



**MASTER PURCHASE AGREEMENT  
(E500 11/05/2014)**

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

<b>State of Arizona Contract Number</b> <b>ADSP015-097108</b>	<b>Esri Contract Number</b> <b>2015MPA4087</b>
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This Master Purchase Agreement ("MPA" or "Agreement" or "Contract") is effective as of June 26, 2015 ("Effective Date") and is between the governmental body ("Customer") identified below and Environmental Systems Research Institute, Inc. ("Esri" or "Contractor"). The Agreement enables Customer to acquire Esri geographic information system (GIS) Software, Data, Online Services, Documentation ("Products"), maintenance, , professional services, Implementation Services Packages, Enterprise Advantage Program, and training, over a defined period of time. (Some software licenses are perpetual; others are subscription with term limits.)

**Mandatory Customers** - The contract shall be for the mandatory use of State of Arizona, departments, commissions and boards subject to the authority of the Arizona Procurement Code and the State Procurement Office (Non-exempt State Agencies). Non-exempt State Agencies that have a requirement for the products and/or services within the scope of the contract must source their requirement under the contract. Non-exempt State Agencies that have a requirement for the products and/or services within the scope of the contract but seek to source their requirement outside of the contract, must obtain prior written authorization.

**Permissive Customers** - The contract shall be for the permissive use of State of Arizona, departments, commissions and boards that are not subject to the authority of the Arizona Procurement Code or the State Procurement Office (Exempt State Agencies) as well as members of the State Purchasing Cooperative (Cooperative Members) who are county or city political subdivisions of the State. All other Cooperative Members such as universities, nonprofit educational or public health institutions, private entities, other sister state governments and the U.S Federal Government are not permitted to participate under this Agreement. Exempt State Agencies and Cooperative Members that have a requirement for the products and/or services within the scope of the contract may source their requirement under the contract at their sole discretion. In order to participate, a political subdivision must have entered into a cooperative purchasing agreement with the State Procurement Office as required by the A.R.S. 41-2632. An up-to-date list of Cooperative Members, and a copy of the current Cooperative Agreement, may be found at: <https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>.

This Agreement is composed of the following documents:

1. Master Purchase Agreement signature pages,
2. State of Arizona Statutory Terms and Conditions,
3. Esri - State and Local MPA Terms and Conditions, E500M
4. License Agreement 2015MLA4087 composed of the following:
  - a. General License Terms and Conditions, E204M
  - b. Esri Exhibit 1, Scope of Use, E300M
6. MPA Price List, E418
7. Attachment 1 - Esri Standard Maintenance Program, Dated July 14, 2014
8. Attachment 2 - Esri Product Life Cycle Support Policy, March 28, 2015
9. Attachment 3 - Esri Training Terms and Conditions, E207CWM
10. Attachment 4 - Custom Software, Technical Data, and Assistance License Addendum, E600, including Attachment A—Sample Task Order and Attachment B—Time and Materials Rate Schedule effective January 1, 2015.
11. Attachment 5 - Esri Enterprise Advantage Program ("EEAP" or "EAP") 2015EAP4087
12. Attachment 6 - Esri Implementation Services Addendum for Services Packages G363D

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.

Agreed to and accepted:

STATE OF ARIZONA  
(State)

By:

  
Authorized Signature

Printed Name:

Terri Sombol

Title:

Procurement Manager

Date:

6/1/15

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC.  
(Esri)

By:

  
Authorized Signature

Printed Name:

Chris Johnson

Manager, Commercial & Government Contracts

Title:

Date:

5/19/15



**ARIZONA DEPARTMENT OF ADMINISTRATION**  
**STATE PROCUREMENT OFFICE**

**STATUTORY TERMS AND CONDITIONS**

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1. **Applicable Law** – In accordance with ARS § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
2. **Non-Availability of Funds** – In accordance with ARS § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
3. **Audit** – In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. Audits conducted under this provision shall be in accordance with the auditing agencies established guidelines and shall exclude Contractor’s gross administrative and profit expenses.
4. **Conflict of Interest** – In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
5. **Non-Discrimination** – In accordance with ARS § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
6. **E-Verify** – In accordance with ARS § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.
7. **Scrutinized Businesses** – In accordance with ARS § 35-391 and ARS § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
8. **Arbitration** – In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

rev 1/2010



ESRI STATE AND LOCAL MPA TERMS AND  
CONDITIONS  
(E500M 11/05/2014)

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

**ARTICLE 1—DEFINITIONS**

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

- a. **"Attachment"** means any item specifically referenced herein and required to be included as a part of this Contract.
- b. **"Contractor"** means Esri.
- c. **"Customer"** means the State of Arizona and the Mandatory or Permissive Customers as defined in the MPA signature page section.
- d. **"Exhibit"** means any item labeled as an Exhibit in the Contract, or placed in the Exhibits section of the Contract.
- e. **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- f. **"Master Purchase Agreement"** ("MPA" or "Agreement" or "Contract") means the following documents:
  - 1. Master Purchase Agreement signature pages,
  - 2. State of Arizona Statutory Terms and Conditions,
  - 3. Esri - State and Local MPA Terms and Conditions, E500M
  - 4. License Agreement 2015MLA4087 composed of the following:
    - a. General License Terms and Conditions, E204M
    - b. Esri Exhibit 1, Scope of Use, E300M
  - 5. MPA Price List, E418
  - 6. Attachment 1 - Esri Standard Maintenance Program, Dated July 14, 2014
  - 7. Attachment 2 - Esri Product Life Cycle Support Policy, March 28, 2015
  - 8. Attachment 3 - Esri Training Terms and Conditions, E207M
  - 9. Attachment 4 - Custom Software, Technical Data, and Assistance License Addendum, E600, including Attachment A—Sample Task Order and Attachment B—Time and Materials Rate Schedule effective January 1, 2015.
  - 10. Attachment 5 - Esri Enterprise Advantage Program ("EEAP" or "EAP") 2015EAP4087
  - 11. Attachment 6 - Esri Implementation Services Addendum for Services Packages G363D
- g. **"Licensee"** means the Customer that places an order pursuant to this agreement.
- h. **"License Agreement"** means Esri contract number 2015MLA4087 composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300).
- i. **"Products"** means Software, Data, Online Services, and Documentation.
- j. **"Services"** means consulting support that is being performed by Esri on a time and materials (T&M) hourly basis in exchange for compensation from the Licensees.
- k. **"State Fiscal Year"** means the period beginning July 1 and ending June 30.
- l. **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract, with the exception of Esri's Third Party Licensors.
- m. **"Third Party Licensors"** means vendors who license their intellectual property to Esri which is integrated into Esri Software, Data, and or Online Services.

**ARTICLE 2—TERM OF AGREEMENT**

**2.1 MPA Term.** The right to purchase under this Agreement shall remain in effect for two (2) years from the Effective Date unless terminated earlier as set forth in Article 6—Termination; Cancellation. The term may be extended upon mutual written agreement, for a maximum total of five (5) years. 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.

**2.2 Survival of License Agreement.** Upon full payment of the applicable license fee and expiration of this Agreement, the License Agreement will survive, and Licensee may continue to use the Software in accordance with the terms and conditions set forth in the License Agreement. Licensee may then directly and separately contract for Software maintenance.

### **ARTICLE 3—PRODUCT**

**3.1 Discontinued Items.** Esri may, at its sole discretion, discontinue offering any Products at any time upon reasonable written notice per the most current applicable Esri Product Life Cycle Support Policy found at <http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf>. A copy of the Esri Product Life Cycle Support Policy is attached hereto as Attachment 2.

**3.2 Reserved.**

### **ARTICLE 4—COMMERCIAL OFF THE SHELF SOFTWARE**

#### **4.1 Grant of License - Use Restriction to United States**

The Agreement enables Licensee to acquire Esri commercial-off-the-shelf geographic information system (GIS) Software, Data, Online Services, Documentation and maintenance. The license grant and permitted uses specified in Article 3 and Article 4 of the License Agreement are restricted to use within the United States of America, its possessions, and territories. For Internet mapping Software, the server must be located within the United States of America, its possessions, and territories.

### **ARTICLE 5—RESERVED**

### **ARTICLE 6—TERMINATION**

**6.1 Termination for Convenience.** This Agreement may be terminated by either party upon forty-five (45) days' written notice.

**6.2 Termination for Material Breach.** Without prejudice to any other right or remedy available, this Agreement may be terminated for material breach. Licensee will be given a period of forty-five (45) days from date of written notice to cure any material breach, except that termination is immediate for a material breach that is impossible to cure. 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.

**6.3 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.

**6.4 License Survival.** Upon expiration of this Agreement or voluntary termination of 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.

**6.5 Gratuities.** The State may, by written notice, terminate this Agreement if the State determines that employment or a Gratuity was offered or made by Esri or a representative of Esri to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Agreement, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by Esri.

**6.6 Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement

unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

## ARTICLE 7—ORDERS

**7.1 No Minimum Purchase.** Licensee does not guarantee to purchase any certain quantity under this Agreement.

**7.2 Licensee Purchase Orders.** Licensee shall issue purchase orders to Esri for Products, services, or hardware based on the pricing specified in this Agreement. Orders sent directly to Esri should be sent to: Environmental Systems Research Institute, Inc. (Esri), W3-400 – 380 New York Street, Redlands, CA 92373-3800 or via email to: [service@esri.com](mailto:service@esri.com). 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.

**7.3 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, print the following statement: "Subject to Master Purchase Agreement No. (2015MPA4087)."

**7.4 Registration/Keycode Request.** To activate Software subject to a License Manager, Licensee may be required to register or obtain a keycode through Esri's Web site at [myESRI.com](http://myESRI.com) or through Esri's Customer Service Department.

**7.5 Cancellation of an Order.** Purchase orders, other than for the initial purchase, may be canceled by Licensee in whole or in part, within a twenty (20) days' written notice to Esri. There will be no cancellation charge for canceled Software, Data, or Documentation unless such Software, Data, or Documentation has been delivered. If the Software, Data, or Documentation has been shipped, the cancellation will require Licensee payment of return shipping costs. For products returned under warranty, see the clauses related to warranty found in the License Agreement. There are no refunds for cancellation of a subscription or maintenance if the term for the subscription or maintenance has started.

## ARTICLE 8—RESERVED

## ARTICLE 9—PRICING

**9.1 General Pricing.** Esri will provide Products, Product-related services, professional services, Implementation Services packages, maintenance, and training specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated Esri Price List excludes shipping, installation, and applicable taxes. Esri may update the MPA Price List no more than once each calendar quarter upon e-mail notice to State of Arizona. Esri also reserves the right to automatically update pricing on any product that falls below Esri's then current GSA price for that item.

**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 signed task order. The Custom Software, Technical Data, and Assistance License Addendum (E600M) and the Time and Material Rate Schedule together comprise 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. 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, ext. 3992.

**9.3 Esri Enterprise Advantage Program.** Esri Enterprise Advantage Program ("EEAP" or "EAP") will be provided in accordance with Esri Enterprise Advantage Program 2015EAP4087 incorporated herein.

**9.4 Implementation Services.** Implementation Services will be provided in accordance with the Esri Implementation addendum (G363D) incorporated herein.

**9.5 Training Services.** Training will be provided in accordance with the Esri Training Terms and Conditions (E207) incorporated herein. Training prices are subject to annual escalation, not to exceed seven and one-half percent (7.5%) in January of each year.

**9.6 Freight.** Freight terms are FOB Destination to any delivery location in the State of Arizona, delivered to the specified receiving point as required by the customer agency at the time of order, with freight charges prepaid and added to the invoice. Standard shipping is by two (2)-day air via UPS or equivalent carrier. The State will notify the contractor promptly of any damaged goods.

**9.7 Applicable Taxes.** Licensee is subject to all applicable state and local transaction privilege taxes. Licensee agrees to pay taxes to Esri when provided written notice they are due, and Esri agrees it has the responsibility to remit these taxes to the appropriate agency. Esri shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Licensee agrees that all tax status information is presented accurately upon which the Contractor shall rely, and holds the State of Arizona harmless from any responsibility for remittance of taxes to the appropriate agency, damages and interest, if applicable, and contributions required under Federal, and/or state and local laws and regulations. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

#### **ARTICLE 10—MAINTENANCE**

Esri will provide maintenance, comprising updates and technical support as specified in the most current applicable Esri Standard Maintenance Program found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/standard-maintenance.pdf>. A copy of the Esri Standard Maintenance Program is attached hereto as Attachment 1.

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 provided in this contract. 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 maintenance lapses, Licensee must pay back maintenance fees to reinstate maintenance.

#### **ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE**

**11.1 Terms of Compensation.** Software, Data, and Documentation 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 access codes.. Training services shall be invoiced on the first day of class. All Professional Services engagements shall be invoiced in accordance with the respective provisions in the E600M and G363D documents as incorporated into this agreement. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.

**11.2 Acceptance.** Unless rejected in writing, acceptance of any delivery of Software, Data, and Documentation 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. Acceptance of Professional Services shall be in accordance with the process detailed in Article 6 of the E600M document.

#### **ARTICLE 12—RESERVED**

#### **ARTICLE 13 – AGREEMENT ADMINISTRATION.**

##### **13.1 Reporting and Fees**

- a. Reporting** – The Contractor shall be required to furnish quarterly contract usage reports to the State Procurement Office (SPO) in a format as required by SPO, at no additional cost to the State.
- b. Administrative Fee** – The Contractor shall assess administrative fees in the amount of one percent (1%) of all sales, not including taxes, to members of the State Purchasing Cooperative. Contractor shall not assess the administrative fee in the

form of a line item in their invoices. Rather, the Contractor shall include the amount of the administrative fee in their unit prices for all products and services available under this Agreement. All administrative fees shall be remitted to the State Procurement Office at 100 N. 15<sup>th</sup> Avenue, Suite 104, Phoenix, AZ 85007, no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. Calendar quarters shall include the months of January through March, April through June, July through September, and October through December.

- c. **Advertising, Publishing and Promotion of Contract** - Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the State Procurement Officer.

### 13.2 Changes to Agreement

- a. **Amendments** – This Agreement is issued under the authority of the State Procurement Officer who signed this Agreement. Except as provided in the License Agreement, the Agreement may be modified only through an amendment within the Scope of the Agreement. Except as provided in the License Agreement, substantive changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing, or changes made unilaterally by either party, are violations of the Agreement and of applicable law. Such changes, including unauthorized written Amendments shall be void and without effect, and Esri shall not be entitled to any claim under this Agreement based on those changes. Minor changes made by the State Procurement Officer, such as posting updated reseller lists or other attachments, are allowed to be made unilaterally for contract administration purposes and do not fall under this section.
- b. **Assignment and Delegation** - Except for a sale of all or substantially all of the assets of Esri (in which case Esri shall provide the State of Arizona with reasonable notice), Esri shall not assign any right nor delegate any duty under this Agreement without the prior written approval of the State Procurement Officer. The State shall not unreasonably withhold approval.
- c. **Price Increases** - In accordance with R2-7-363(C)(1) and (2), price adjustment increases may be allowed by the State only after the Agreement has been in place for at least one (1) year. Esri shall submit all requests for price adjustment increases in writing, electronic or hard copy formats.

### 13.3 State's Contractual Remedies

- a. **Right to Assurance** - If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the State Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- b. **Non-Exclusive Remedies** – The rights and the remedies of the State under this Agreement are not exclusive except as provided in the disclaimers and limitations of liability found in the License Agreement and in the Esri Training Terms and Conditions, where they are not in conflict with Article 9 of the Arizona State Procurement Code
- c. **Right of Offset** - As limited by the limitation of liability, the State shall be entitled to offset against any sums due the Contractor, any reasonable expenses or costs incurred by the State, or damages awarded to the State concerning the Contractor's non-conforming and uncured performance or material breach of performance under the Contract.
- d. **Third Party Antitrust Violations** – The Contractor assigns to the State any claim for overcharges resulting from antitrust violations, to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

## ARTICLE 14 – RISK AND LIABILITY

**14.1 Indemnification** – The parties to this Agreement agree that the State of Arizona, its departments, agencies, boards, commissions and universities shall be indemnified and held harmless by the contractor for the vicarious liability of the State arising out of any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Esri while on State of Arizona premises. Each party to this contract is responsible for its own negligence.

**14.2 Insurance Requirements:** Esri and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Esri, his agents, representatives, employees or subcontractors. The *insurance requirements* herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect Esri from liabilities that might arise out of the performance of the

work under this Agreement by Esri, its agents, representatives, employees or subcontractors, and Esri is free to purchase additional insurance.

Policies to which this section 14.2 refers have a blanket endorsement honoring Esri's obligation to add the State as an additional insured and to include a waiver of subrogation in favor of the State. In these cases the certificate of insurance will be annotated to confirm that the State of Arizona is covered under the blanket endorsement.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Esri shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Esri.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of ESRI.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Esri.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Technology Errors and Omissions Insurance:

Each Claim - \$1,000,000; Annual Aggregate - \$1,000,000.

Coverage to include:

- Systems analysis;
- Software design;
- Systems programming;
- Data processing;
- Systems integration;
- Outsourcing including outsourcing development and design;
- Systems design, consulting, development and modification;
- Training services relating to computer software or hardware;
- Management, repair and maintenance of computer products, networks and systems;
- Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
- Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.

- a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Esri warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by Esri, even if those limits of liability are in excess of those required by this Agreement.
2. Esri's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by Esri shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. **NOTICE OF CANCELLATION:** The State of Arizona will receive prompt notice of cancellation or nonrenewal for the above mentioned policy(ies), provided that no such notice is required if Esri buys a replacement policy that ensures continuous coverage. Such notice shall be sent directly to the State of Arizona contact as provided in this document and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect Esri from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Esri shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the State of Arizona contract representative identified in this Agreement. The State of Arizona Agreement Number shall be noted on the certificate of insurance.

The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Esri's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. All such certificates must reference the State of Arizona Agreement number. The term "Subcontractor" shall not include Esri's Third Party Licensors.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Agreement shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

#### ARTICLE 15—GENERAL PROVISIONS

**15.1 Order of Precedence.** In the event of a conflict between or among the terms of the Agreement, the order of precedence shall be the first-listed document having the highest precedence and the last-listed document having the lowest precedence, each found listed above in the definition of Master Purchase Agreement.

#### 15.2 Contract Interpretation

- A. **Implied Contract Terms** - Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.
- B. **Severability** - The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.
- C. **No Parole Evidence** - This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- D. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**15.3 Liens** - Esri warrants that the materials supplied under this Agreement are free of third party liens and shall remain free of liens.

**15.4 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:

Director, Contracts and Legal Services  
Esri  
380 New York Street  
Redlands, CA 92373-8100  
Phone: 909-793-2853  
Fax: 909-307-3020

#### ARTICLE 16—CONFIDENTIALITY

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This Article survives the expiration or termination of this Agreement.

#### **ARTICLE 17—FORCE MAJEURE**

If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or 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.



LICENSE AGREEMENT  
NO. 2015MLA4087

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

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GENERAL LICENSE TERMS AND CONDITIONS  
(E204M 06/13/2014)

ARTICLE 1—DEFINITIONS

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

- a. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- b. "Beta" means any alpha, beta, or prerelease Product.
- c. "Commercial ASP" means a person or entity that generates revenue by providing a website or Internet web application that enables third parties to access and use an application that uses approved Esri Software, for example, by charging a subscription, service, or transaction fee or by generating more than incidental advertising revenue. Commercial ASP excludes 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.
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- h. "Development Server License" means a license that authorizes Licensee to install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
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- a. *Software.* Terms of use for specific Software products are set forth in Addendum 1, which is incorporated by reference.
- b. *Data.* Data terms of use are set forth in Addendum 2, which is incorporated by reference.
- c. *Online Services.* Terms of use for Online Services are set forth in Addendum 3, which is incorporated by reference.

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## ARTICLE 4—SCOPE OF USE

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#### **ARTICLE 9—GENERAL PROVISIONS**

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**EXHIBIT 1  
SCOPE OF USE  
(E300 02/25/2015)**

**ADDENDUM 1  
SOFTWARE TERMS OF USE  
(E300-1)**

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  7. "Staging Server License" means a license that authorizes Licensee to install and use the Software for the following purposes: building and testing Value-Added Applications and map caches; conducting user acceptance testing, performance testing, and load testing of other third-party software; staging new commercial data updates; and training activities as described in the Documentation. Value-Added Applications and map caches can be used with Development and Deployment Servers.
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  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):

<p><b>Desktop Products</b></p> <ul style="list-style-type: none"> <li>▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>)</li> <li>▪ ArcGIS Explorer Desktop (20; <u>Addendum 2, Note 1</u>)</li> <li>▪ ArcGIS for AutoCAD (20)</li> <li>▪ ArcPad (12; 13; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 2</u>)</li> <li>▪ ArcReader (20; <u>Addendum 2, Note 1</u>)</li> <li>▪ Esri Business Analyst (<u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)</li> <li>▪ ArcGIS for Windows Mobile (15; 54; <u>Addendum 2, Note 1</u>)</li> <li>▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (<u>Addendum 2, Note 1</u>)</li> </ul> <p><b>Server Products</b></p> <ul style="list-style-type: none"> <li>▪ ArcGIS for Server <ul style="list-style-type: none"> <li>– Workgroup (28; 29; 30; 32; 38; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>)</li> <li>– Enterprise (31; 38; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>)</li> <li>– with Virtual Cloud Infrastructure (10; <u>Addendum 3—Common Terms</u>)</li> </ul> </li> <li>▪ ArcGIS for Server Extension <ul style="list-style-type: none"> <li>– ArcGIS for INSPIRE (<u>Addendum 2, Note 1</u>)</li> </ul> </li> <li>▪ Esri Business Analyst for Server <ul style="list-style-type: none"> <li>– Workgroup (28; 29; 30; 31; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)</li> <li>– Enterprise (31; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)</li> </ul> </li> <li>▪ Portal for ArcGIS (31; <u>Addendum 2, Note 1</u>) <ul style="list-style-type: none"> <li>▪ Esri Tracking Server (31))</li> </ul> </li> </ul>	<p><b>Developer Tools</b></p> <ul style="list-style-type: none"> <li>▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; <u>Addendum 2, Note 1</u>)</li> <li>▪ 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; <u>Addendum 2, Note 1</u>)</li> <li>▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26)</li> <li>▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>)</li> <li>▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; <u>Addendum 2, Note 1</u>)</li> <li>▪ Esri Business Analyst Server Developer (<u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)</li> <li>▪ Esri Developer Network (EDN) Software and Data (24; 26; <u>Addendum 2, Note 6</u>)</li> <li>▪ Esri File Geodatabase API (47)</li> </ul> <p><b>Bundled Products</b></p> <ul style="list-style-type: none"> <li>▪ ArcGIS for Transportation Analytics (1; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 2</u>; <u>Addendum 2, Note 11</u>))</li> </ul>
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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:

11. 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.

2–9. Reserved.

10. Licensee will provide information or other materials related to its content (including copies of any client-side applications) as reasonably requested to verify Licensee's compliance with this License Agreement. Esri may monitor the external interfaces (e.g., ports) of Licensee's content to verify Licensee's compliance with this License Agreement. Licensee will not block or interfere with such monitoring, but Licensee may use encryption technology or firewalls to help keep its content confidential. Licensee will reasonably cooperate with Esri to identify the source of any problem with the ArcGIS for Server with Virtual Cloud Infrastructure services that may reasonably be attributed to Licensee's content or any end-user materials that Licensee controls.
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12. Software is licensed for navigational use only when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. Reserved.
15. Licensed as a Deployment License, subject to Article 3, Section 3.1 of the General License Terms and Conditions.
16. Licensee may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use the Value-Added Applications anywhere not prohibited under export regulation subject to Article 3, Section 3.1 of the General License Terms and Conditions.
17. Reserved.
18. The Deployment License is per Value-Added Application per computer.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensee may reproduce and distribute the Software provided all the following occur:
  - a. The Software is reproduced and distributed in its entirety;
  - b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as this License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
  - c. All copyright and trademark attributions/notices are reproduced; and
  - d. There is no charge or fee attributable to the use of the Software.
21. Reserved.
22.
  - a. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
  - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on one (1) computer for use only by that end user.
23. Reserved.

EDN Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Value-Added Applications and map caches can be used with Staging and Deployment Servers. EDN server Software and Data may be installed on multiple computers for use by any Licensee EDN developer; all other EDN Software is licensed as a Single Use License.
25. Reserved.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.
27. Reserved.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.

- 33–37. Reserved.
38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).
- 40–46. Reserved.
47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.
- 48–53. Reserved.
54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.
- 55–63. Reserved.
64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
65. Reserved.
66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

**ADDENDUM 2  
DATA TERMS OF USE  
(E300-2)**

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes the License Agreement, which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Data terms of use are set forth in the notes referenced below. 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:

<ul style="list-style-type: none"> <li>▪ ArcGIS Online Data (1)</li> <li>▪ StreetMap Premium for ArcGIS (2)</li> <li>▪ StreetMap for Windows Mobile (2)</li> <li>▪ StreetMap for ArcPad (2)</li> <li>▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1)</li> <li>▪ HERE Traffic Data (11; Addendum 1, Note 1)</li> <li>▪ Data Appliance for ArcGIS (3)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Business Analyst Data (4, 10)</li> <li>▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10)</li> <li>▪ Data and Maps for ArcGIS (6)</li> <li>▪ Esri MapStudio Data (9)</li> </ul>
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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://www.esri.com/supplierterms-HERE>.

- 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](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 <http://www.esri.com/terms-of-use-bodc>.
  - 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://www.esri.com/supplierterms-HERE>. 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](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://www.esri.com/supplierterms-HERE>.
  - 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](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 <http://www.esri.com/terms-of-use-bodc>.
4. *Business Analyst Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop). 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. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition) 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://www.esri.com/supplierterms-HERE>.
  - 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](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, Retail MarketPlace, Tapestry Segmentation, Market Potential, Crime Index, Major Shopping Center, Traffic Count, and Banking 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://www.esri.com/supplierterms-HERE>.
  - 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](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://www.esri.com/supplierterms-HERE>.
  - 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 master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "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.

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**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.

**3.4 Service Suspension.** Esri 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 determines 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**

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#### **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 Credit consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri will notify Licensee's account administrator if Licensee's Service Credit consumption reaches or exceeds one hundred percent (100%). If Licensee's account exceeds one hundred percent (100%) of the available Service Credits, Licensee may continue to access its account; however, Licensee's access to services that consume Service Credits will be suspended. Licensee's access to the services that consume Service Credits will be restored immediately upon the completion of Licensee's purchase of additional Service Credits.

#### **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

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## 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):

<ul style="list-style-type: none"><li>▪ ArcGIS Online (1; 2; <a href="#">Addendum 2, Note 1; Addendum 2, Note 6</a>)</li><li>▪ Esri Business Analyst Online (3; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ Esri Business Analyst Online Mobile (3; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ Esri Community Analyst (3; <a href="#">Addendum 2, Note 1</a>)</li></ul>	<ul style="list-style-type: none"><li>▪ Esri Redistricting Online (<a href="#">Addendum 2, Note 1</a>)</li><li>▪ Esri MapStudio (4; <a href="#">Addendum 2, Note 1; Addendum 2, Note 9</a>)</li></ul>
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### 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. Licensee must include attribution acknowledging that its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.
    - viii. Licensee may not embed a Named User credential into a Value-Added Application. For ArcGIS Online for Organizations, Education, and Nongovernmental Organization/Nonprofit Organization (NGO/NPO) 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 NGO/NPO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NGO/NPO 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. 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 Esri 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](#).



## ESRI MPA PRICE LIST (E418)

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  - (f) Esri site training requires a completed registration application form from each student, which is processed on a first-come, first-served basis. We recommend that you submit this registration information at least one (1) month prior to the start date of your class. See the Learning Center registration information at Esri's website ([http://training.esri.com/gateway/index.cfm?fa=support.howtoregister\\_ilt](http://training.esri.com/gateway/index.cfm?fa=support.howtoregister_ilt)) for details.
  - (g) Training will be provided in accordance with the policies defined under Training at [www.esri.com](http://www.esri.com). Training prices are subject to annual escalation, not to exceed a seven and one-half percent (7.5%) increase in January of each year.
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5. New Software releases for most Software products are provided exclusively through maintenance programs. In these cases, Software upgrades are not sold separately.

**State of Arizona  
MPA Price List  
E418M—2Q2015**

Section	Description	Price
<b>1</b>	<b>ArcGIS for Desktop Software</b>	
<b>1</b>	<b>ArcGIS for Desktop Concurrent Use Licenses</b>	
	ArcGIS for Desktop Advanced Concurrent Use License	\$8,499.00
	ArcGIS for Desktop Standard Concurrent Use License	\$6,010.00
	ArcGIS for Desktop Basic Concurrent Use License	\$3,005.00
<b>1</b>	<b>ArcGIS for Desktop Concurrent Use Licenses Maintenance</b>	
	Primary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License	\$3,030.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License	\$1,212.00
	Primary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,515.00
	Secondary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,212.00
	Primary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$707.00
	Secondary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$505.00
<b>1</b>	<b>ArcGIS for Desktop Extensions Concurrent Use Licenses</b>	
	ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$2,147.00
	ArcGIS 3D Analyst for Desktop Concurrent Use License	\$2,147.00
	ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$2,147.00
	ArcGIS Publisher for Desktop Concurrent Use License	\$2,147.00
	ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$2,147.00
	ArcGIS Data Interoperability for Desktop Concurrent Use License	\$2,147.00
	ArcGIS Network Analyst for Desktop Concurrent Use License	\$2,147.00
	ArcGIS Schematics for Desktop Concurrent Use License	\$2,147.00
	ArcGIS Workflow Manager for Desktop Concurrent Use License	\$2,147.00
	ArcGIS Data Reviewer for Desktop Concurrent Use License	\$2,147.00
<b>1</b>	<b>ArcGIS for Desktop Extensions Concurrent Use Licenses Maintenance</b>	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$202.00

1	<b>ArcGIS for Desktop Single Use Licenses</b>	
	ArcGIS for Desktop Advanced Single Use License	\$8,499.00
	ArcGIS for Desktop Standard Single Use License	\$6,010.00
	ArcGIS for Desktop Basic Single Use Unkeyed License	\$1,288.00
	ArcGIS for Desktop Basic Single Use Keyed License	\$1,288.00
1	<b>ArcGIS for Desktop Single Use Licenses Maintenance</b>	
	Primary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$3,030.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$1,212.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,515.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,212.00
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	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$1,818.00
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	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$303.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$1,010.00
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1	<b>ArcGIS for Desktop Advanced Extensions Single Use Licenses</b>	
	ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$2,147.00
	ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$2,147.00
	ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$2,147.00
	ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$2,147.00
	ArcGIS Network Analyst for Desktop Advanced Single Use License	\$2,147.00
	ArcGIS Schematics for Desktop Advanced Single Use License	\$2,147.00
	ArcGIS Publisher for Desktop Advanced Single Use License	\$2,147.00
	ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$2,147.00
	ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$2,147.00
	ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$2,147.00
1	<b>ArcGIS for Desktop Extensions Single Use Licenses</b>	
	ArcGIS Spatial Analyst for Desktop Single Use License	\$2,147.00
	ArcGIS 3D Analyst for Desktop Single Use License	\$2,147.00
	ArcGIS Geostatistical Analyst for Desktop Single Use License	\$2,147.00
	ArcGIS Publisher for Desktop Single Use License	\$2,147.00
	ArcGIS Tracking Analyst for Desktop Single Use License	\$2,147.00
	ArcGIS Data Interoperability for Desktop Single Use License	\$2,147.00
	ArcGIS Network Analyst for Desktop Single Use License	\$2,147.00
	ArcGIS Schematics for Desktop Single Use License	\$2,147.00
	ArcGIS Workflow Manager for Desktop Single Use License	\$2,147.00
	ArcGIS Data Reviewer for Desktop Single Use License	\$2,147.00
1	<b>ArcGIS for Desktop Advanced Extensions Single Use Licenses Maintenance</b>	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$202.00

	Primary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$202.00
<b>1</b>	<b>ArcGIS Upgrades</b>	
	ArcGIS for Desktop Basic Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,717.00
<b>1</b>	<b>Upgrade from One ArcGIS Product to Another</b>	
	ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,722.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,722.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,212.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,212.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$3,005.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,495.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,495.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,490.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,490.00
<b>1</b>	<b>Esri Roads and Highways</b>	
	Esri Roads and Highways for Desktop Concurrent Use License	\$8,585.00
	Esri Roads and Highways for Desktop Single Use License	\$8,585.00
	Annual Maintenance for Esri Roads and Highways for Desktop Concurrent Use License	\$2,525.00
<b>2</b>	<b>Esri Mapping and Charting</b>	

	Esri Production Mapping Concurrent Use License	\$8,752.00
	Esri Production Mapping Single Use License	\$8,752.00
	Annual Maintenance for Esri Production Mapping Concurrent Use License	\$2,525.00
	Annual Maintenance for Esri Production Mapping Single Use License	\$2,525.00
	Esri Defense Mapping Concurrent Use License	\$8,752.00
	Esri Defense Mapping Single Use License	\$8,752.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	\$2,525.00
	Annual Maintenance for Esri Defense Mapping Single Use License	\$2,525.00
	ArcGIS for Aviation: Airports Concurrent Use License	\$4,376.00
	ArcGIS for Aviation: Airports Single Use License	\$4,376.00
	Annual Maintenance for ArcGIS for Aviation: Airports Concurrent Use License	\$1,263.00
	Annual Maintenance for ArcGIS for Aviation: Airports Single Use License	\$1,263.00
	ArcGIS for Aviation: Charting Concurrent Use License	\$8,752.00
	ArcGIS for Aviation: Charting Single Use License	\$8,752.00
	Annual Maintenance for ArcGIS for Aviation: Charting Concurrent Use License	\$2,525.00
	Annual Maintenance for ArcGIS for Aviation: Charting Single Use License	\$2,525.00
	ArcGIS for Maritime: Charting Concurrent Use License	\$8,752.00
	ArcGIS for Maritime: Charting Single Use License	\$8,752.00
	Annual Maintenance for ArcGIS for Maritime: Charting Concurrent Use License	\$2,525.00
	Annual Maintenance for ArcGIS for Maritime: Charting Single Use License	\$2,525.00
	ArcGIS for Maritime: Bathymetry Concurrent Use License	\$4,376.00
	ArcGIS for Maritime: Bathymetry Single Use License	\$4,376.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Concurrent Use License	\$1,263.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Single Use License	\$1,263.00
<b>2</b>	<b>Esri Mapping and Charting Solutions Bundles</b>	
	ArcGIS for Aviation: Airports Bundle Single Use License	\$9,014.00
	ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$9,014.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Single Use License	\$2,778.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$2,778.00
	ArcGIS for Aviation: Charting Bundle Single Use License	\$17,599.00
	ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$17,599.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Single Use License	\$6,565.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$6,565.00
	ArcGIS for Maritime: Charting Bundle Single Use License	\$16,054.00
	ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$16,054.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Single Use License	\$6,060.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$6,060.00
	ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$10,731.00
	ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$10,731.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$3,384.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$3,283.00
<b>3</b>	<b>Esri CityEngine</b>	
	Esri CityEngine Advanced Concurrent Use License	\$3,434.00
	Esri CityEngine Advanced Single Use License	\$3,434.00
	Esri CityEngine Basic Single Use License	\$430.00
	Primary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$808.00
	Secondary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$682.00
	Primary Maintenance for Esri CityEngine Advanced Single Use License	\$808.00
	Secondary Maintenance for Esri CityEngine Advanced Single Use License	\$682.00
	Primary Maintenance for Esri CityEngine Basic Single Use License	\$101.00

	Secondary Maintenance for Esri CityEngine Basic Single Use License	\$86.00
3	<b>Esri CityEngine Product Upgrades</b>	
	Esri CityEngine Advanced Concurrent Use or Single Use License Upgrade from Basic Single Use License	\$3,005.00
4	<b>Esri Developer Technology</b>	
4	<b>ArcGIS Engine Licenses</b>	
	ArcGIS Engine Single Use License	\$430.00
	ArcGIS Engine Concurrent Use License	\$1,074.00
	ArcGIS Engine Concurrent Use License Upgrade from ArcGIS Engine Single Use License	\$733.00
	Annual Maintenance for ArcGIS Engine Single Use License (without extensions)	\$101.00
	Annual Maintenance for ArcGIS Engine Single Use License (with one or more extensions)	\$404.00
	Primary Maintenance for ArcGIS Engine Concurrent Use License	\$253.00
	Secondary Maintenance for ArcGIS Engine Concurrent Use License	\$187.00
4	<b>ArcGIS Engine Extensions Single Use Licenses</b>	
	ArcGIS 3D Analyst for Engine Single Use License	\$859.00
	ArcGIS Spatial Analyst for Engine Single Use License	\$859.00
	ArcGIS Geodatabase Update for Engine Single Use License	\$859.00
	ArcGIS Network Analyst for Engine Single Use License	\$859.00
	ArcGIS Schematics for Engine Single Use License	\$859.00
	ArcGIS Tracking Analyst for Engine Single Use License	\$859.00
	ArcGIS Data Interoperability for Engine Single Use License	\$859.00
4	<b>ArcGIS Engine Extensions Concurrent Use Licenses</b>	
	ArcGIS 3D Analyst for Engine Concurrent Use License	\$859.00
	ArcGIS Spatial Analyst for Engine Concurrent Use License	\$859.00
	ArcGIS Geodatabase Update for Engine Concurrent Use License	\$859.00
	ArcGIS Network Analyst for Engine Concurrent Use License	\$859.00
	ArcGIS Schematics for Engine Concurrent Use License	\$859.00
	ArcGIS Tracking Analyst for Engine Concurrent Use License	\$859.00
	ArcGIS Data Interoperability for Engine Concurrent Use License	\$859.00
4	<b>ArcGIS Engine Extensions Maintenance</b>	
	Primary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$202.00
	Secondary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$152.00
	Primary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$202.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$152.00
	Primary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$202.00
	Secondary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$152.00
	Primary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$202.00
	Secondary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$152.00
	Primary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$202.00
	Secondary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$152.00
	Primary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$202.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$152.00
	Primary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$202.00
	Secondary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$152.00
4	<b>ArcGIS Runtime</b>	
	ArcGIS Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$4,885.00
	Annual Maintenance for ArcGIS Runtime Standard 25-Pack Single Use Deployment License	\$1,010.00
4	<b>ArcGIS Extensions for ArcGIS Runtime</b>	
	ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,769.00

	ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,769.00
	ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,769.00
	Annual Maintenance for ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,020.00
	Annual Maintenance for ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,020.00
	Annual Maintenance for ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,020.00
4	<b>Esri Developer Network (EDN)</b>	
4	<b>EDN Standard Annual Subscriptions</b>	
	EDN Standard Single Use Term License	\$1,466.00
	EDN Standard with ArcGIS for Desktop Basic Single Use Term License	\$1,954.00
	EDN Standard with ArcGIS for Desktop Standard Single Use Term License	\$2,931.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use Term License	\$3,908.00
4	<b>For Current EDN Subscribers</b>	
	EDN Standard Optional Add-on Software ArcGIS for Desktop Basic Single Use Term License	\$489.00
	EDN Standard Optional Add-on Software ArcGIS for Desktop Standard Single Use Term License	\$1,466.00
	EDN Standard Optional Add-on Software ArcGIS for Desktop Advanced Single Use Term License	\$2,443.00
4	<b>EDN Software Upgrades</b>	
	EDN Standard with ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic License	\$977.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,954.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard License	\$977.00
4	<b>EDN Other</b>	
	Technical Support (10 calls) for EDN	\$2,020.00
	Instructor-Led Training (5 days) for EDN	\$2445.00
5	<b>ArcGIS for Server Enterprise</b>	
5	<b>ArcGIS for Server Enterprise Advanced</b>	
	ArcGIS for Server Enterprise Advanced (up to four cores)	\$34,340.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores)	\$10,100.00
	ArcGIS for Server Enterprise Advanced (additional cores)	\$8,585.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores)	\$2,525.00
5	<b>ArcGIS for Server Enterprise Standard</b>	
	ArcGIS for Server Enterprise Standard (up to four cores)	\$17,170.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores)	\$5,050.00
	ArcGIS for Server Enterprise Standard (additional cores)	\$4,293.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores)	\$1,263.00
5	<b>ArcGIS for Server Enterprise Basic</b>	
	ArcGIS for Server Enterprise Basic (up to four cores)	\$8,585.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores)	\$3,030.00
	ArcGIS for Server Enterprise Basic (additional cores)	\$2,147.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores)	\$758.00
5	<b>ArcGIS for Server Workgroup Advanced</b>	
	ArcGIS for Server Workgroup Advanced (up to two cores)	\$8,585.00

	Annual Maintenance for ArcGIS for Server Workgroup Advanced (up to two cores)	\$2,525.00
	ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	\$4,293.00
	Annual Maintenance for ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	\$1,263.00
<b>5</b>	<b>ArcGIS for Server Workgroup Standard</b>	
	ArcGIS for Server Workgroup Standard (up to two cores)	\$4,293.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (up to two cores)	\$1,263.00
	ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	\$2,147.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	\$632.00
<b>5</b>	<b>ArcGIS for Server Workgroup Basic</b>	
	ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$4,293.00
	Annual Maintenance for ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$1,263.00
<b>5</b>	<b>ArcGIS for Server Extensions Enterprise Advanced</b>	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	\$8,585.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	\$2,147.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	\$8,585.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	\$2,147.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	\$8,585.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	\$2,147.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores)	\$8,585.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores)	\$2,147.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores)	\$8,585.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores)	\$2,147.00
	Esri Defense Mapping for Server Enterprise Advanced (up to four cores)	\$8,585.00
	Esri Defense Mapping for Server Enterprise Advanced (additional cores)	\$2,147.00
	Esri Production Mapping for Server Enterprise Advanced (up to four cores)	\$8,585.00
	Esri Production Mapping for Server Enterprise Advanced (additional cores)	\$2,147.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	\$632.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	\$632.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	\$632.00
	Annual Maintenance for Data Reviewer for Server Enterprise Advanced (up to four cores)	\$2,525.00
	Annual Maintenance for Data Reviewer for Server Enterprise Advanced (additional cores)	\$632.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores)	\$632.00
	Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (up to four cores)	\$2,525.00
	Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (additional cores)	\$632.00

	Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (up to four cores)	\$2,525.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (additional cores)	\$632.00
<b>5</b>	<b>ArcGIS for Server Extensions Enterprise Standard</b>	
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	\$8,585.00
	ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	\$2,147.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	\$8,585.00
	ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	\$2,147.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	\$8,585.00
	ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	\$2,147.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	\$8,585.00
	ArcGIS Image Extension for Server Enterprise Standard (additional cores)	\$2,147.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	\$8,585.00
	ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	\$2,147.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores)	\$8,585.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores)	\$2,147.00
	Esri Production Mapping for Server Enterprise Standard (up to four cores)	\$8,585.00
	Esri Production Mapping for Server Enterprise Standard (additional cores)	\$2,147.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	\$632.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	\$632.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	\$632.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores)	\$632.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	\$632.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores)	\$632.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (additional cores)	\$632.00
<b>5</b>	<b>ArcGIS for Server Extensions Workgroup Advanced</b>	
	ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	\$4,293.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	\$4,293.00
	ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	\$4,293.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	\$4,293.00

	ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License	\$4,293.00
	Esri Defense Mapping for Server Workgroup Advanced (maximum four cores) License	\$4,293.00
	Esri Production Mapping for Server Workgroup Advanced (maximum four cores) License	\$4,293.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License	\$1,263.00
	Annual Maintenance for Esri Defense Mapping for Server Workgroup Advanced (maximum four cores) License	\$1,263.00
	Annual Maintenance for Esri Production Mapping for Server Workgroup Advanced (maximum four cores) License	\$1,263.00
5	<b>ArcGIS for Server Workgroup Extensions Standard</b>	
	ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	\$4,293.00
	ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	\$4,293.00
	ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	\$4,293.00
	ArcGIS Image Extension for Server Workgroup Standard (maximum four cores) License	\$4,293.00
	ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	\$4,293.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License	\$4,293.00
	Esri Production Mapping for Server Workgroup Standard (maximum four cores) License	\$4,293.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	\$1,263.00
	Annual Maintenance for Image Extension for Server Workgroup Standard (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License	\$1,263.00
	Annual Maintenance for Esri Production Mapping for Server Workgroup Standard (maximum four cores) License	\$1,263.00
5	<b>ArcGIS for Server Upgrades</b>	
5	<b>ArcGIS for Server Upgrades—Enterprise to Enterprise</b>	
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$8,585.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$25,755.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$17,170.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores)	\$2,147.00

	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	\$6,439.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	\$4,293.00
<b>5</b>	<b>ArcGIS for Server Upgrades—Workgroup to Workgroup</b>	
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Standard (up to four cores)	\$4,293.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Advanced (up to four cores)	\$12,878.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (up to two cores)	\$4,293.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (additional cores)	\$2,147.00
<b>5</b>	<b>ArcGIS for Server Upgrades—Workgroup to Enterprise</b>	
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Basic (up to four cores)	\$4,293.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$12,878.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$30,048.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$8,585.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$25,755.00
	ArcGIS for Server Workgroup Advanced Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$17,170.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$12,878.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$30,048.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$8,585.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$25,755.00
<b>5</b>	<b>ArcGIS for Server Enterprise Staging Server</b>	
<b>5</b>	<b>ArcGIS for Server Enterprise Advanced Staging Server</b>	
	ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$19,537.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$5,050.00
	ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$4,885.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$1,263.00
<b>5</b>	<b>ArcGIS for Server Enterprise Standard Staging Server</b>	
	ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$9,769.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$2,525.00
	ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$2,443.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$632.00
<b>5</b>	<b>ArcGIS for Server Enterprise Basic Staging Server</b>	
	ArcGIS for Server Enterprise Basic (up to four cores) Staging Server	\$4,885.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores) Staging Server	\$1,515.00

	ArcGIS for Server Enterprise Basic (additional cores) Staging Server	\$1,222.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores) Staging Server	\$379.00
5	<b>ArcGIS for Server Enterprise Extensions Staging Server</b>	
5	<b>ArcGIS for Server Enterprise Advanced Extensions Staging Server</b>	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server	\$4,885.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server	\$1,222.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$4,885.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server	\$1,222.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server	\$4,885.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server	\$1,222.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server	\$4,885.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server	\$1,222.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$4,885.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) Staging Server	\$1,222.00
	Esri Production Mapping for Server Enterprise Advanced (up to four cores) Staging Server	\$4,885.00
	Esri Production Mapping for Server Enterprise Advanced (additional cores) Staging Server	\$1,222.00
	Esri Defense Mapping for Server Enterprise Advanced (up to four cores) Staging Server	\$4,885.00
	Esri Defense Mapping for Server Enterprise Advanced (additional cores) Staging Server	\$1,222.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server	\$317.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server	\$317.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server	\$317.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server	\$317.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) Staging Server	\$317.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (additional cores) Staging Server	\$317.00
	Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (additional cores) Staging Server	\$317.00

<b>5</b>	<b>ArcGIS for Server Enterprise Standard Extensions Staging Server</b>	
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server	\$4,885.00
	ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	\$1,222.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	\$4,885.00
	ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	\$1,222.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	\$4,885.00
	ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	\$1,222.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	\$4,885.00
	ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	\$1,222.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	\$4,885.00
	ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	\$1,222.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) Staging Server	\$4,885.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) Staging Server	\$1,222.00
	Esri Production Mapping for Server Enterprise Standard (up to four cores) Staging Server	\$4,885.00
	Esri Production Mapping for Server Enterprise Standard (additional cores) Staging Server	\$1,222.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	\$317.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	\$317.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	\$317.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	\$317.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	\$317.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) Staging Server	\$317.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (additional cores) Staging Server	\$317.00
<b>5</b>	<b>ArcGIS for Server Staging Server Upgrades</b>	
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$4,293.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$12,878.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$8,585.00

	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$1,074.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$3,220.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$2,147.00
<b>5</b>	<b>Esri Roads and Highways for Server</b>	
<b>5</b>	<b>Esri Roads and Highways for Server Enterprise</b>	
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	\$8,585.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores)	\$2,147.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	\$2,525.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores)	\$632.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores)	\$8,585.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores)	\$2,147.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores)	\$632.00
	Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	\$4,293.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	\$1,263.00
	Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	\$4,293.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	\$1,263.00
<b>5</b>	<b>Esri Roads and Highways—Staging Server</b>	
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	\$4,885.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	\$1,222.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	\$317.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	\$4,885.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	\$1,222.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	\$317.00
<b>5</b>	<b>Esri Roads and Highways—Term Licensing</b>	
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,031.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,576.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,151.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,031.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,576.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,151.00

	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$516.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,288.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,576.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,288.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,576.00
<b>5</b>	<b>Roadway Reporter for Esri Roads and Highways</b>	
	Roadway Reporter for Esri Roads and Highways for Server License (up to 50 Users)	\$17,170.00
	Roadway Reporter for Esri Roads and Highways for Server License (up to 250 Users)	\$34,340.00
	Roadway Reporter for Esri Roads and Highways for Server License (up to 500 Users)	\$51,510.00
	Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 50 Users)	\$5,050.00
	Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 250 Users)	\$10,100.00
	Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 500 Users)	\$15,150.00
<b>6</b>	<b>ArcGIS for Server Term Licenses</b>	
<b>6</b>	<b>ArcGIS for Server Enterprise Term Licenses</b>	
	ArcGIS for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$4,035.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$10,302.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$20,604.00
	ArcGIS for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,975.00
	ArcGIS for Server Enterprise Standard (up to four cores) 90-Day Term License	\$5,151.00
	ArcGIS for Server Enterprise Standard (up to four cores) 365-Day Term License	\$10,302.00
	ArcGIS for Server Enterprise Basic (up to four cores) 30-Day Term License	\$1,031.00
	ArcGIS for Server Enterprise Basic (up to four cores) 90-Day Term License	\$2,576.00
	ArcGIS for Server Enterprise Basic (up to four cores) 365-Day Term License	\$5,151.00
<b>6</b>	<b>ArcGIS for Server Workgroup Term Licenses</b>	
	ArcGIS for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$1,975.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$5,151.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$10,302.00
	ArcGIS for Server Workgroup Standard (up to four cores) 30-Day Term License	\$1,031.00
	ArcGIS for Server Workgroup Standard (up to four cores) 90-Day Term License	\$2,576.00
	ArcGIS for Server Workgroup Standard (up to four cores) 365-Day Term License	\$5,151.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 30-Day Term License	\$516.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 90-Day Term License	\$1,288.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 365-Day Term License	\$2,576.00
<b>6</b>	<b>ArcGIS for Server Enterprise Extensions Term Licenses</b>	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,031.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,576.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,151.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,031.00

ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,576.00
ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,151.00
ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,031.00
ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,576.00
ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,151.00
ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,031.00
ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,576.00
ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,151.00
ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,031.00
ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,576.00
ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,151.00
Esri Defense Mapping for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,031.00
Esri Defense Mapping for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,576.00
Esri Defense Mapping for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,151.00
Esri Production Mapping for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,031.00
Esri Production Mapping for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,576.00
Esri Production Mapping for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,151.00
ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,031.00
ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,576.00
ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,151.00
ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,031.00
ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,576.00
ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,151.00
ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,031.00
ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,576.00
ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,151.00
ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,031.00
ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,576.00

	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,151.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,031.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,576.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,151.00
	ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,031.00
	ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,576.00
	ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,151.00
	Esri Production Mapping for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,031.00
	Esri Production Mapping for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,576.00
	Esri Production Mapping for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,151.00
<b>6</b>	<b>ArcGIS for Server Workgroup Extensions Term Licenses</b>	
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,288.00
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,576.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,288.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,576.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,288.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,576.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,288.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,576.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$516.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,288.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,576.00
	Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$516.00
	Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,288.00

	Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,576.00
	Esri Production Mapping for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$516.00
	Esri Production Mapping for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,288.00
	Esri Production Mapping for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,576.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,288.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,576.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,288.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,576.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,288.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,576.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,288.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,576.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,288.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,576.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,288.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,576.00
	Esri Production Mapping for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	Esri Production Mapping for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,288.00
	Esri Production Mapping for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,576.00
6	<b>ArcGIS for Server Enterprise with Virtual Cloud Infrastructure</b>	
	<b>ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—365-Day Term Licenses</b>	
6	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$40,400.00

	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$30,300.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—365-Day Term License	\$25,250.00
<b>6</b>	<b>ArcGIS for Server Enterprise Extensions with Virtual Cloud Infrastructure—365-Day Term Licenses</b>	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,060.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,060.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,060.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,060.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,060.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,060.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,060.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,060.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,060.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,060.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,060.00
<b>6</b>	<b>ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—90-Day Term Licenses</b>	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$12,625.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$10,100.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—90-Day Term License	\$8,585.00
<b>6</b>	<b>ArcGIS for Server Enterprise Extensions with Cloud Infrastructure—90-Day Term Licenses</b>	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,030.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,030.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,030.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,030.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,030.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,030.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,030.00

	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,030.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,030.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,030.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,030.00
	<b>ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—30-Day Term Licenses</b>	
6	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$5,050.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$4,040.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—30-Day Term License	\$3,030.00
	<b>ArcGIS for Server Enterprise Extensions with Virtual Cloud Infrastructure—30-Day Term Licenses</b>	
6	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,010.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,010.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,010.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,010.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,010.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,010.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,010.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,010.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,010.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,010.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,010.00
8	<b>Location Analytics</b>	
8	<b>Esri Business Analyst for Desktop—Single Use Licenses</b>	
	Esri Business Analyst Basic for Desktop National Single Use License	\$15,878.00
	Esri Business Analyst Basic for Desktop Regional Single Use License	\$11,586.00
	Esri Business Analyst Basic for Desktop State Single Use License	\$7,293.00
8	<b>Esri Business Analyst for Desktop—Concurrent Use Licenses</b>	
	Esri Business Analyst Basic for Desktop National Concurrent Use License	\$15,878.00
	Esri Business Analyst Basic for Desktop Regional Concurrent Use License	\$11,586.00
	Esri Business Analyst Basic for Desktop State Concurrent Use License	\$7,293.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop National License	\$14,943.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Regional License	\$10,903.00

	Annual Maintenance for Esri Business Analyst Basic for Desktop State License	\$6,863.00
8	<b>Esri Business Analyst Standard for Desktop—Concurrent Use Licenses</b>	
	Esri Business Analyst Standard for Desktop National Concurrent Use License	\$35,194.00
	Esri Business Analyst Standard for Desktop Regional Concurrent Use License	\$25,318.00
	Esri Business Analyst Standard for Desktop State Concurrent Use License	\$15,800.00
8	<b>Esri Business Analyst Standard for Desktop—Single Use Licenses</b>	
	Esri Business Analyst Standard for Desktop National Single Use License	\$35,194.00
	Esri Business Analyst Standard for Desktop Regional Single Use License	\$25,318.00
	Esri Business Analyst Standard for Desktop State Single Use License	\$15,800.00
	<b>Annual Maintenance for Esri Business Analyst Standard for Desktop—Concurrent Use and Single Use Licenses</b>	
8	Annual Maintenance for Esri Business Analyst Standard for Desktop National License	\$33,123.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop Regional License	\$23,826.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop State License	\$14,867.00
8	<b>Esri Business Analyst for Server</b>	
8	<b>Esri Business Analyst for Server Enterprise Advanced</b>	
	Esri Business Analyst for Server Enterprise Advanced (up to four cores)	\$128,775.00
	Esri Business Analyst for Server Enterprise Advanced (additional cores)	\$32,194.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (up to four cores)	\$101,000.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (additional cores)	\$25,250.00
8	<b>Esri Business Analyst for Server Workgroup Advanced</b>	
	Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$64,388.00
	Annual Maintenance for Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$50,500.00
8	<b>Esri Business Analyst for Server—Staging Server</b>	
	Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	\$36,633.00
	Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	\$9,159.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	\$25,250.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	\$6,313.00
9	<b>ArcGIS for Transportation Analytics</b>	
9	<b>ArcGIS for Transportation Analytics with North America Datasets (includes Mexico)</b>	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	\$76,196.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	\$93,780.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	\$216,865.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	\$416,147.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	\$808,850.00
9	<b>ArcGIS for Transportation Analytics with United States and Canada Datasets</b>	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	\$63,497.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	\$78,150.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	\$180,721.00

	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	\$346,790.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	\$674,042.00
9	<b>ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses</b>	
9	<b>ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—North America (includes Mexico)</b>	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	\$7,620.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	\$4,690.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	\$4,347.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	\$4,152.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	\$4,054.00
9	<b>ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—United States and Canada</b>	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	\$6,350.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	\$3,908.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	\$3,615.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	\$3,469.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	\$3,371.00
9	<b>ArcGIS for Transportation Analytics with Real-Time Traffic Add-on</b>	
9	<b>ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—North America (includes Mexico)</b>	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	\$1,857.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	\$1,759.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	\$1,564.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	\$1,416.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	\$1,222.00
9	<b>ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—United States and Canada</b>	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	\$1,564.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	\$1,466.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	\$1,319.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	\$1,173.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	\$1,027.00
13	<b>Mobile GIS</b>	
13	<b>ArcPad</b>	
	ArcPad Single Use License	\$601.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data	\$601.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data	\$601.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data	\$601.00
	Annual Maintenance for ArcPad Single Use License	\$253.00

	ArcPad Single Use License Upgrade	\$245.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data Upgrade	\$245.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data Upgrade	\$245.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data Upgrade	\$245.00
13	<b>ArcGIS for Windows Mobile</b>	
	ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	\$1,288.00
	Annual Maintenance for ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	\$303.00
	ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	\$12,878.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	\$3,030.00
	ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	\$1,288.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	\$303.00
	ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	\$1,288.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	\$303.00
13	<b>StreetMap for ArcGIS for Windows Mobile</b>	
13	<b>StreetMap for ArcGIS for Windows Mobile 5-Pack Bundles</b>	
	StreetMap for ArcGIS for Windows Mobile for Desktop NAVTEQ North America Street Data 5-Pack Single Use Term License	\$404.00
	StreetMap for ArcGIS for Windows Mobile for Desktop NAVTEQ Europe Street Data 5-Pack Single Use Term License	\$606.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ North America Street Data 5-Pack Term License	\$404.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ Europe Street Data 5-Pack Term License	\$606.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ North America Street Data 5-Pack Term License	\$404.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ Europe Street Data 5-Pack Term License	\$606.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ North America Street Data 5-Pack Term License	\$404.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ Europe Street Data 5-Pack Term License	\$606.00
13	<b>StreetMap for ArcGIS for Windows Mobile 50-Pack Bundles</b>	
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ North America Street Data 50-Pack Term License	\$3,838.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ Europe Street Data 50-Pack Term License	\$5,757.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ North America Street Data 50-Pack Term License	\$3,838.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ Europe Street Data 50-Pack Term License	\$5,757.00

	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ North America Street Data 50-Pack Term License	\$3,838.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ Europe Street Data 50-Pack Term License	\$3,838.00
<b>16</b>	<b>Instructor-Led Training (ILT)</b>	
	ILT—per Student, per Day at Esri Learning Centers in the United States	\$541.00
	Instructor-Led Online (ILO) Classroom Training—per Student, per Day	\$541.00
	Additional Student—Client Site Private Class per Student, per Day	\$364.00
	Additional Student—Esri Site Private Class per Student, per Day	\$364.00
	Half-Day ILO Training Workshop—per Student, per Seat	\$177.00
	Half-Day ILO Private Training Workshop—20 Students	\$2,652.00
	Full-Day ILO Training Workshop—per Student, per Seat	\$354.00
	Full-Day ILO Private Training Workshop—up to 20 Students	\$5,303.00
	Private Classes—Esri Site per Class, per Day (12 students) in Locations in the United States	\$4,868.00
	Private Classes—Client Site per Class, per Day (12 students) in Locations in the United States	\$4,868.00
	Client Coaching Services—Client Site	\$4,414.00
	Client Coaching Services—Esri Site	\$4,414.00
	Technical Certification Exam Voucher	\$228.00
<b>16</b>	<b>Virtual Campus</b>	
<b>16</b>	<b>Individual Courses</b>	
	Esri Virtual Campus Training Course Pricing (1 paid module)—per Seat	\$33.00
	Esri Virtual Campus Training Course Pricing (2 paid modules)—per Seat	\$65.00
	Esri Virtual Campus Training Course Pricing (3 paid modules)—per Seat	\$97.00
	Esri Virtual Campus Training Course Pricing (4 paid modules)—per Seat	\$130.00
	Esri Virtual Campus Training Course Pricing (5 paid modules)—per Seat	\$162.00
	Esri Virtual Campus Training Course Pricing (6 paid modules)—per Seat	\$194.00
	Esri Virtual Campus Training Course Pricing (7 paid modules)—per Seat	\$227.00
	Esri Virtual Campus Training Course Pricing (8 paid modules)—per Seat	\$259.00
<b>16</b>	<b>Esri Virtual Campus Annual User License Pricing</b>	
	Premium Annual User License (2,500 Virtual Campus dollar value)	\$2,273.00
	Premium Annual User License (5,000 Virtual Campus dollar value)	\$4,293.00
	Premium Annual User License (7,500 Virtual Campus dollar value)	\$6,060.00
	Premium Annual User License (10,000 Virtual Campus dollar value)	\$7,070.00
	Premium Annual User License (25,000 Virtual Campus dollar value)	\$16,413.00
	Premium One-Year Extension Annual User License	\$667.00
<b>16</b>	<b>Esri Training Pass</b>	
	Esri Training Pass—per Day, up to 49 Days	\$541.00
	Esri Training Pass—per Day, 50 Days or More	\$516.00
	Esri Training Pass—One-Year Extension, up to 49 Days	\$505.00
	Esri Training Pass—One-Year Extension, 50 Days or More	\$1,515.00
<b>17</b>	<b>Online GIS</b>	
<b>17</b>	<b>ArcGIS Online for Organizations Plans</b>	
	ArcGIS Online Level 1 Plan—Includes up to 5 Named Users and 2,500 Credits	\$2,525.00
	ArcGIS Online Additional User 5-Pack for Level 1 Plan	\$2,525.00
	ArcGIS Online Level 2 Plan—Includes up to 50 Named Users and 10,000 Credits	\$10,100.00
	ArcGIS Online Additional User 5-Pack for Level 2 Plan	\$1,010.00
	ArcGIS Online Level 3 Plan—Includes up to 100 Named Users and 17,500 Credits	\$17,675.00
	ArcGIS Online Additional User 5-Pack for Level 3 Plan	\$884.00
	ArcGIS Online Level 4 Plan—Includes up to 250 Named Users and 37,500 Credits	\$37,875.00
	ArcGIS Online Additional User 5-Pack for Level 4 Plan	\$758.00

	ArcGIS Online Level 5 Plan—Includes up to 500 Named Users and 62,500 Credits	\$63,125.00
	ArcGIS Online Additional User 5-Pack for Level 5 Plan	\$632.00
	ArcGIS Online Level 6 Plan—Includes up to 1,000 Named Users and 110,000 Credits	\$111,100.00
	ArcGIS Online Additional User 5-Pack for Level 6 Plan	\$556.00
	ArcGIS Online Additional Service Credits—Block of 1,000	\$101.00
17	<b>Esri Business Analyst Online Organization Plans for Use with ArcGIS Online</b>	
	Esri Business Analyst Online (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	\$505.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	\$505.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	\$2,020.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	\$202.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	\$3,535.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	\$177.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	\$7,575.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	\$152.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	\$12,625.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	\$127.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	\$22,220.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	\$112.00
17	<b>Esri Community Analyst Organization Plans for Use with ArcGIS Online</b>	
	Esri Community Analyst (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	\$505.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	\$505.00
	Esri Community Analyst (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	\$2,020.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	\$202.00
	Esri Community Analyst (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	\$3,535.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	\$177.00
	Esri Community Analyst (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	\$7,575.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	\$152.00
	Esri Community Analyst (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	\$12,625.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	\$127.00
	Esri Community Analyst (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	\$22,220.00

	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	\$112.00
17	<b>Esri Redistricting Online</b>	
	Esri Redistricting Online—12 Months	\$4,545.00
	Esri Redistricting Online—24 Months	\$8,408.00
	Esri Redistricting Online—36 Months	\$11,590.00
18	<b>Portal for ArcGIS</b>	
18	<b>Portal for ArcGIS Term Licensing</b>	
	Portal for ArcGIS—Includes up to 50 Named Users Annual Term License	\$10,100.00
	Portal for ArcGIS—Includes up to 100 Named Users Annual Term License	\$17,675.00
	Portal for ArcGIS—Includes up to 250 Named Users Annual Term License	\$37,875.00
	Portal for ArcGIS—Includes up to 500 Named Users Annual Term License	\$63,125.00
	Portal for ArcGIS—Includes up to 1,000 Named Users Annual Term License	\$111,100.00
18	<b>Portal for ArcGIS Additional User 5-Pack Term Licensing</b>	
	Portal for ArcGIS Additional User 5-Pack for up to 50 Named Users Annual Term License	\$1,010.00
	Portal for ArcGIS Additional User 5-Pack for up to 100 Named Users Annual Term License	\$884.00
	Portal for ArcGIS Additional User 5-Pack for up to 250 Named Users Annual Term License	\$758.00
	Portal for ArcGIS Additional User 5-Pack for up to 500 Named Users Annual Term License	\$632.00
	Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named Users Annual Term License	\$556.00
19	<b>Support and Services</b>	
19	<b>Premium Support Services</b>	
	Premium Support Annual Use—Unlimited Incidents	\$38,885.00
	Premium Support Annual Use—Up to 10 Incidents	\$15,150.00
	Premium Support Additional Authorized Contact—Unlimited Incidents	\$10,100.00
19	<b>Professional Services</b>	
19	<b>WebGIS Launch Kits</b>	
	WebGIS Launch Kit - Basic (3 days)	\$9,191.00
	WebGIS Launch Kit - Standard (4 days)	\$11,514.00
	WebGIS Launch Kit - Advanced (5 days)	\$13,736.00
19	<b>Workshop Packages</b>	
	Esri Production Mapping Workshop (3 days)	\$12,827.00
	Esri Defense Mapping Workshop (3 days)	\$12,827.00
	ArcGIS for Maritime: Charting Workshop (5 days)	\$18,685.00
	ArcGIS for Aviation Workshop (3 days)	\$12,827.00
	ArcGIS Data Reviewer Workshop (3 days)	\$12,827.00
	ArcGIS Workflow Manager Workshop (3 days)	\$12,827.00
19	<b>Jumpstart Packages</b>	
	ArcGIS for Server Jumpstart - Basic (3 days)	\$9,191.00
	ArcGIS for Server Jumpstart - Standard (4 days)	\$11,514.00
	ArcGIS for Server Jumpstart - Advanced (5 days)	\$16,665.00
	Esri Geoportal Server Jumpstart (3-day option)	\$12,827.00
	Esri Geoportal Server Jumpstart (5-day option)	\$18,685.00
	Esri Production Mapping Jumpstart (5 days)	\$18,685.00
	Esri Defense Mapping Jumpstart (5 days)	\$18,685.00
	ArcGIS for Maritime: Charting Jumpstart (10 days)	\$33,330.00
	ArcGIS for Aviation Jumpstart (5 days)	\$18,685.00
	ArcGIS Data Reviewer Jumpstart (5 days)	\$18,685.00
	ArcGIS Workflow Manager Jumpstart (5 days)	\$18,685.00
	ArcGIS Image Extension for Server Jumpstart (3 days)	\$12,827.00
	Data Appliance for ArcGIS Jumpstart (3 days)	\$12,827.00
	Data Appliance for ArcGIS and ArcGIS for Server Bundle Jumpstart ( 5 days)	\$18,685.00

19	<b>Services Packages</b>	
	Enterprise GIS Health Check (3 days)	\$12,827.00
	Remote Developer Support (20 hours)	\$5,353.00
	Remote Support for Esri Geoportal Server (20 hours)	\$5,353.00
19	<b>Esri Enterprise Advantage Program</b>	
	Esri Enterprise Advantage Program (EEAP) 100 Learning and Service Credits	\$80,800.00
	Esri Enterprise Advantage Program (EEAP) 50 Learning and Service Credits	\$55,550.00
	Additional EEAP Technical Advisor Services	\$22,725.00
	Additional EEAP 100 Learning and Service Credits	\$50,500.00
	Additional EEAP 50 Learning and Service Credits	\$25,250.00
20	<b>StreetMap Premium for ArcGIS HERE Data—North America</b>	
20	<b>StreetMap Premium for ArcGIS HERE Data—United States</b>	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	\$6,060.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$15,150.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	\$75,750.00
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,300.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$3,030.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$7,575.00
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$37,875.00
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$15,150.00
	<b>StreetMap Premium for ArcGIS HERE Data—North America (United States, Canada, and Mexico)</b>	
20	North America—Full Use (per single use ArcGIS for Desktop user/per year)	\$12,120.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$30,300.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	\$151,500.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$60,600.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$6,060.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$15,150.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$75,750.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,300.00
20	<b>StreetMap Premium for ArcGIS HERE Data—State</b>	
	State—Full Use (per single use ArcGIS for Desktop user/per year)	\$2,020.00
	State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$5,050.00
	State—Full Use (per ArcGIS for Server Enterprise/per year)	\$25,250.00
	State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$10,100.00
	State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,010.00
	State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,525.00
	State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$12,625.00
	State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$5,050.00
20	<b>StreetMap Premium for ArcGIS TomTom Data—North America</b>	
20	<b>StreetMap Premium for ArcGIS TomTom Data—United States</b>	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	\$6,060.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$15,150.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	\$75,750.00
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,300.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$3,030.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$7,575.00
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$37,875.00

	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$15,150.00
20	<b>StreetMap Premium for ArcGIS TomTom Data—Small State in the United States</b>	
	Small State—Full Use (per single use ArcGIS for Desktop user/per year)	\$909.00
	Small State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$2,273.00
	Small State—Full Use (per ArcGIS for Server Enterprise/per year)	\$11,363.00
	Small State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,545.00
	Small State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$505.00
	Small State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,137.00
	Small State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$5,681.00
	Small State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$2,273.00
20	<b>StreetMap Premium for ArcGIS TomTom Data—Medium State in the United States</b>	
	Medium State—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,212.00
	Medium State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$3,030.00
	Medium State—Full Use (per ArcGIS for Server Enterprise/per year)	\$15,150.00
	Medium State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$6,060.00
	Medium State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$606.00
	Medium State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,515.00
	Medium State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$7,575.00
	Medium State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$3,030.00
20	<b>StreetMap Premium for ArcGIS TomTom Data—Large State in the United States</b>	
	Large State—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,818.00
	Large State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$4,545.00
	Large State—Full Use (per ArcGIS for Server Enterprise/per year)	\$22,725.00
	Large State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$9,090.00
	Large State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$909.00
	Large State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,273.00
	Large State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$11,363.00
	Large State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,545.00
20	<b>StreetMap Premium for ArcGIS TomTom Data—North America</b>	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)	\$12,120.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$30,300.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	\$151,500.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$60,600.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$6,060.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$15,150.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$75,750.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,300.00



## ATTACHMENT 1 ESRI STANDARD MAINTENANCE PROGRAM

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

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### 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 License Agreement. 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 paid 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 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	<ul style="list-style-type: none"> <li>▪ Causes a severe impact to business operations (e.g., critical business processes are disabled)</li> <li>▪ No workaround available</li> </ul>	Six (6) business hours	Esri will provide status every business day until closure of the Technical Support Incident.
High	<ul style="list-style-type: none"> <li>▪ Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data)</li> <li>▪ No stable workaround available</li> </ul>	Eight (8) business hours	Esri will provide status every business day until closure of the Technical Support Incident.
Medium	<ul style="list-style-type: none"> <li>▪ Causes a minor impact to business operations</li> </ul>	Two (2) business days	Esri will provide status every three (3) business days until closure of the Technical Support Incident.
Routine	<ul style="list-style-type: none"> <li>▪ Causes little or no impact to business operations</li> </ul>	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](mailto: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](mailto: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](mailto: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



## ATTACHMENT 2 ESRI PRODUCT LIFE CYCLE SUPPORT POLICY

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

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### ARCGIS PRODUCT LIFECYCLE SUPPORT POLICY OVERVIEW

The ArcGIS Product Life Cycle Support Policy provides customers with information regarding the level of technical and software support Esri will provide customers during the lifespan of a software product. The ArcGIS Product Lifecycle is a progression of life cycle phases starting with the initial release of a new software product (or a new version of a software product) and ending with the retirement of that version of the product. Each phase of the life cycle includes specific, but different, technical and software support.

Product life cycles also vary by the type of product. For example, most on premise software products go through a four phase life cycle, whereas online products usually have a three phase life cycle, and content products usually just follow a two phase cycle.

The Product Lifecycle Phases are described below as well as the technical and software support that is provided for products during each phase of the product life cycle.

### ESRI PRODUCT LIFECYCLE POLICY

#### Product Lifecycle Phases

There are generally four phases to the product lifecycle.

- General Availability
- Extended
- Mature
- Retired

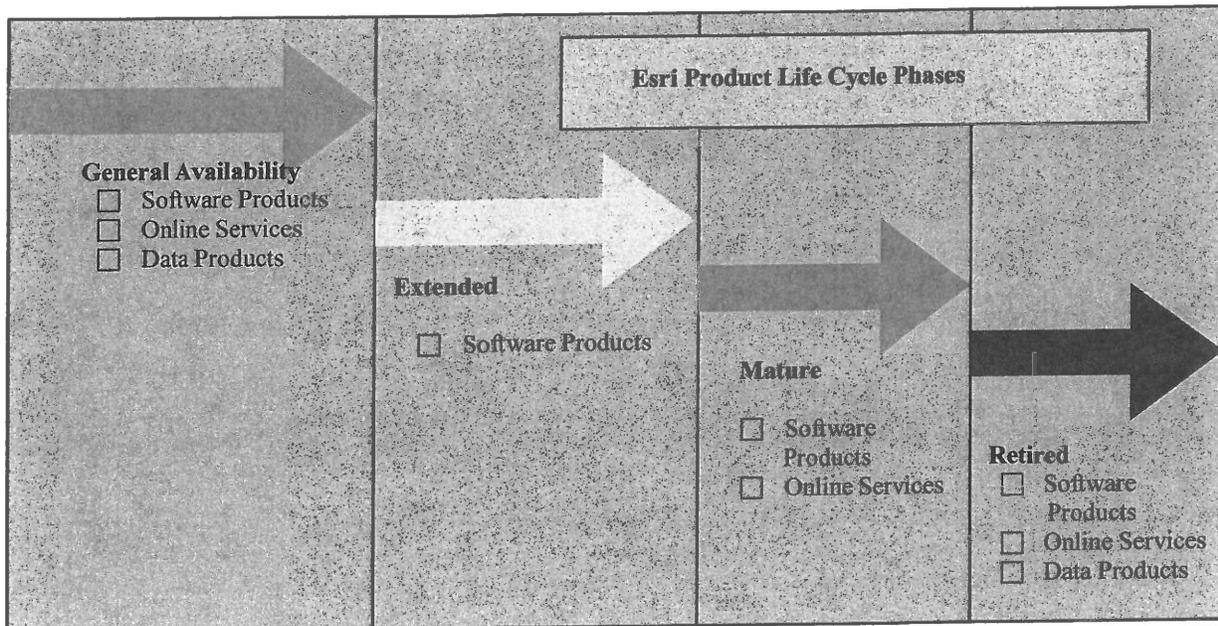
However, not all products will necessarily go through all four phases. For example,

- Software Products
  - Typically have four life cycle phases
  - Life cycle phases are calendar-based, in other words, each phase is exactly two years in duration
- Online Services Products
  - Typically have three life cycle phases
  - Life cycle phases are version-based, in other words, the product moves from one phase to the next when a new version of the product is released
- Data Products

- o Typically have two life cycle phases
- o Life cycle phases are version-based, in other words, the product moves from one phase to the next when a new version of the product is released

To review the life cycle for a specific product, please refer to the Product Life Cycle pages and select the product of interest. The Product Life Cycle Pages can be found at: <http://support.esri.com/en/content/productlife cycles>.

The chart below shows the four phases of the product life cycle.



**Calendar-based product life cycle**

ArcGIS Software Products follow the calendar-based product life cycle. All calendar-based life cycle phases are two years in duration.

This means that every major release (version x.0) would start in the General Availability phase and would be in the General Availability phase for two years from the release date. At the end of two years, it would move into the Extended phase of the product life cycle.

Likewise, secondary version number releases (version x.x) would also start in the General Availability phase upon release and would stay in the General availability phase for two years before moving to the Extended phase.

However, tertiary version number releases (version x.x.x) would follow the life cycle of the major (or secondary) version number release that it follows.

For example, a version 5.0.1 release (a tertiary version number release) would be in the same life cycle phase as the 5.0 release (a major version number release), and thus the 5.0.1 release would move to the next life cycle phase synchronous with the 5.0 release.

The following is hypothetical example of how the calendar-based approach to the product life cycle support process works:

The following is an example of how the calendar-based approach to the product life cycle support process works:

Version	Release Date	General Support	Extended Support	Mature Support	Retired
10.2.1	Jan 7, 2014	Jan 2014 – July 2015	Aug 2015 – July 2017	Aug 2017 – July 2019	Aug 1, 2019
10.2	July 30, 2013	July 2013 – July 2015	Aug 2015 – July 2017	Aug 2017 – July 2019	Aug 1, 2019
10.1	June 11, 2012	June 2012 – Dec 2013	Jan 2014 – Dec 2015	Jan 2016 – Dec 2017	Jan 1, 2018
10.0	June 30, 2010	June 2010 – June 2012	July 2012 – Dec 2013	Jan 2014 – Dec 2015	Jan 1, 2016
9.3.1	April 2009	April 2009	June 2010	June 2012	Dec 2013

As mentioned, details about the life cycle for a particular product, please select the product on: <http://support.esri.com/en/content/productlifecycles>

## SOFTWARE PRODUCTS

Software Products generally go through all four lifecycle phases. Software and technical support for each phase is described below.

### General Availability Phase

For products in the General Availability phase, users can expect the following:

#### Software Support

- Software patches and hot fixes
  - o Provided to customers to resolve significant issues discovered in the product release.
- New environment certification
  - o When a major new version of an operating system, database, or web server is released during the General Availability phase of an Esri product, Esri will test this new environment with the Esri software product in the General Availability release phase and provide test result information on the online resource center.

## Technical Support

- Phone and chat support
  - Available to customers, current on maintenance
    - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
    - Outside the USA: through an Esri International Distributor.  
Customers should contact their local distributors for support hours and options.
- Web Form
  - Support can be requested via Web Form 24/7.
- Online support resources
  - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

Users are encouraged to begin all new projects with Software Products in the General Availability lifecycle phase and move/upgrade existing applications to these products as soon as possible.

## Extended Phase

Once a product enters the Extended lifecycle phase, users can expect the following:

## Software Support

- Software patches and hot fixes
  - Provided to customers to resolve significant issues discovered in a product release.
- New environment certification
  - Esri will not certify major new versions of an operating system, database, or web server released during the Extended lifecycle phase of an Esri product. Customer may use Esri software products in the Extended lifecycle phase with new environments, but Esri does not guarantee that the product will work with these environments.

## Technical Support

- Phone and chat support
  - Available to customers, current on maintenance
    - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
    - Outside the USA: through an Esri International Distributor.  
Customers should contact their local distributors for support hours and options.
- Web Form
  - Support can be requested via Web Form 24/7.
- Online support resources
  - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

Existing customers contemplating moving/upgrading their environment should also consider upgrading their Esri product to a version that is currently in the General Availability Phase. Customers with products in the Extended phase are encouraged to start planning their move/upgrade to a General Availability product as soon as possible.

#### **Mature Phase**

Once a product enters the Mature phase, users can expect the following:

##### **Software Support**

- Software patches and hot fixes
  - Esri will provide no further patches and hot fixes for products (including Service Packs) that have reached the Mature phase.
- New environment certification
  - Esri will not certify major new versions of an operating system, database, or web server released during the Mature lifecycle phase of an Esri product. Customer may use Esri software products in the Mature lifecycle phase with new environments, but Esri does not guarantee that the product will work with these environments.

##### **Technical Support**

- Phone and chat support
  - Available to customers, current on maintenance
    - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
    - Outside the USA: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Web Form
  - Support can be requested via Web Form 24/7.
- Online support resources
  - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

Customers with products in the Mature phase should be actively upgrading their applications to General Availability products.

#### **Retired Phase**

Once a product enters the Retired phase, the product will no longer be available for purchase and users can expect the following:

##### **Software Support**

- Software patches or hot fixes
  - Not available
- New environment certification
  - Not available

## Technical Support

- Phone and chat support
  - Not available
- Web Form
  - Not available
- Online support resources
  - Access to very limited support will be provided through the online support center including knowledge base, supported environment, downloads, and discussion forums.
  - Although the online information will remain available to users, this information will not be updated for retired products. Users, however, will be able to browse existing documents.

Customers with products in the Retired phase should be actively upgrading their applications to General Availability products.

## ONLINE SERVICES LIFECYCLE

Online Services Lifecycle generally have only three lifecycle phases. Software and technical support for each phase is described below.

### General Availability Phase

For Online Services products in the General Availability phase, users can expect the following:

#### Online Service Support

- Online Services
  - Actively maintained and updated
- New environment certification
  - When a new version of ArcGIS is released during the General Availability phase, Esri will test this new release with the General Availability Online Services and provide test result information on the online resource center.
- Customers will be notified at least six months in advance before any Online Services are moved to the Extended phase.

#### Technical Support

- Phone and chat support
  - Available to customers, with a current subscription
    - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
    - Outside the USA: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Web Form
  - Support can be requested via Web Form 24/7.
- Online support resources
  - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

## Mature Phase

Once a product enters the Mature phase, users can expect the following:

### Online Service Support

- Online Services
  - Will continue to be available
  - Will not maintained or updated
- New environment certification
  - When a new version of ArcGIS is released during the General Availability phase, Esri will not test this new release with the Mature Phase Online Services.
- Customers will be notified at least six months in advance before any Online Services are moved to the Mature phase.

### Technical Support

- Phone and chat support
  - Available to customers, with a current subscription
    - In the USA: between 5:00 a.m. and 5:00 p.m. (PST)  
Monday through Friday to U.S. customers only.
    - Outside the USA: through an Esri International Distributor.  
Customers should contact their local distributors for support hours and options.
- Web Form
  - Support can be requested via Web Form 24/7.
- Online support resources
  - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

Customers can continue to use Online Services during the Mature lifecycle phase, but are encouraged to start planning their move/upgrade to a General Availability Online Service(s) as soon as possible.

## Retired Phase

Services have been removed from ArcGIS Online, and the services are no longer available or supported.

### Online Service Support

- Online Service
  - Will no longer be available
- If reasonable under the circumstances, customers will be notified at least three months in advance before any Online Services are moved to the Retired phase.

## Technical Support

- Phone and chat support
  - Not available
- Web Form
  - Not available
- Online support resources
  - Access to very limited support will be provided through the online support center including knowledge base, supported environment, downloads, and discussion forums.
  - Although the online information will remain available to users, this information will not be updated for retired products. Users, however, will be able to browse existing documents.

## DATA PRODUCTS

Data Products generally have only two lifecycle phases. Software and technical support for each phase is described below.

### General Availability Phase

For products in the General Availability phase, users can expect the following:

### Data Support

- Data updates
  - Availability of updates is determined by the update program offered for each data product. Check the data product information page for details.

### Technical Support

- Phone and chat support
  - Available to customers, with a current subscription
    - In the USA: between 5:00 a.m. and 5:00 p.m. (PST) Monday through Friday to U.S. customers only.
    - Outside the USA: through an Esri International Distributor. Customers should contact their local distributors for support hours and options.
- Web Form
  - Support can be requested via Web Form 24/7.
- Online support resources
  - Access to knowledge base, supported environment, downloads, and community content, such as user forums, galleries, ArcGIS Ideas and wiki.GIS.com.

### Retired Phase

A data product is in the Retired phase three months after the general availability of a new version unless otherwise stated.

Once a product enters the Retired phase, the product will no longer be available for purchase and users can expect the following:

#### **Data Support**

1. Data updates
  - a. Customer can upgrade to the General Availability product.

#### **Technical Support**

2. Phone and chat support a. Not available
3. Web Form
  - a. Not available
4. Online support resources
  - a. Access to very limited support will be provided through the online support center including knowledge base, supported environment, downloads, and discussion forums.
  - b. Although the online information will remain available to users, this information will not be updated for retired products. Users, however, will be able to browse existing documents.
5. Customers with products in the Retired phase should be actively upgrading their applications to General Availability products.

### **TRANSITION ANNOUNCEMENTS**

Esri will announce product life cycle support transitions on its [Product Life Cycle pages](#). Esri may also announce transitions outside of a specific release event.

### **LIFE CYCLE SUPPORT STATUS FOR ESRI PRODUCTS**

The life cycle support status for all Esri software products can be found at <http://support.esri.com/en/content/productlifecycles>.



**ATTACHMENT 3  
TRAINING TERMS AND CONDITIONS  
E207CWM**

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

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This Training Agreement adds additional terms and conditions to Esri contract 2015MPA1315 with respect to training.

## RECITALS

This Training Agreement allows Esri to conduct training courses and provide training-related services to Licensee, defined in Esri State and Local MPA Terms and Conditions (hereinafter "**Client**"), who wishes to obtain training in the use of Esri GIS software. The parties agree to the terms and conditions contained below.

## ARTICLE 1—DEFINITIONS

In addition to the definitions provided in Esri contract 2015MPA1315, the following definitions apply to this Addendum:

- a. "**Client-Supplied Training Data**" means any digital dataset(s) including, but not limited to, geographic, vector data, coordinates, raster, or associated tabular attributes supplied by Client for use in training.
- b. "**Esri Mobile Lab**" means Esri hardware shipped to domestic US Client site training events, if Client does not have the required hardware to host a scheduled training event, consisting of laptops preconfigured with Esri Software, Training Materials, hard drives, power cords, and network switches.
- c. "**Esri Training Event Assistant**" means Client's primary Esri liaison in organizing Client site and private training events.
- d. "**Student**" means a registered participant for a specific training course, Client coaching services, or training-related services.
- e. "**Training Materials**" means digital or print content required to complete a course, which may include, but are not limited to, workbooks, data, concepts, exercises, and exams.

## ARTICLE 2—TRAINING DESCRIPTION

2.1 Instructor-led training and Client coaching services are offered by Esri in the use of Esri's GIS Software.

- a. Instructor-led training is offered online in a cloud-based environment, at a Client site, or at an Esri learning center. Course information, location, dates, number of maximum participants, and registration requirements are located in the Esri training catalog (<http://training.esri.com>). Courses are conducted in close conformance with the course description outlined in the Esri training catalog and are subject to change due to limitations or constraints including, but not limited to, technical capabilities, and Client's needs.
- b. Client coaching services are available for Client to enhance the learning experience by providing extra time to review and practice course concepts with an instructor's on-site guidance.

## ARTICLE 3—ESRI'S RESPONSIBILITIES

### 3.1 Esri will

- a. Provide training in a manner consistent with the technical and professional standards of the industry.
- b. Provide an instructor qualified to conduct the training course(s), Client coaching services, or training-related services.
- c. Provide all necessary Training Materials for Student.
- d. Confirm class approximately ten (10) business days prior to the scheduled start date. Client site and private classes confirmation is dependent on receipt of the completed Client site training request form and intended method of payment.

## ARTICLE 4—CLIENT'S RESPONSIBILITIES

### 4.1 Client will

- a. Ensure all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Student[s] will not be permitted to view or participate in an online classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Student[s].
- b. Confirm all registered Students meet the minimum prerequisites for the applicable training event set forth on Esri's Training website.
- c. Submit registrations with a confirmed payment commitment at least seven (7) business days prior to the scheduled start date. Registrations submitted without payment commitment will not be a guaranteed reservation and will be added to a wait list pending payment confirmation. All wait list reservations are subject to availability.
- d. Submit to the Esri Training Event Assistant a list of the names and e-mail addresses of Student[s] who are to attend a Client site or private training event at least three (3) business days before the scheduled start date. Subject to compliance with Article 14 Export Control Regulations, any Student who is a resident of a US embargoed country or is found on any of the various US Government Lists of Parties of Concern or Specially Designated Nationals lists will not be permitted to attend the training event.
- e. Be responsible for all Student travel arrangements and agrees that Esri is not responsible for losses from nonrefundable travel arrangements due to the denial of Student's participation based on US government export regulation requirements, course scheduling changes, or cancellations.
- f. Complete and submit an Esri Client site training request form, if applicable, and ensure that the class environment adheres to the requirements for Esri Training as found online at <http://training.esri.com/gateway/index.cfm?fa=classroom.requirements>.
- g. Ensure Student use of Training Materials provided by Esri complies with the terms of this Training Agreement.
- h. Assume full responsibility for Student attending training course(s) under this Training Agreement. Client 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 Training Agreement.

### 4.2 If the Esri Mobile Lab is used, Client will

- a. Immediately report any existing damage to Esri Mobile Lab equipment to Training Event Assistant, upon receipt of the equipment.
- b. Keep Esri Mobile Lab equipment in a secure, locked area between training event sessions.
- c. Ensure that only registered Student[s] use Esri Mobile Lab equipment.
- d. Be responsible for loss of, damage to, and/or theft of Esri Mobile Lab equipment while in Client's possession.
- e. Warrant that it maintains sufficient insurance coverage obligations created by this Training Agreement and by law.
- f. Allow the Esri instructor to check all Esri Mobile Lab equipment following the completion of training. Any damage to Esri Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
- g. Make Esri Mobile Lab equipment available for freight pickup upon the conclusion of the training event.

## ARTICLE 5—RESERVED

## ARTICLE 6—LICENSING AND MATERIALS

**6.1 Training Materials Reservation of Ownership.** This Training Agreement gives Student certain limited rights to use electronic and tangible versions of the Training Materials. Esri and its licensor(s) retain exclusive rights, title, and ownership to the copy of Training Materials, software, data, and documentation licensed under this Training Agreement. Training Materials are protected by United States copyright laws and applicable international copyright treaties and/or conventions. All rights not specifically granted in this Training Agreement are reserved to Esri and its licensor(s).

**6.2 Grant of License.** Esri grants to Student a personal, nonexclusive, nontransferable license to use Training Materials for Student's own training purposes. Student may run and install one (1) copy of Training Materials and reproduce one (1) copy of Training Materials. Student may make one (1) additional copy of the original Training Materials for archive purposes only, unless Esri grants in writing the right to make additional copies.

**6.3 Training Materials** are intended solely for the use of the training of the individual Student who registered and attended a specific training course. Student may not (i) separate the component parts of the Training Materials for use on multiple systems or in the cloud, use in conjunction with any other software package, and/or merge and compile into a separate database(s) or documents for other analytical uses; (ii) make any attempt to circumvent the technological measure(s) (e.g., software or hardware key) that effectively controls access to Training Materials; (iii) remove or obscure any copyright, trademark, and/or proprietary rights notices of Esri or its licensor(s); or (iv) use audio and/or video recording equipment during a training course.

**6.4 Client-Supplied Training Data.** Client will retain ownership of any Client-Supplied Training Data.

**6.5 Software.** The License Agreement will cover all applicable terms of use for Esri provided software, data, documentation, and content used by Student during a training event. Esri may issue temporary Esri software licenses for Client site training if Client has an insufficient number of Esri software licenses available at Client's training facility. Client must uninstall all temporary Esri software licenses and return any media provided by Esri upon conclusion of the training event.

## ARTICLE 7—TERM AND TERMINATION

**7.1** The Term of this Training Agreement shall run concurrent with the term of Esri contract 2015MPA4087. Termination will be in accordance with Article 6—Termination of the Esri State and Local MPA Terms and Conditions. Upon termination of this Training Agreement for breach, Esri may request Client to return or destroy all copies of Training Materials in its possession, and any whole or partial copies, in any form and deliver evidence of such destruction to Esri, which evidence shall be in a form acceptable to Esri in its sole discretion. The parties agree that all provisions that operate to protect the rights of Esri and its licensor(s) shall remain in force should breach occur. Termination does not relieve Client from payment for any current or outstanding training registrations. Upon termination, Client agrees to pay Esri all current and outstanding invoices for training. Student[s] who are currently registered for a training course are granted the right to continue to attend the training course subject to the terms and conditions of this Training Agreement.

## ARTICLE 8—STUDENT REGISTRATION AND TRAINING EVENT CHANGE POLICY

**8.1 Individual Student Seats.** Client will provide written notice to Esri's Customer Service department at [service@esri.com](mailto:service@esri.com) of any Student transfer, cancellation, or substitution requests at least three (3) business days before the scheduled start date.

- a. Multiple requests and any requests that occur without the three (3) business days advance notice are subject to a fee, as determined by Esri.
- b. Cancellation of Student registrations that occur without the three (3) business days advance notice are subject to the full training event fee.
- c. Substitute Student must be from the same organization as Student being replaced.

**8.2 Client Site/Private Class/Coaching Services (Training Event).** Client will provide written notice to Esri's Customer Service department at [service@esri.com](mailto:service@esri.com) of any training event reschedule, cancellation, or Student substitution requirements at least three (3) business days before the scheduled start date.

- a. Training event reschedules and cancellations that occur without the three (3) business days advance notice are subject to the full training event fee. Client 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.
- b. Student substitutions that occur without the three (3) business days advance notice are subject to a fee. Substitute Student must be from the same organization as Student being replaced.

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

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

## ARTICLE 9—PAYMENT

### 9.1 Payments

- a. Accepted payment methods are found at <http://training.esri.com/gateway/index.cfm?fa=catalog.paymentdetails>.
- b. Esri will invoice Client upon completion of each training course or immediately upon receipt of a purchase order, if mutually agreed to by the parties. Client's payment will be due no later than thirty (30) days after receipt of the invoice.
- c. If Client is invoiced and pays that invoice prior to the scheduled training event, then Client has one (1) calendar year (twelve [12] consecutive months) from the date of the invoice to consume the training days. For a multiyear order, the training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.

## ARTICLE 10—CONFIDENTIAL INFORMATION

**10.1** Except for any personally identified information (PII), any data or information controlled for export under the United States International Traffic in Arms Regulations (ITAR), or other classified data, Esri or Client may disclose to the other party certain confidential information under this Training Agreement. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this Training Agreement. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the other party's confidential information.

## ARTICLE 11—RESERVED

## ARTICLE 12—WARRANTY

**12.1 Limited Warranty.** Esri warrants that the media upon which Training Materials is provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt, and, it will use commercially reasonable efforts to check Esri Software against known viruses at the time of manufacture using commercially available antivirus software. Licensee is cautioned to use and update virus definitions with its own antivirus software whenever it loads new software on its system.

**12.2 Disclaimer of Warranties.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE TRAINING AND TRAINING MATERIALS CONTAINED THEREIN ARE PROVIDED "AS-IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT THAT THE TRAINING OR TRAINING MATERIALS WILL MEET CLIENT'S NEEDS OR EXPECTATIONS; THAT THE USE OF TRAINING MATERIALS WILL BE UNINTERRUPTED; OR THAT ALL NONCONFORMITIES, DEFECTS, OR ERRORS CAN OR WILL BE CORRECTED. THE TRAINING DATABASE HAS BEEN OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, BUT ITS ACCURACY AND COMPLETENESS, AND THE OPINIONS BASED THEREON, ARE NOT GUARANTEED. THE TRAINING DATABASE MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, ERRORS, AND/OR OMISSIONS. ESRI AND ITS LICENSOR(S) DO NOT WARRANT THAT THE TRAINING DATABASE WILL MEET CLIENT'S NEEDS OR EXPECTATIONS, THAT THE USE OF THE TRAINING DATABASE WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. ESRI AND ITS LICENSOR(S) ARE NOT INVITING RELIANCE ON THIS TRAINING DATABASE, AND CLIENT OR STUDENT SHOULD ALWAYS VERIFY ACTUAL DATA, WHETHER MAP, SPATIAL, RASTER, TABULAR INFORMATION, AND SO FORTH. THE DATA CONTAINED IN THIS PACKAGE IS SUBJECT TO CHANGE WITHOUT NOTICE. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY TRAINING DATA. TRAINING DATA MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CLIENT'S NEEDS OR EXPECTATIONS. NEITHER CLIENT NOR STUDENT SHOULD RELY ON ANY TRAINING DATA UNLESS CLIENT HAS VERIFIED TRAINING DATA AGAINST ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

**12.3 Exclusive Remedy.** Client's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 12 shall be limited, at Esri's sole discretion, to (i) replacement of any defective Training Materials; (ii) repair, correction, or a workaround for Training Materials, or (iii) return of the fees paid by Client for Training Material that do not meet Esri's limited warranty, provided that Client uninstalls, removes, and destroys all copies of the Training Materials; and executes and delivers notice (email or letter) of such actions to Esri.

#### **ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY**

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

#### **ARTICLE 14—EXPORT CONTROL REGULATIONS**

**14.1** Client must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Client expressly acknowledges and agrees not to export, reexport, transfer, or release Esri provided Training Materials, in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person or entity on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws.

#### **ARTICLE 15—RESERVED.**

#### **ARTICLE 16—UCC INAPPLICABILITY**

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

#### **ARTICLE 17—RESERVED**

#### **ARTICLE 18—ENTIRE AGREEMENT**

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



**ATTACHMENT 4  
CUSTOM SOFTWARE, TECHNICAL DATA, AND  
ASSISTANCE LICENSE ADDENDUM  
(E600 08/22/2014)**

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

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**ARTICLE 1—DEFINITIONS**

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

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

**ARTICLE 2—TASK ORDERS AND PROJECT SCHEDULE**

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

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

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

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

### **ARTICLE 3—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE**

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

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

### **ARTICLE 4—PATENTS AND INVENTIONS**

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

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

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

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

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

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

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

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld by either party. However, either party may transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies of a party or

subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

## ARTICLE 5—CONFIDENTIALITY OF DELIVERABLES AND SERVICES OUTPUT

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

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

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

## ARTICLE 6—ACCEPTANCE

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

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

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

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

## ARTICLE 7—CHANGES TO SCOPE OF WORK

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

## ARTICLE 8—COMPENSATION; INVOICES

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

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

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

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

## ARTICLE 9—LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

### A. For Time and Materials Task Orders

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

### ii. Disclaimer of Warranties

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

### B. For Firm Fixed Price Task Orders

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

### ii. Disclaimer of Warranties

(a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION B.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT DELIVERABLES ARE

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

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

#### ARTICLE 10—LIMITATION OF LIABILITY

- A. **Disclaimer of Certain Types of Liability.** ESRI AND ITS LICENSORS WILL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- B. **General Limitation of Liability.** IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR THE DELIVERABLES OR SERVICES OUTPUT FROM WHICH THE LIABILITY DIRECTLY AROSE.
- C. **Applicability of Disclaimers and Limitations.** Licensee agrees that the limitations of liability and disclaimers set forth in this Addendum will apply regardless of whether Licensee has accepted the Deliverables, or any other product or service delivered by Esri. The parties agree that Esri has set its prices and entered into this Addendum in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose or cause consequential loss), and that the same form an essential basis of the bargain between the parties.

#### ARTICLE 11—EXPORT CONTROL REGULATIONS

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

## ARTICLE 12—TERM AND TERMINATION

- A. Term.** Unless terminated earlier pursuant to Sections B, C, or D of this Article, this Addendum shall terminate simultaneously with the Agreement. The period of performance of any Task Order shall supersede any expiration of the Master Purchasing Agreement. If the Master Purchase expires or is terminated, the work under the Task Orders shall be allowed to continue.
- B. Termination for Convenience by Licensee.** Licensee may terminate this Addendum or any Task Order at any time on thirty (30) days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Addendum, including reasonable termination expenses and the pro rata contract price for the Task Orders affected.
- C. Termination for Cause by Licensee.** Licensee shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Addendum or any Task Order for any material breach of this Addendum by Esri that is not cured within fifteen (15) days of receipt by Esri of a notice specifying the breach and requiring its cure.
- D. Termination for Cause by Esri.** Esri may terminate this Addendum immediately upon written notice to Licensee in the event that one or more of the following occur:

### *Insolvency of Licensee*

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

### *Default or Breach by Licensee*

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

## **E. Obligations upon Termination**

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

## ARTICLE 13—RESTRICTIONS ON SOLICITATION

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

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

**ARTICLE 14—TAXES**

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

**ARTICLE 15—INDEPENDENT CONTRACTOR**

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

**ARTICLE 16—FORCE MAJEURE**

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

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

**ARTICLE 18—NOTICE**

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

Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_  
Tel.: \_\_\_\_\_  
Fax: \_\_\_\_\_

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

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

**ARTICLE 19—ASSIGNMENT AND DELEGATION**

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

**ATTACHMENT A  
SAMPLE TASK ORDER**  
Esri Agreement No. \_\_\_\_\_  
Task Order No. \_\_\_\_\_

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

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

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

2. Contract Type [Firm Fixed Price (FFP) or Time and Materials (T&M)]:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Licensee Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: (insert name, telephone, fax, and e-mail address)  
Esri Senior Contract Administrator: (insert name, telephone, fax, and e-mail address)  
Licensee Project Manager: (insert name, telephone, fax, and e-mail address)  
Licensee Senior Contract Administrator: (insert name, telephone, fax, and e-mail address)  
Licensee Accounts Payable Contact: (insert name, telephone, fax, and e-mail address)

ACCEPTED AND AGREED:

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

**ATTACHMENT B  
TIME AND MATERIALS RATE SCHEDULE**

*Effective January 1, 2015*

Hourly time and materials labor rates have been provided for each labor category for calendar year 2015 and 2016. The hourly labor rates for services that are performed after 2016 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.

<b>2015 / 2016</b>	
<b>GIS Technical Specialist/Engineer (S1)</b>	<b>Hourly Rate: \$206 / \$214</b>
<p>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.</p>	

<b>2015 / 2016</b>	
<b>GIS System/Software Developer (S2)</b>	<b>Hourly Rate: \$266/\$277</b>
<p>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.</p>	

<b>2015 /2016</b>	
<b>Senior GIS System/Software Architect (S3)</b>	<b>Hourly Rate: \$326/ \$339</b>
<p>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.</p>	

<b>GIS Consultant/Project Manager (M1)</b>	<b>Hourly Rate: \$249/\$259</b>
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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, milestones, and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

<b>Senior GIS Consultant/Project Manager (M2)</b>	<b>2015/ 2016 Hourly Rate: \$315/ \$328</b>
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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.

<b>GIS Database Specialist/Analyst (DB)</b>	<b>2015/2016 Hourly Rate: \$174/\$181</b>
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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.

<b>**Executive Advisor (M3)</b>	<b>2015/ 2016 Hourly Rate: \$415/ \$432</b>
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\*\*Executive Advisors serve as ancillary resources to be utilized for special engagements at the client's request.



**ATTACHMENT 5  
ENTERPRISE ADVANTAGE PROGRAM  
AGREEMENT (E125)**

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

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**EAP Agreement No. 2015EAP4087**

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

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

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

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

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_

## ARTICLE 1—DEFINITIONS

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

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

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

"PSS" means Premium Support Services.

"Renewal Period" means any one (1)-year extension of this EAP Agreement.

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

"Term" means the initial term of this EAP Agreement.

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

## ARTICLE 2—ENTERPRISE ADVANTAGE PROGRAM

**2.1 Enterprise Advantage Program Description.** The Enterprise Advantage Program is provided on an order-by-order, annual subscription basis. EAP is a menu of services, training, and support that provides Licensee with the flexibility to select components that best meet its needs. The Enterprise Advantage Program components include the following:

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

c. *Learning and Services Credits*

- (1) Licensee will receive the number of ordered Learning and Services Credits. Licensee may use the credits toward any combination of consulting services support, training, premium support, or related travel expenses as described below.
- (2) Licensee may order, for an additional price, additional Learning and Services Credits either (i) as a block of fifty (50) credits or (ii) as a block of one hundred (100) credits, not to exceed a total of two hundred (200) credits during the Term or each Renewal Period of this EAP Agreement. If Licensee requests additional Learning and Services Credits over and above the initial two hundred (200) credits provided for in this paragraph, Licensee must order Learning and Services Credits along with additional Technical Advisor Services.
- (3) Learning and Services Credits may be exchanged as follows:

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

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

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

**2.2 Learning and Services Credit Use**

- a. *Current on Maintenance.* Licensee must remain current on standard maintenance during the term of this EAP Agreement. Standard maintenance is described at <http://www.esri.com/legal>, which may be changed from time to time.
- b. *Authorization of Credit Use.* Licensee will contact its Account Manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit to Licensee a Learning and Services Credit estimate by e-mail for confirmation and authorization for use of the credits.
- c. *Travel and Per Diem.* Any Esri travel and per diem will be quoted separately. Licensee may direct Esri to use credits for travel and per diem as stated in Enterprise Advantage Program Description, Section 2.1 above, or Licensee will issue a purchase order and Esri will invoice Licensee for the travel and per diem expenses as described below in Article 6.
- d. *Notification of Consumed Credits.* Esri will notify Licensee in the event the authorized Learning and Services Credits are consumed prior to completion of the requested work. Licensee may elect to direct use of additional credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to discontinue work when the authorized credits are consumed.
- e. *Review of Proposed Activities.* Any activities proposed to be completed under the Enterprise Advantage Program will be subject to review and approval by Esri to ensure alignment with the intent of the program.

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

## **ARTICLE 3—LICENSE GRANT**

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

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

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

## **ARTICLE 4—WARRANTIES AND DISCLAIMERS**

### **4.1 Warranties and Disclaimers**

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

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

## **ARTICLE 5—LIMITATION OF LIABILITY**

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

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

**5.3 Applicability of Disclaimers and Limitations.** The parties agree that Esri has set its prices and entered into this EAP Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the

parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### ARTICLE 6—COMPENSATION

6.1 The fees for the initial term of the EAP are set forth in the MPA Price List. Esri shall invoice Licensee as quoted for the Enterprise Advantage Program upon receipt of Licensee's order and annually in advance. Fees for additional Learning and Services Credits or Technical Advisor Services will be invoiced upon receipt of Licensee's order. Licensee shall pay Esri within thirty (30) calendar days of receipt of invoice.

6.2 Pricing for annual program renewals and new or additional Esri service offerings will be in accordance with the MPA Price List at the time of purchase or renewal.

6.3 Licensee may elect to use Learning and Services Credits for actual travel expenses of Esri employees plus a standard burden, or to be invoiced at the actual cost for travel expenses plus a standard burden. Meals will be charged on a per diem basis. Esri travel will be in accordance with the Federal Travel Regulation (FTR) limits.

#### ARTICLE 7—TERM AND TERMINATION

7.1 The Term of each EAP order shall be one (1) year beginning on the date on which Licensee's purchase order is processed. EAP is provided on an order-by-order basis. If Licensee is currently covered by Standard Maintenance for all its Software, Licensee may order, on an annual basis, EAP subject to the terms and conditions of this EAP Agreement. The Term of each EAP order shall begin on the date on which Licensee's purchase order is processed. Prior to the end of the Term, Esri may provide Licensee with a quotation for an additional one (1) year Renewal Period. If Licensee accepts the quote, Esri will submit an invoice to Licensee for the quoted annual Enterprise Advantage Program price and this EAP Agreement will automatically extend for the Renewal Period.

7.2 Licensee may terminate this EAP Agreement at any time without cause or may simply choose not to renew the Enterprise Advantage Agreement relationship.

7.3 Licensee may terminate this EAP Agreement for Esri's breach of a material term upon thirty (30) days' notice to Esri and opportunity to cure. If termination is due solely to Esri's failure to perform a material term of this EAP Agreement, Esri will refund a prorated share of amounts paid to Esri equal to the credits not used by Licensee.

7.4 Esri may terminate this agreement for Licensee's breach of a material term upon thirty (30) days' notice to Licensee and opportunity to cure, or terminate this EAP Agreement in the event of termination or expiration of the Enterprise Advantage Agreement relationship as set forth in that Enterprise Advantage Agreement. In such event, Esri is not obligated to refund any amounts paid for credits not used.

7.5 Upon termination or expiration of this EAP Agreement

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

#### ARTICLE 8—CONFIDENTIALITY

8.1 **Confidential Information.** It may be necessary for Esri or Licensee to disclose to the other party certain confidential information under this EAP Agreement. The access code or password for the PSS website, information disclosed at review sessions, and any Work Product are confidential information of Esri. Licensee data contained in the Esri PSS website database is confidential information of Licensee. Each party shall use the confidential information described above only for exchanging

information needed to provide the PSS contemplated by this EAP Agreement. Within sixty (60) days of termination of this EAP Agreement, each party shall return or destroy and provide a certification of destruction of the confidential information of the other party.

## 8.2 Work Product

- a. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Work Product delivered only in Secure Formats. For Work Product delivered in source code or other human-readable formats, Licensee will have met its obligations under this EAP Agreement if its disclosure of Work Product is limited to such items in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Work Product is withheld from such disclosure, and the person or entity in receipt of such Work Product similarly agrees not to perform such acts or allow others to do so.
- b. Except as provided in the preceding paragraph, Licensee shall not disclose the Work Product to employees or third parties without the advance written consent of Esri. However, Licensee may, without such consent, make such disclosures to employees to the extent reasonably required to allow Licensee to use the Software or Data in a manner authorized under applicable licenses.
- c. The disclosures permitted under this section shall not relieve Licensee of its obligation to maintain the Work Product in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Work Product to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this EAP Agreement and obtain their agreement to be bound by them.

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

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

## ARTICLE 9—PREMIUM SUPPORT SERVICES TERMS AND CONDITIONS

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

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

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

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

The PSC shall

- a. Be familiar with Licensee's GIS software architecture and infrastructure to perform the scope of support pursuant to this Article 9;

- b. Verify that all open Premium Support Incidents of Licensee are prioritized above Incidents opened pursuant to standard maintenance;
- c. Work closely with Senior Support Analysts toward the resolution of all open Premium Support Incidents; and
- d. Provide LAC with a daily status update on all open Premium Support Incidents or as agreed upon by PSC and Licensee.

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

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

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

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

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

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

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

Details of all PSS offerings can be found at [www.esri.com/services/pss/components.html](http://www.esri.com/services/pss/components.html).

### 9.8 PSS Restrictions and Exclusions

- a. *Excluded Software.* PSS is not available for third-party software. Esri is not responsible for errors attributable to third-party software used in conjunction with or built upon Software.
- b. *English Language.* All communications will be conducted in the English language except by agreement of both parties.
- c. *Acknowledgment.* Licensee acknowledges and agrees that the report of an error or defect of any Software is not a guarantee that it can or will be corrected. At Esri's sole discretion, Software is corrected on a priority basis and is subject to release schedules determined by Esri.
- d. *Hardware Support.* Esri does not provide support for hardware, including but not limited to, graphics cards, monitors, plotters, graphics printers, digitizers, and modems, except to answer questions regarding how standard, supported devices interface with Software.

e. *Exceptions to PSS.* The following are not covered by PSS:

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

## **ARTICLE 10—CONSULTING SERVICES SUPPORT TERMS AND CONDITIONS**

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

### **10.2 Patents and Inventions**

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

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

## **ARTICLE 11—TRAINING TERMS AND CONDITIONS**

Should Licensee choose to use Learning and Services Credits for training or coaching services, the terms of E207—Training Terms and Conditions, incorporated in the MPA, shall also apply.

## **ARTICLE 12—GENERAL PROVISIONS**

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

**12.2 Reserved.**

**12.3 Reserved.**

**12.4 Reserved.**

**12.5 Reserved.**

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

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

**12.8 UCC Inapplicability.** Any services provided under this EAP Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

**12.9 Assignment and Delegation.** Esri may, in whole or in part, assign any of its rights or delegate any performance under this EAP Agreement, provided that Esri shall remain responsible for the performance it delegates. This EAP Agreement binds and benefits successors or assigns permitted under this Section 12.9.

**12.10 Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release Software, Data, Web Services, or Documentation, in whole or in part, to (i) any US embargoed country (or to a national or resident of any US embargoed country); (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity where such export or reexport violates any US export control laws or regulations including, but not limited to, the terms of any export license or license exemption and any amendments and supplemental additions to US export laws as they may occur from time to time.

**12.11 Headers.** Headers are for convenience only and are not to be used in the interpretation of this EAP Agreement.



**ATTACHMENT 6  
IMPLEMENTATION SERVICES ADDENDUM  
FOR SERVICES PACKAGES**

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

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## **1. DEFINITIONS**

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

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

**"Services"** means consulting support being performed by Esri on a time and materials basis in exchange for compensation from Customer.

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

**"Services Package(s)"** means a predefined unit of Services provided at a firm fixed price, as stated in Esri's proposal.

## **2. OWNERSHIP AND GRANT OF LICENSE**

Except as specifically granted in this Addendum, Esri owns and retains all rights, title, and interest in Services Output. Subject to the terms and conditions in this Addendum, Esri grants to Customer a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce Services Output in connection with Customer's authorized use of Esri's COTS Software.

## **3. PATENTS AND INVENTIONS**

Esri and Customer will retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors ("Inventors") during the term of this Addendum. Esri and Customer will jointly own any Inventions made or conceived jointly by Inventors from both parties. Where Inventions are jointly owned, each joint owner will share equally the costs of acquiring protection for the Inventions and furnish the other joint owner with assistance reasonably required for acquiring protection. Neither Esri nor Customer may license, transfer, or sell its interest in jointly owned Inventions without the written consent of the other party, which will not be unreasonably withheld.

## **4. COMPENSATION**

Esri will perform and invoice Services on a firm fixed price basis, and the deliverable will be consultation time. Esri will invoice Customer for all Services Packages ordered upon receipt of a valid Customer Purchase Order/ordering document. The Purchase Order/ordering document will confirm the quantity and price of the Services Packages ordered, as described in Esri's proposal or quotation, and will reference Customer acceptance of this terms and conditions document. Esri standard payment terms are net 30 days from receipt of an Esri invoice. Payment will be made to the Esri address identified on the Esri invoice. For Services provided beyond the period of performance proposed or provided in a new calendar year, Esri reserves the right to increase the Services Package price in accordance with Esri's most current price schedule. Esri's obligation for completion of the Services proposed is limited to the hours outlined in the Services Package descriptions within Esri's statement of work. If additional time is required to complete Customer's goals or activities set forth in the applicable statement of work, Esri and Customer will amend the Purchase Order/ordering document, as mutually agreed, by increasing the quantity of Service Packages ordered and issuing a new or amended Purchase Order/ordering document. Esri may, at its sole discretion, stop work to avoid exceeding the total hours allotted in a specific Services Package. Unused labor hours or travel remaining after the performance of a Services Package will expire and not be available for performance at a later date. If funded Services Packages have not been performed within twelve (12) months of the Esri invoice date, the Services Package will expire, and no refund will be provided. Any amendment to the Purchase Order/ordering document to add Services Packages will not affect the rights or obligations of the parties under this Addendum.

## 5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of ninety (90) days from the date of performance that Services will substantially conform to the professional and technical standards of the software industry. If Services do not substantially conform to these standards, Customer may require Esri to reperform Services at no additional cost to Customer. Services Output is provided as is without warranty of any kind.

**Disclaimer of Warranties. With the exception of the limited warranty set forth in this Article, Esri disclaims and this Addendum expressly excludes all other warranties, express or implied, oral or written, including, without limitation, any and all warranties of merchantability or fitness for a particular purpose.**

**In addition to and without limiting the preceding paragraph, Esri does not warrant in any way Map Data. Map Data may not be free of nonconformities, defects, errors, or omissions; be available without interruption; be corrected if errors are discovered; or meet Customer's needs or expectations. Customer should not rely on any Map Data unless Customer has verified Map Data against actual data from documents of record, field measurement, or observation.**

## 6. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

**In no event will Esri be liable to Customer for procurement of substitute goods or services; lost profits; lost sales; business expenditures; investments; business commitments; loss of goodwill; or any indirect, special, exemplary, consequential, or incidental damages arising out of or related to this Addendum, however caused or under any theory of liability, even if Esri has been advised of the possibility of such damages.**

**Esri's total cumulative liability under this Addendum, from all causes of action of any kind, will in no event exceed the amount actually paid by Customer for services under this Addendum from which the liability directly arose.**

## 7. CONFIDENTIALITY

Services Output is Esri confidential information, and Customer will preserve and protect the confidentiality of Services Output. Customer agrees not to reverse engineer or decompile custom software delivered in object code, executable code, or similar formats (collectively, "Secure Formats"). For custom software delivered in source code or other human-readable formats, Customer will have met its obligations under this provision if its disclosure of custom software is limited to custom software in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling the custom software is withheld from such disclosure, and the person or entity in receipt of the custom software similarly agrees not to perform the prohibited acts described above or allow others to do so.

Except as provided in the preceding paragraph, Customer will not disclose Services Output to third parties without the advance written consent of Esri. Customer may make disclosures to Customer's employees to the extent reasonably required to allow Customer to use Services Output in a manner authorized under the applicable software licenses. Before disclosing all or any portion of Services Output to employees or third parties as permitted in the preceding sentence, Customer will inform its employees or third parties of the obligations in this Addendum and obtain their agreement to be bound by them. Customer must comply with Article 8 in making any permitted disclosures.

## 8. EXPORT CONTROLS

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

## 9. GENERAL PROVISIONS

**9.1 Nonsolicitation.** Neither party will directly solicit for hire any employee of the other party who is associated with Services called for under this Addendum during, and for a period of one (1) year after, project completion. In the event this provision is breached, liquidated damages equal to twelve (12) months of the employee's compensation, plus any legal expenses associated with the enforcement of this provision, will be paid by the breaching party to the aggrieved party. The foregoing will in no way restrict the parties from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

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

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

**9.4 Order of Precedence.** These terms and conditions will take precedence over any Customer terms and conditions included in Customer ordering or authorizing documents, such as purchase orders. Any additional terms or conditions in Customer ordering or authorizing documents will be void and may be incorporated into this Addendum only by written amendment signed by both parties.

**9.5 Equitable Relief.** Customer agrees that any breach of this Addendum by Customer may cause Esri irreparable damage. In the event of a breach, in addition to any and all remedies at law, Esri will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms in accordance with A.R.S. § 12-1801 without the requirement of posting a bond

**9.6 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Arizona without reference to its conflict of laws principles, except that US federal law shall govern in matters of intellectual property. Services shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**9.7 Entire Agreement.** This Addendum is the sole and entire agreement of the parties for Services and supersedes any previous agreements, understandings, and arrangements (including any purchase order terms and conditions) between the parties relating to the subject matter.