

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

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

ARTICLE 3—TERM AND TERMINATION

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

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

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

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

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

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

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

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

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

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

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

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

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

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

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

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

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

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

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

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

Notes:

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

Additional Terms of Use for Products listed above:

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

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

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

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

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

i. Licensee is also permitted to:

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

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

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

e. For ArcGIS Online Public Plan accounts:

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

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

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

f. For ArcGIS Online Development and Testing Plan accounts:

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

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

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

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

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

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

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

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

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

2. Terms of Use for ArcGIS Online Services:

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

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

ATTACHMENT C
TIME AND MATERIALS RATE SCHEDULE

Effective 01-01-2014

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

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

GIS Technical Specialist/Engineer (S1)

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

GIS System/Software Developer (S2)

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

Senior GIS System/Software Architect (S3)

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

GIS Consultant/Project Manager (M1)

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

Senior GIS Consultant/Project Manager (M2)

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

Principal GIS Consultant/Program Manager (M3)

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

GIS Database Specialist/Analyst (DB)

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

2015-2018 T and M Rates

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

ESRI STANDARD MAINTENANCE PROGRAM

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

ARTICLE 1—STANDARD MAINTENANCE OVERVIEW

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

ARTICLE 2—DEFINITIONS

The terms used are defined as follows:

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

ARTICLE 3—PAYMENT, RENEWAL, AND EXPIRATION

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

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

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

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

ARTICLE 4—ESRI USER CONFERENCE REGISTRATION

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

ARTICLE 5—TECHNICAL SUPPORT

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

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

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

a. *By Telephone.* Each technical support request will be logged as a Technical Support Incident. After a Technical Support Incident is logged, the caller will be connected to a technical specialist who will be dedicated to work on the technical issue. If a technical specialist is unavailable, the call will be placed in a dispatch queue for the next available technical specialist.
b. *By Chat.* To initiate chat, click the Chat with an Analyst button at http://support.esri.com/en/webform-chat. Chat-based requests can only be made during Esri Support Services operating hours listed in Article 6 below. Each technical support request will be logged as a Technical Support Incident. After a Technical Support Incident is logged, Authorized Caller will be connected to a technical specialist. If a technical specialist is unavailable, the Authorized Caller can opt to receive an e-mail notification when the next technical specialist is available.
c. *By Web Form.* Authorized Caller may request technical support by completing an online web form available at http://support.esri.com/en/webform. Requests made through this channel are received twenty-four (24) hours a day, seven (7) days a week but are logged and assigned to a technical specialist the next business day. Esri will respond on a first come, first served basis. All Technical Support Incidents reported by web form are given the same priority and level of attention as those reported by telephone.

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

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

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

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

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

Severity	Criteria	Response Time	Status Updates
Critical	▪ Causes a severe impact to business operations (e.g., critical business processes are disabled) ▪ No workaround available	Six (6) business hours	Esri will provide status every business day until closure of the Technical Support Incident.
High	▪ Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data) ▪ No stable workaround available	Eight (8) business hours	Esri will provide status every business day until closure of the Technical Support Incident.
Medium	▪ Causes a minor impact to business operations	Two (2) business days	Esri will provide status every three (3) business days until closure of the Technical Support Incident.
Routine	▪ Causes little or no impact to business operations	Two (2) business days	Esri will provide status every five (5) business days until closure of the Technical Support Incident.

5.8 Resolution Time. After the Technical Support Incident is logged, Esri will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround. While it is Esri's goal to provide an acceptable resolution to technical issues, Esri cannot guarantee that all technical issues can be fixed or resolved.

ARTICLE 6—CONTACTING ESRI

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

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

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