



# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

# CONTRACT



**Vendor ID 0000013792**  
**Environmental Systems Research**  
**Attn Customer Support**  
**380 New York St**  
**Redlands CA 923738100**  
**USA**

**Phone #: 888-377-4575**

<b>Contract ID</b> 0000000000000000000018726	<b>Page</b> 2 of 5	
<b>Contract Dates</b> 12/03/2010 to 12/31/2016	<b>Origin</b> CPS	
<b>Description:</b> GIS SOFTWARE AND SERVICE	<b>Contract Maximum</b> \$9,999,999.00	
<b>Buyer Name</b> Stephen A Fazekas	<b>Buyer Phone</b> 	<b>Contract Status</b> Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
06/13/2014,		and ESRI Exhibit 1, Scope of Use, E300 06/13/2014				
(6)		Esri MPA Price List, E417M (3Q2015)				
(7)		Custom Software, Technical Data, and Assistance License Addendum, E600 07/03/2012, including Attachment A-Sample Task Order and Attachment B- Time and Materials Rate Schedule (J-8410)				
(8)		Esri Client Site Training Terms and Conditions, E207CWM 12/06/2012				
(9)		Esri Implementation Services Addendum For Services Packages, G363DM 02/03/2012				
(10)		Esri Enterprise Advantage Program Agreement, E125M-MPA 08/30/2012				
(11)		Esri Premium Support Services Agreement, E601M 06/13/2014				

**DELIVERY:** LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR. DELIVERY AND ACCEPTANCE OF ALL PROFESSIONAL SERVICES SHALL BE GOVERNED BY CONTRACTOR'S RESPECTIVE TERMS AND CONDITIONS FOR SERVICES PACKAGES, PROFESSIONAL SERVICES AND ENTERPRISE ADVANTAGE PROGRAM TERMS AND CONDITIONS AS INCORPORATED IN THIS AMENDMENT.

**PRICING:** PRICING FOR PROFESSIONAL SERVICES SHALL BE IN ACCORDANCE WITH THE APPLICABLE TIME AND MATERIALS RATES AS PROVIDED IN ATTACHMENT B OF THE E600M DOCUMENT AS INCORPORATED IN THIS CONTRACT.

**QUALITY:** ALL SOFTWARE PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

**METHOD OF ORDERING:** PURCHASE ORDERS OR TASK ORDERS MAY BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED. ORDERS MAY BE PLACED ON-LINE, VIA PHONE, FAX, OR WRITTEN ORDERS MAY BE SENT TO:

Esri CUSTOMER SERVICE, 380 NEW YORK STREET, REDLANDS CA, 92373

ORDERS MAY ALSO BE PLACED THROUGH THE Esri ACCOUNT SALES REPRESENTATIVE. THE CURRENT REP IS CHRIS FRENCH, cfrench@esri.com , AT PHONE 1 978-777-4543, ext. 8415. ACCOUNT INFORMATION CAN BE FOUND BY CONTACTING ANTJE RILEY IN CUSTOMER SERVICE AT 888-377-4575, OPTION 1, EXTENSION 1679 OR ONLINE AT <http://customers.esri.com>. TASK ORDERS FOR PROFESSIONAL SERVICES SHALL BE IN ACCORDANCE WITH ATTACHMENT A OF THE E600M DOCUMENT HEREBY INCORPORATED IN THIS CONTRACT THE FORMAT OF A TASK ORDER FOR PROFESSIONAL SERVICES IS AS DELINEATED IN EXHIBIT A OF THE E600 DOCUMENT.

**INVOICING:** ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

**CANCELLATION:** THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT. CANCELLATION OF PROFESSIONAL SERVICES SHALL BE IN ACCORDANCE WITH THE TERMINATION PROVISIONS AS CONTAINED IN ARTICLE 12 OF THE E600M DOCUMENT.

**DEFAULT:** IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES.

**REPORTING REQUIREMENTS:** CONTRACTORS WILL BE REQUIRED TO SUBMIT A QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD.

WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

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<b>Buyer Name</b> Stephen A Fazekas	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

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REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15

REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

TOWNS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS. Esri REQUIRES POLITICAL ENTITIES TO INCORPORATE THE TERMS AND CONDITIONS OF THE STATE / Esri CONTRACT INTO ITS PURCHASE ORDERS. NOTE ESRI DOES OFFER SPECIAL PURCHASING PROGRAMS FOR EDUCATIONAL ENTITIES WHICH ARE OUTSIDE THE SCOPE OF THIS CONTRACT.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

PERFORMANCE MEASURES:

THE FOLLOWING PERFORMANCE MEASURES ARE ADDED TO THIS CONTRACT:

1. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THE QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES TO THE CONTRACTS STATUS.

2. TECHNICAL SUPPORT: THE CONTRACTOR MUST RESPOND TO CUSTOMER REQUESTS FOR TECHNICAL SUPPORT IN A TIMELY MANNER. Esri's "TECHNICAL SUPPORT RESPONSE TIME WILL DEFINE THE TECHNICAL RESPONSE EXPECTATIONS. WHEN A TECHNICAL SUPPORT ISSUE IS RAISED Esri WILL ASSESS THE SEVERITY BASED ON THE CRITERIA SET FORTH BELOW:

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

Severity Criteria Response Time Status Updates

Critical: Causes a severe impact to business operations (e.g., critical business processes are disabled). No workaround available. Six (6) business hours. Esri will provide status every business day until closure of the Technical Support Incident.

High: Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data). No stable workaround available. Eight (8) business hours. Esri will provide status every business day until closure of the Technical Support Incident.

Medium: Causes a minor impact to business operations. Two (2) business days. Esri will provide status every

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three (3)		business days until closure of the Technical Support Incident.				

Routine: Causes little or no impact to business operations. Two (2) business days. Esri will provide status every five (5) business days until closure of the Technical Support Incident.

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.

ESRI AND THE STATE OF VERMONT, IN AN EFFORT TO MAKE ADJUSTMENTS TO THE AGREEMENT, ATTEMPTED TO NEGOTIATE AMENDMENT #1 WHICH WAS NEVER EXECUTED, AS A RESULT OF THAT NEGOTIATION, THE PARTIES ARE AGREED TO INCORPORATE THE FOLLOWING CONTRACT ADJUSTMENTS. Said adjustments were effective January 1, 2013. The parties agree the STATE OF VERMONT STILL HAS TWO ADDITIONAL ONE-YEAR RENEWAL OPTIONS.

Order of Precedence; Contractor Documentation; New & Updated Products. The parties specifically agree that any language or provisions contained in any "shrinkwrap," "clickwrap" or other electronic and/or paper version of any Contractor document that may accompany or relate to Contractor software or services is of no force and effect if such language or provisions conflict with or purport to amend the terms of this Contract.

Notwithstanding the foregoing, the parties specifically agree that Contractor's Exhibit 1, Scope of Use (including any incorporated web links and/or third-party flow-down terms and conditions), may be revised on an as-required basis, as delivered with the software or service, or as found on Contractor's web site. However, in no event shall any Contractor document, including Exhibit 1, Scope of Use and any revisions, and any paper or electronic version thereof that may be required in connection with the software or services contemplated by the terms of this Contract: (a) require indemnification by the State of the Contractor; (b) waive the State's right to a jury trial; (c) establish jurisdiction in any venue other than the Superior Court of the State of Vermont, Washington County Division; (d) designate a governing law other than the laws of the State of Vermont; (e) constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State's sovereign status or under the Eleventh Amendment to the United States Constitution; or (f) limit the time within which an action may be brought hereunder.

New or updated Products, or the furnishing of registration/authorization numbers or access codes, may require additional or new terms prior to installation and use/access by the State or the Licensee. Delivery of such items may be delayed until the License Agreement is amended as provided for herein with appropriate license changes that are customarily provided to all Licensees for such new or updated Products.

THE PRICING DISCOUNT REMAINS THE SAME AND Esri WILL UTILIZE THEIR ESRI MPA PRICE LIST IN EFFECT AT THE TIME OF ORDER PLACEMENT.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CONTRACT ATTACHMENTS C (Standard Contract Provisions for Contracts and Grants as modified for contract # 18726) AND ATTACHMENT D (Commodity Purchases Terms and Conditions as modified for contract #18726) CONTINUE TO APPLY.

PRICING CAN BE ATTAINED BY CONTACTING ANTJE RILEY IN CUSTOMER SERVICE AT 888-377-4575, OPTION 1, EXTENSION 1679 OR ONLINE AT <http://customers.esri.com>, OR BY CONTACTING THE LOCAL SALES REPRESENTATIVE, CHRIS FRENCH, AT PHONE 978-777-4543 [cfrench@esri.com](mailto:cfrench@esri.com)

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

Stephen Fazekas  
Technology Procurement Administrator  
Office of Purchasing & Contracting  
10 Baldwin Street  
Montpelier, VT 05633-7501  
E-Mail: [Stephen.Fazekas@state.vt.us](mailto:Stephen.Fazekas@state.vt.us)

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<b>Contract ID</b> 00000000000000000000000018720		<b>Page</b> 5 of 5
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Phone: 802-828-2210 Fax: 802-828-2222						

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: \_\_\_\_\_  
 Signature: E-SIGNED by Michael J. Obuchowski  
                   on 2016-03-15 13:25:29 GMT  
 Name: \_\_\_\_\_

**Michael J. Obuchowski**

Title: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Commissioner**  
**Building & General Services**

By the CONTRACTOR

Date: 11/24/15  
 Signature: [Handwritten Signature]  
 Name: \_\_\_\_\_

**Chris Johnson**  
 Manager, Commercial & Government Contracts

Title: \_\_\_\_\_  
 Email: Contracts-hfp@estinc.com

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS**

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in

the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**13. Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
16. **No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

**State of Vermont**  
**ATTACHMENT D: Commodity Purchases Terms and Conditions**

1. **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
2. **Responses:** Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. **ALL SUBMISSIONS MUST BE SIGNED.**
3. **Prices:** Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.
4. **Taxes:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
5. **Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
6. **Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.
7. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.
8. **Method of Award:** Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the State and/or to products raised or manufactured in the State.
9. **Default:** In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
10. **Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.
11. **Delivery:** Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain the property of the State unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.
12. **Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.

13. **Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
14. **Amendments:** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.
15. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 V.S.A., Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
16. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.
17. **Attachment C, Section 6 is deleted in its entirety and replaced with the following:**

The Party will act in an independent capacity and not as officers or employees of the State.

Party shall defend the State and its officers and employees against all claims or suits for injury, illness, death or destruction of tangible or real property, or intellectual property (except for data not subject to a reasonable back-up program), arising in whole or in part from any act or omission of the Party or of any agent of the Party in the course of performance under this Agreement. The preceding statement and obligation of the Party is not intended to extend, alter, or expand (in any way) the Party's underlying liability for such acts or omissions beyond the generally accepted standards for negligent (or willful) conduct. However, it is the State's intent to make it clear that Party's duty to defend the State is broad and comprehensive and is "triggered automatically" upon receiving notice from the State as described below and the Party understands that the duty to defend is not contingent upon a finding by a court of competent jurisdiction that the claim or suit arose in whole or in part from a negligent act of the Party.

The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit as described above.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. Upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party, The Party shall be entitled to recoup a proportionate share of those costs from the State in accordance with generally accepted standards for allocating liability between joint tortfeasors.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any negligent act or omission or willful misconduct of the Party. Party's obligation to indemnify the State and its officers and employees does not extend to damages or losses.



MASTER PURCHASE AGREEMENT  
(E500M 10/29/2013)

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

STATE AND LOCAL MPA TERMS AND CONDITIONS  
(E500M 10/29/2013)

ARTICLE 1—DEFINITIONS

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

- a. **"Authorized Entity"** means an agency, department, division, or political subdivision of the governmental entity authorized by Customer to order and acquire Products, Product-related services, training, and third-party hardware under this Agreement.
- b. **"License Agreement"** means the General License Terms and Conditions (E204M) and Exhibit 1, Scope of Use (E300).
- c. **"Licensee"** means the Customer or an Authorized Entity that places orders pursuant to this Agreement.
- d. **"Products"** means Software, Data, Online Services, and Documentation.

ARTICLE 2—TERM OF AGREEMENT

Reserved.

ARTICLE 3—PRODUCT OFFERINGS

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

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

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

The license grant and permitted uses specified in Article 3 and Article 4 of the License Agreement are restricted to use within the 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—TERMINATION; CANCELLATION

5.1 Termination

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

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

**5.2 Cancellation of an Order.** Purchase orders, other than for the initial purchase, may be canceled by Licensee in whole or in part, upon forty-five (45) days' written notice to Esri. There will be no cancellation charge for canceled Products unless such Products have been delivered. If Products have been shipped, the cancellation will require Licensee payment of return shipping costs. Licensee has the right to cancel hardware purchases forty-five (45) days prior to scheduled delivery without cost. After hardware delivery or within forty-five (45) days of scheduled delivery, cancellation of the hardware purchase is subject to a manufacturer cancellation charge not to exceed thirty-five percent (35%) of hardware list price. There are no refunds for cancellation of a subscription or maintenance if the term for the subscription or maintenance has started.

## ARTICLE 6—NO MINIMUM PURCHASE

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

## ARTICLE 7—ORDERS

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

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

- a. Name or identification of Licensee, place of delivery, and the end-user name and contact information
- b. Purchase order number
- c. Primary site for maintenance if primary maintenance is *not* ordered
- d. Quantity, description, and unit price
- e. On the face of the purchase order, print the following statement: "Subject to Master Purchase Agreement No. (2010MPA7084)."

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

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

## ARTICLE 8—ESRI AUTHORIZED RESELLER ORDERS

**8.1 Criteria to Order from Reseller.** Licensee may purchase certain Products from an authorized Esri reseller under the terms of this Agreement if the following requirements are satisfied:

- a. The quotation for Products and the selection of the Esri reseller must comply with all applicable state and local public procurement laws and regulations;
- b. The Esri reseller must be a member of the Esri Business Partner Program in good standing at the time the Esri reseller places the order with Esri and be authorized to provide Products ordered as defined at Esri website <http://gis.esri.com/partners/index.html>. Select "Resellers" to view the authorized resellers and Products they are authorized to provide; and

- c. The Licensee purchase order forwarded by the reseller to Esri must list the information requested in Section 7.2, the Esri reseller name, and the Product MPA pricing [Reseller must use MPA pricing to use this Agreement.].

**8.2 Order Process.** If all conditions of sale under this Agreement are met, Esri will accept the order and the authorized reseller will receive a sales commission. Esri will deliver Products directly to Licensee, invoice, and receive payment for any such order. If Esri does not accept the order, Licensee may enter into a direct transaction with the Esri reseller, and the order will not be processed under this Agreement.

**8.3 Esri Reseller List.** Upon request, the Esri regional office will provide Licensee with a list of authorized Esri resellers in good standing that do business in Licensee's state.

## ARTICLE 9—PRICING

**9.1 Pricing.** Esri will provide Products, Product-related services, professional services, third-party hardware, maintenance, and training specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated Esri Price List are exclusive of shipping, installation, and applicable taxes. Esri may update the MPA Price List no more than once each calendar quarter upon e-mail notice to Customer.

**9.2 Hardware.** Hardware purchases will be processed in accordance with procedures in Article 12, Hardware Purchases. Esri is subject to hardware vendors' price fluctuations; however, Esri shall provide a firm quote for hardware valid for sixty (60) to ninety (90) days upon written request. Licensee shall confirm delivery dates with Esri's hardware manager prior to placing orders.

**9.3 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 (E600) 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. 1546.

**9.4 Training Services.** Training will be provided in accordance with the policies defined under "Education and Training" at <http://www.esri.com> and 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.

**9.5 Freight.** Freight terms are FOB destination with freight charges prepaid and added to the invoice. Standard shipping is by two (2)-day air via UPS or equivalent carrier. Expedited express delivery for Products can be arranged. Shipping and handling charges may be confirmed in advance; the Esri invoicing program will incorporate the current fees automatically. There may be periodic changes due to fluctuations in the transportation industry fees.

## ARTICLE 10—MAINTENANCE

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

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

## ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

**11.1 Terms of Compensation.** Products and hardware will be invoiced one hundred percent (100%) upon delivery or supply of download codes. Online services will be invoiced one hundred percent (100%) upon issuance of authorization codes.

Software and hardware installation, as applicable, will be invoiced upon completion. Training services shall be invoiced on the first day of class. Licensee agrees to pay each invoice in full within thirty (30) days of receipt of a valid invoice.

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

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

## ARTICLE 12—HARDWARE PURCHASES

**12.1 Hardware Purchase Procedures.** Esri is a value-added hardware reseller. Licensee acknowledges that Esri is restricted from selling hardware to any user who has not licensed Products.

Esri shall provide hardware prices by written quotation prior to issuance of an order. Esri will order hardware upon receipt of Licensee's purchase order.

### 12.2 Responsibilities

- a. **Licensee Responsibilities.** Licensee shall designate a person to act as its system administrator. Prior to the start date for installation, Licensee shall, at its own expense, prepare the designated site in accordance with the hardware manufacturer's or third-party vendor's ("Vendor's") specifications. These preparations shall include installation of appropriate electrical wiring, air conditioning, heating, humidity control, lighting, and space for hardware components.
- b. **Esri Responsibilities.** Esri shall coordinate the shipping, insurance, and delivery of the various hardware components.

**12.3 Manufacturer's Warranty and Infringement Indemnity.** Esri will pass through any hardware warranty and infringement indemnity from each respective manufacturer directly to Licensee. The Vendor's hardware is not designed for use in fail-safe environments or mission-critical applications such as, but not limited to, running nuclear operations, airport/aircraft control systems, or 911 emergency and life support response systems.

THE WARRANTIES AND INDEMNITIES SET FORTH IN THIS SECTION 12.3 FOR HARDWARE ARE IN LIEU OF, AND THIS AGREEMENT EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT THE HARDWARE IS FAULT-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND PRODUCT CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

## ARTICLE 13—GENERAL PROVISIONS

**13.1 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:

See signature page (E500M)

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 14—CONFIDENTIALITY**

Subject to Licensee's open records act, Product and services pricing information, including applicable discount rates, is considered by Esri to be confidential and proprietary information. Except to support authorized license acquisitions or as may be required by law or court order, recipient shall not copy, disclose to any third party, or use any pricing information for other purposes or programs. Esri gives permission to Licensee to maintain the MPA Price List or Services Rate Schedule on the Licensee's intranet, subject to password protection.

This Article survives the expiration or termination of this Agreement.

## **ARTICLE 15—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**  
(E204M 06/13/2014)

This License Agreement is between you ("Licensee") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

**GENERAL LICENSE TERMS AND CONDITIONS**

**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 Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.
- d. "Content" has the meaning provided in Addendum 3.
- e. "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, whether bundled with Software and Online Services or delivered independently.
- f. "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.
- g. "Documentation" means all user reference documentation that is delivered with the Software.
- h. "Online Services" means any Internet-based geospatial system, including applications and associated APIs, but excluding Data or Content, hosted by Esri or its licensors, for storing, managing, publishing, and using maps, data, and other information.
- i. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- j. "Perpetual License" means a license to use a version of a Product for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.
- k. "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this License Agreement.
- l. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- m. "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the Online Services being consumed. As Online Services are consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available. Additional Service Credits can be purchased as described in Addendum 3 (also available at <http://www.esri.com/legal>).
- n. "Software" means all or any portion of Esri's proprietary software technology, excluding Data, accessed or downloaded from an Esri-authorized website or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- o. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.
- p. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.

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

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

## ARTICLE 3—GRANT OF LICENSE

**3.1 Grant of License.** Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid; (ii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor; and (iii) for the applicable Term or, if no Term is applicable or identified, until terminated in accordance with Article 5. In addition to the Scope of Use in Article 4, Exhibit 1—Scope of Use (E300) applies to specific Products. Addendum 1, Addendum 2, Addendum 3, and Addendum 4 collectively comprise Exhibit 1—Scope of Use (E300) and are also available at <http://www.esri.com/legal/software-license>. Addendums only apply to Products specifically identified within an Addendum. Exhibit 1—Scope of Use (E300) includes Addendums for the following Product types, which are incorporated by reference:

- a. *Software.* Terms of use for specific Software products are set forth in Addendum 1.
- b. *Data.* Data terms of use are set forth in Addendum 2.
- c. *Online Services.* Terms of use for Online Services are set forth in Addendum 3.
- d. *Limited Use Programs.* Terms of use for noncommercial, nonprofit, educational, or other limited-use programs are set forth in Addendum 4.

**3.2 Evaluation and Beta Licenses.** Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Esri or distributor maintenance.

## ARTICLE 4—SCOPE OF USE

### 4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may
  1. Install and store Products on electronic storage device(s);
  2. Make archival copies and routine computer backups;
  3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the deployment of either version does not exceed Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity;
  4. Move the Software in the licensed configuration to a replacement computer; and
  5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.
- b. *Commercial Application Service Provider Use.* Licensee may use the Product for Commercial ASP Use provided that Licensee (i) acquires a Commercial ASP Use license, or (ii) is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit.
- c. Licensee may customize Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in Documentation.
- d. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and distribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors: "Portions of this document include intellectual property of Esri and its licensors and are

used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Esri and its licensors. All rights reserved."

- e. *Font Components.* All fonts provided with a Product may be used with the authorized use of any Products. Esri fonts may also be separately used to print any output created by Products. Additional use restrictions for third-party fonts included with a Product are set forth in the font file itself.
- f. *Consultant or Contractor Access.* Subject to Section 3.1, Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited.
- g. Licensee may use, copy, reproduce, publish, publicly display, or redistribute map images and reports containing map images derived from the use of Esri Product(s) in hard copy or static, electronic formats (e.g., PDF, GIF, JPEG) to third parties subject to restrictions set forth in this License Agreement, provided that Licensee affixes an attribution statement to the map images acknowledging Esri and/or its applicable licensor(s) as the source of the portion(s) of the Data used for the map images. For avoidance of doubt, any data that is supplied or used by Licensee in its use of the Product(s) that is not Data shall be and remain the property of Licensee or its third-party licensor(s).

**4.2 Uses Not Permitted.** Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not

- a. Sell, rent, lease, sublicense, lend, time-share, assign, or use Products for Commercial ASP Use or service bureau purposes;
- b. Provide third parties with direct access to Products so that the third parties may use the Product directly, develop their own GIS applications, or create their own solutions in conjunction with the Product;
- c. Distribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- d. Distribute Authorization Codes to third parties;
- e. Reverse engineer, decompile, or disassemble Products;
- f. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- g. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Products in violation of Esri's or a third party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- h. Remove or obscure any Esri (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- i. Unbundle or independently use individual or component parts of Software, Online Services, or Data;
- j. Incorporate any portion of the Product into a product or service that competes with any Product;
- k. Publish or in any other way communicate the results of benchmark tests run on Beta without the prior written permission of Esri and its licensors; or
- l. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with any Product in a manner that would subject such code or any part of the Product to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

## ARTICLE 5—TERM AND TERMINATION

This License Agreement is effective upon acceptance. Licensee may terminate this License Agreement or any Product license at any time upon written notice to Esri. Either party may terminate this License Agreement or any license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure. Upon termination of the License Agreement, all licenses granted hereunder terminate as well. Upon termination of a license or the License Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

## ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

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

**6.2 Special Disclaimer.** CONTENT, DATA, SAMPLES, HOT FIXES, PATCHES, UPDATES, ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

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**EXHIBIT 1  
SCOPE OF USE  
(E300 06/13/2014)**

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

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

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2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics:* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but is not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:
- a. HERE data is subject to the terms of use at [http://corporate.navteq.com/supplier\\_terms.html](http://corporate.navteq.com/supplier_terms.html). HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
  - b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:
- a. HERE data is subject to the terms of use at [http://corporate.navteq.com/supplier\\_terms.html](http://corporate.navteq.com/supplier_terms.html).
  - b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
  - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
  - d. BODC bathymetry data is subject to the terms of use found at [https://www.bodc.ac.uk/data/online\\_delivery/gebco/terms\\_of\\_use/](https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/).
4. *Business Analyst Data; Location Analytics Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:
- a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst

(Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API, with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.

- b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.
  - c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.
  - d. HERE data is subject to the terms of use at [http://corporate.navteq.com/supplier\\_terms.html](http://corporate.navteq.com/supplier_terms.html).
  - e. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
  - f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
  - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business Summary, Business Locations, Retail MarketPlace, and Tapestry Segmentation datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:
- **Single Use**: Permits access by a single user to access the data for development or internal use on a desktop computer or server. No Internet access is permitted.
  - **Internal Site/Server—Known User**: Permits access by named (known) users for Licensee's internal use. Web access by those named users is permitted.
  - **Public website (noncommercial)—Constituent-Served Model**: Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
  - **Public website (commercial) Known User**: Permits Licensee to use the Data in an externally facing Value-Added Application for use by named users and to generate revenue from such Value-Added Application.
  - **Public website (commercial) Anonymous User**: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.
6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.
- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/redistribution-rights>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
  - b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

7. Reserved.
8. Reserved.
9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
  - a. HERE data is subject to the terms of use at [http://corporate.navteq.com/supplier\\_terms.html](http://corporate.navteq.com/supplier_terms.html).
  - b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
  - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
  - d. D&B Data: May not be used for direct mailing or direct marketing purposes.
10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
  - a. HERE traffic data is subject to the terms of use at [http://corporate.navteq.com/supplier\\_terms.html](http://corporate.navteq.com/supplier_terms.html).
  - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
  - c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
  - d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
  - e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
  - f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

**ADDENDUM 3  
ONLINE SERVICES ADDENDUM  
(E300-3)**

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing 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.

**2.5 Evaluations.** Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF

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

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

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

### ARTICLE 3—TERM AND TERMINATION

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

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

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

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

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

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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 consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri reserves the right to suspend Licensee's account when consumption reaches one hundred percent (100%) of the Service Credits allocated to Licensee's subscription. Licensee's access to the account will be restored immediately upon the completion of Licensee's purchase transaction for additional Service Credits for the subscription account.

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

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

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

**SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES**

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

<ul style="list-style-type: none"> <li>▪ ArcGIS Online (1; 2; <u>Addendum 2, Note 1; Addendum 2, Note 6</u>)</li> <li>▪ Esri Business Analyst Online (3; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>)</li> <li>▪ Business Analyst Online Mobile (3; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>)</li> <li>▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>)</li> <li>▪ Community Analyst (3; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>)</li> <li>▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>)</li> <li>▪ Esri Redistricting Online (<u>Addendum 2, Note 1</u>)</li> <li>▪ Esri MapStudio (4; <u>Addendum 2, Note 1; Addendum 2, Note 9</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.

Additional Terms of Use for Products listed above:

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

- c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
  - i. Licensee is also permitted to:
    - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and
    - (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
      - (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
      - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
      - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
      - (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NPO/NGO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NPO/NGO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.
- e. For ArcGIS Online Public Plan accounts:
  - i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
    - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
  - ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- f. For ArcGIS Online Development and Testing Plan accounts:
  - i. Subject to the terms of this License Agreement, Licensee is permitted to:
    - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
      - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).
  - ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.

- g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
  - i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.
  - h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
    - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
  - i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.
- 2. Terms of Use for ArcGIS Online Services:
  - a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
  - b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.
- 3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Licensee's external websites.
- 4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in Addendum 2, Note 1.
- 5. Licensee may develop Value-Added Applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's Value-Added Applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's Value-Added Applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing Value-Added Applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's Value-Added Application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).

**ADDENDUM 4  
LIMITED USE PROGRAMS  
(E300-4)**

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 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 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

<ul style="list-style-type: none"> <li>▪ Educational Programs (1)</li> <li>▪ Grant Programs (2)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Home Use Program (3)</li> <li>▪ Other Esri Limited Use Programs (4)</li> </ul>
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Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any administrative use unless Licensee has acquired an administrative use Term License. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes. Except for cost recovery of using and operating the Products, Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program:*
  - a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/software/arcgis/arcgis-for-home> or Licensee's authorized distributor's website.
  - b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License, without the authorization to install or use a second copy, solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "**Noncommercial**" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
  - c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.  
  
Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.
4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.

**State of Vermont  
MPA Price List  
E417M—3Q2015**

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	\$8,910.00
	ArcGIS for Desktop Standard Concurrent Use License	\$6,300.00
	ArcGIS for Desktop Basic Concurrent Use License	\$3,150.00
<b>1</b>	<b>ArcGIS for Desktop Concurrent Use Licenses Maintenance</b>	
	Primary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License	\$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$700.00
	Secondary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$500.00
<b>1</b>	<b>ArcGIS for Desktop Extensions Concurrent Use Licenses</b>	
	ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS 3D Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Publisher for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Data Interoperability for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Network Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Schematics for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Workflow Manager for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Data Reviewer for Desktop Concurrent Use License	\$2,250.00
<b>1</b>	<b>ArcGIS for Desktop Extensions Concurrent Use Licenses Maintenance</b>	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$200.00

<b>1</b>	<b>ArcGIS for Desktop Single Use Licenses</b>	
	ArcGIS for Desktop Advanced Single Use License	\$8,910.00
	ArcGIS for Desktop Standard Single Use License	\$6,300.00
	ArcGIS for Desktop Basic Single Use Unkeyed License	\$1,350.00
	ArcGIS for Desktop Basic Single Use Keyed License	\$1,350.00
<b>1</b>	<b>ArcGIS for Desktop Single Use Licenses Maintenance</b>	
	Primary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,500.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$2,100.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$1,800.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$400.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$300.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$900.00
<b>1</b>	<b>ArcGIS for Desktop Advanced Extensions Single Use Licenses</b>	
	ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Network Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Schematics for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Publisher for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$2,250.00
<b>1</b>	<b>ArcGIS for Desktop Extensions Single Use Licenses</b>	
	ArcGIS Spatial Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS 3D Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS Geostatistical Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS Publisher for Desktop Single Use License	\$2,250.00
	ArcGIS Tracking Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS Data Interoperability for Desktop Single Use License	\$2,250.00
	ArcGIS Network Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS Schematics for Desktop Single Use License	\$2,250.00
	ArcGIS Workflow Manager for Desktop Single Use License	\$2,250.00
	ArcGIS Data Reviewer for Desktop Single Use License	\$2,250.00
<b>1</b>	<b>ArcGIS for Desktop Advanced Extensions Single Use Licenses Maintenance</b>	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$500.00

	Secondary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$200.00
<b>1</b>	<b>ArcGIS Upgrades</b>	
	ArcGIS for Desktop Basic Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,800.00
<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	\$4,950.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,950.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,560.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,560.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$3,150.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,760.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,760.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,610.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,610.00
<b>1</b>	<b>Esri Roads and Highways</b>	
	Esri Roads and Highways for Desktop Concurrent Use License	\$9,000.00
	Esri Roads and Highways for Desktop Single Use License	\$9,000.00
	Annual Maintenance for Esri Roads and Highways for Desktop Concurrent Use License	\$2,500.00
<b>2</b>	<b>Esri Mapping and Charting</b>	
	Esri Production Mapping Concurrent Use License	\$9,000.00
	Esri Production Mapping Single Use License	\$9,000.00
	Annual Maintenance for Esri Production Mapping Concurrent Use License	\$2,500.00

	Annual Maintenance for Esri Production Mapping Single Use License	\$2,500.00
	Esri Defense Mapping Concurrent Use License	\$9,000.00
	Esri Defense Mapping Single Use License	\$9,000.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Defense Mapping Single Use License	\$2,500.00
	ArcGIS for Aviation: Airports Concurrent Use License	\$4,500.00
	ArcGIS for Aviation: Airports Single Use License	\$4,500.00
	Annual Maintenance for ArcGIS for Aviation: Airports Concurrent Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Aviation: Airports Single Use License	\$1,250.00
	ArcGIS for Aviation: Charting Concurrent Use License	\$9,000.00
	ArcGIS for Aviation: Charting Single Use License	\$9,000.00
	Annual Maintenance for ArcGIS for Aviation: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Aviation: Charting Single Use License	\$2,500.00
	ArcGIS for Maritime: Charting Concurrent Use License	\$9,000.00
	ArcGIS for Maritime: Charting Single Use License	\$9,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Charting Single Use License	\$2,500.00
	ArcGIS for Maritime: Bathymetry Concurrent Use License	\$4,500.00
	ArcGIS for Maritime: Bathymetry Single Use License	\$4,500.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Concurrent Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Single Use License	\$1,250.00
<b>2</b>	<b>Esri Mapping and Charting Solutions Bundles</b>	
	ArcGIS for Aviation: Airports Bundle Single Use License	\$9,450.00
	ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$9,450.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Single Use License	\$2,750.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$2,750.00
	ArcGIS for Aviation: Charting Bundle Single Use License	\$18,450.00
	ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$18,450.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Single Use License	\$6,500.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$6,500.00
	ArcGIS for Maritime: Charting Bundle Single Use License	\$16,830.00
	ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$16,830.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Single Use License	\$6,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$6,000.00
	ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$11,250.00
	ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$11,250.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$3,350.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$3,250.00
<b>3</b>	<b>Esri CityEngine</b>	
	Esri CityEngine Advanced Concurrent Use License	\$3,600.00
	Esri CityEngine Advanced Single Use License	\$3,600.00
	Esri CityEngine Basic Single Use License	\$450.00
	Primary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$675.00
	Primary Maintenance for Esri CityEngine Advanced Single Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Single Use License	\$675.00
	Primary Maintenance for Esri CityEngine Basic Single Use License	\$100.00
	Secondary Maintenance for Esri CityEngine Basic Single Use License	\$85.00

3	<b>Esri CityEngine Product Upgrades</b>	
	Esri CityEngine Advanced Concurrent Use or Single Use License Upgrade from Basic Single Use License	\$3,150.00
4	<b>Esri Developer Technology</b>	
4	<b>ArcGIS Engine Licenses</b>	
	ArcGIS Engine Single Use License	\$450.00
	ArcGIS Engine Concurrent Use License	\$1,125.00
	ArcGIS Engine Concurrent Use License Upgrade from ArcGIS Engine Single Use License	\$732.00
	Annual Maintenance for ArcGIS Engine Single Use License (without extensions)	\$100.00
	Annual Maintenance for ArcGIS Engine Single Use License (with one or more extensions)	\$400.00
	Primary Maintenance for ArcGIS Engine Concurrent Use License	\$250.00
	Secondary Maintenance for ArcGIS Engine Concurrent Use License	\$185.00
4	<b>ArcGIS Engine Extensions Single Use Licenses</b>	
	ArcGIS 3D Analyst for Engine Single Use License	\$900.00
	ArcGIS Spatial Analyst for Engine Single Use License	\$900.00
	ArcGIS Geodatabase Update for Engine Single Use License	\$900.00
	ArcGIS Network Analyst for Engine Single Use License	\$900.00
	ArcGIS Schematics for Engine Single Use License	\$900.00
	ArcGIS Tracking Analyst for Engine Single Use License	\$900.00
	ArcGIS Data Interoperability for Engine Single Use License	\$900.00
4	<b>ArcGIS Engine Extensions Concurrent Use Licenses</b>	
	ArcGIS 3D Analyst for Engine Concurrent Use License	\$900.00
	ArcGIS Spatial Analyst for Engine Concurrent Use License	\$900.00
	ArcGIS Geodatabase Update for Engine Concurrent Use License	\$900.00
	ArcGIS Network Analyst for Engine Concurrent Use License	\$900.00
	ArcGIS Schematics for Engine Concurrent Use License	\$900.00
	ArcGIS Tracking Analyst for Engine Concurrent Use License	\$900.00
	ArcGIS Data Interoperability for Engine Concurrent Use License	\$900.00
4	<b>ArcGIS Engine Extensions Maintenance</b>	
	Primary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$150.00
4	<b>ArcGIS Runtime</b>	
	ArcGIS Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$4,884.00
	Annual Maintenance for ArcGIS Runtime Standard 25-Pack Single Use Deployment License	\$1,000.00
4	<b>ArcGIS Extensions for ArcGIS Runtime</b>	
	ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,770.00
	ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,770.00

	ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,770.00
	Annual Maintenance for ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
	Annual Maintenance for ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
	Annual Maintenance for ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
<b>4</b>	<b>Esri Developer Network (EDN)</b>	
<b>4</b>	<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	\$1,953.00
	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
<b>4</b>	<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	\$2,442.00
<b>4</b>	<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	\$1,953.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard License	\$977.00
<b>4</b>	<b>EDN Other</b>	
	Technical Support (10 calls) for EDN	\$2,000.00
	Instructor-Led Training (5 days) for EDN	\$2,420.00
<b>5</b>	<b>ArcGIS for Server Enterprise</b>	
<b>5</b>	<b>ArcGIS for Server Enterprise Advanced</b>	
	ArcGIS for Server Enterprise Advanced (up to four cores)	\$36,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores)	\$10,000.00
	ArcGIS for Server Enterprise Advanced (additional cores)	\$9,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores)	\$2,500.00
<b>5</b>	<b>ArcGIS for Server Enterprise Standard</b>	
	ArcGIS for Server Enterprise Standard (up to four cores)	\$18,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores)	\$5,000.00
	ArcGIS for Server Enterprise Standard (additional cores)	\$4,500.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores)	\$1,250.00
<b>5</b>	<b>ArcGIS for Server Enterprise Basic</b>	
	ArcGIS for Server Enterprise Basic (up to four cores)	\$9,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores)	\$3,000.00
	ArcGIS for Server Enterprise Basic (additional cores)	\$2,250.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores)	\$750.00
<b>5</b>	<b>ArcGIS for Server Workgroup Advanced</b>	
	ArcGIS for Server Workgroup Advanced (up to two cores)	\$9,000.00
	Annual Maintenance for ArcGIS for Server Workgroup Advanced (up to two cores)	\$2,500.00
	ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	\$4,500.00

	Annual Maintenance for ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	\$1,250.00
5	<b>ArcGIS for Server Workgroup Standard</b>	
	ArcGIS for Server Workgroup Standard (up to two cores)	\$4,500.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (up to two cores)	\$1,250.00
	ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	\$2,250.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	\$625.00
5	<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)	\$4,500.00
	Annual Maintenance for ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$1,250.00
5	<b>ArcGIS for Server Extensions Enterprise Advanced</b>	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	\$9,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	\$9,000.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	\$9,000.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores)	\$9,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores)	\$9,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores)	\$2,250.00
	Esri Defense Mapping for Server Enterprise Advanced (up to four cores)	\$9,000.00
	Esri Defense Mapping for Server Enterprise Advanced (additional cores)	\$2,250.00
	Esri Production Mapping for Server Enterprise Advanced (up to four cores)	\$9,000.00
	Esri Production Mapping for Server Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS for Maritime: Server Enterprise Advanced (up to four cores)	\$9,000.00
	ArcGIS for Maritime: Server Enterprise Advanced (additional cores)	\$2,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for Data Reviewer for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for Data Reviewer for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (up to four cores)	\$2,500.00

	Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS for Maritime: Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Server Enterprise Advanced (additional cores)	\$625.00
5	<b>ArcGIS for Server Extensions Enterprise Standard</b>	
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	\$2,250.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	\$2,250.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	\$2,250.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS Image Extension for Server Enterprise Standard (additional cores)	\$2,250.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	\$2,250.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores)	\$2,250.00
	Esri Production Mapping for Server Enterprise Standard (up to four cores)	\$9,000.00
	Esri Production Mapping for Server Enterprise Standard (additional cores)	\$2,250.00
	ArcGIS for Maritime: Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS for Maritime: Server Enterprise Standard (additional cores)	\$2,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (up to four cores)	\$2,500.00

	Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS for Maritime: Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Server Enterprise Standard (additional cores)	\$625.00
<b>5</b>	<b>ArcGIS for Server Extensions Workgroup Advanced</b>	
	ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	Esri Defense Mapping for Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	Esri Production Mapping for Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	ArcGIS for Maritime: Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for Esri Defense Mapping for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for Esri Production Mapping for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS for Maritime: Server Workgroup Advanced (maximum four cores) License	\$1,250.00
<b>5</b>	<b>ArcGIS for Server Workgroup Extensions Standard</b>	
	ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	ArcGIS Image Extension for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	Esri Production Mapping for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	ArcGIS for Maritime: Server Workgroup Standard (maximum four cores) License	\$4,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for Image Extension for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License	\$1,250.00

	Annual Maintenance for Esri Production Mapping for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS for Maritime: Server Workgroup Standard (maximum four cores) License	\$1,250.00
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)	\$9,000.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$27,000.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$18,000.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores)	\$2,250.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	\$6,750.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	\$4,500.00
5	<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)	\$4,500.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Advanced (up to four cores)	\$13,500.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (up to two cores)	\$4,500.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (additional cores)	\$2,250.00
5	<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)	\$4,500.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$13,500.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$31,500.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$27,000.00
	ArcGIS for Server Workgroup Advanced Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$18,000.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$13,500.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$31,500.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$27,000.00

5	<b>ArcGIS for Server Enterprise Staging Server</b>	
5	<b>ArcGIS for Server Enterprise Advanced Staging Server</b>	
	ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$19,538.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$5,000.00
	ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$4,884.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$1,250.00
5	<b>ArcGIS for Server Enterprise Standard Staging Server</b>	
	ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$9,770.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$2,500.00
	ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$2,442.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$625.00
5	<b>ArcGIS for Server Enterprise Basic Staging Server</b>	
	ArcGIS for Server Enterprise Basic (up to four cores) Staging Server	\$4,884.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores) Staging Server	\$1,500.00
	ArcGIS for Server Enterprise Basic (additional cores) Staging Server	\$1,221.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores) Staging Server	\$375.00
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	\$4,884.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server	\$1,221.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$4,884.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server	\$1,221.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server	\$4,884.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server	\$1,221.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server	\$4,884.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server	\$1,221.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$4,884.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) Staging Server	\$1,221.00
	Esri Production Mapping for Server Enterprise Advanced (up to four cores) Staging Server	\$4,884.00
	Esri Production Mapping for Server Enterprise Advanced (additional cores) Staging Server	\$1,221.00
	Esri Defense Mapping for Server Enterprise Advanced (up to four cores) Staging Server	\$4,884.00
	Esri Defense Mapping for Server Enterprise Advanced (additional cores) Staging Server	\$1,221.00
	ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) Staging Server	\$4,884.00
	ArcGIS for Maritime: Server Enterprise Advanced (additional cores) Staging Server	\$1,221.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server	\$313.00

	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS for Maritime: Server Enterprise Advanced (additional cores) Staging Server	\$313.00
<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	\$4,884.00
	ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	\$1,221.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	\$4,884.00
	ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	\$1,221.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	\$4,884.00
	ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	\$1,221.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	\$4,884.00
	ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	\$1,221.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	\$4,884.00
	ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	\$1,221.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) Staging Server	\$4,884.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) Staging Server	\$1,221.00
	Esri Production Mapping for Server Enterprise Standard (up to four cores) Staging Server	\$4,884.00
	Esri Production Mapping for Server Enterprise Standard (additional cores) Staging Server	\$1,221.00
	ArcGIS for Maritime: Server Enterprise Standard (up to four cores) Staging Server	\$4,884.00
	ArcGIS for Maritime: Server Enterprise Standard (additional cores) Staging Server	\$1,221.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	\$313.00

	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS for Maritime: Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS for Maritime: Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (additional cores) Staging Server	\$313.00
<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	\$4,500.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$13,500.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$9,000.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$1,125.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$3,375.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$2,250.00
<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)	\$9,000.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores)	\$2,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores)	\$625.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores)	\$9,000.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores)	\$2,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores)	\$625.00
	Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	\$1,250.00

	Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	\$1,250.00
5	<b>Esri Roads and Highways—Staging Server</b>	
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	\$4,884.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	\$1,221.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	\$4,884.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	\$1,221.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	\$313.00
5	<b>Esri Roads and Highways—Term Licensing</b>	
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,080.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,700.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,400.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,080.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,700.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,400.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$540.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,350.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,700.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 30-Day Term License	\$540.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,350.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,700.00
5	<b>Roadway Reporter for Esri Roads and Highways</b>	
	Roadway Reporter for Esri Roads and Highways for Server License (up to 50 users)	\$18,000.00
	Roadway Reporter for Esri Roads and Highways for Server License (up to 250 users)	\$36,000.00
	Roadway Reporter for Esri Roads and Highways for Server License (up to 500 users)	\$54,000.00
	Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 50 users)	\$5,000.00
	Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 250 users)	\$10,000.00
	Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 500 users)	\$15,000.00

<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	\$4,230.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$10,800.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$21,600.00
	ArcGIS for Server Enterprise Standard (up to four cores) 30-Day Term License	\$2,070.00
	ArcGIS for Server Enterprise Standard (up to four cores) 90-Day Term License	\$5,400.00
	ArcGIS for Server Enterprise Standard (up to four cores) 365-Day Term License	\$10,800.00
	ArcGIS for Server Enterprise Basic (up to four cores) 30-Day Term License	\$1,080.00
	ArcGIS for Server Enterprise Basic (up to four cores) 90-Day Term License	\$2,700.00
	ArcGIS for Server Enterprise Basic (up to four cores) 365-Day Term License	\$5,400.00
<b>6</b>	<b>ArcGIS for Server Workgroup Term Licenses</b>	
	ArcGIS for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$2,070.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$5,400.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$10,800.00
	ArcGIS for Server Workgroup Standard (up to four cores) 30-Day Term License	\$1,080.00
	ArcGIS for Server Workgroup Standard (up to four cores) 90-Day Term License	\$2,700.00
	ArcGIS for Server Workgroup Standard (up to four cores) 365-Day Term License	\$5,400.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 30-Day Term License	\$540.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 90-Day Term License	\$1,350.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 365-Day Term License	\$2,700.00
<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	\$1,080.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,700.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,400.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,080.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,700.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,400.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,080.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,700.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,400.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,080.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,700.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,400.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,080.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,700.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,400.00
	Esri Defense Mapping for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,080.00

Esri Defense Mapping for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,700.00
Esri Defense Mapping for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,400.00
Esri Production Mapping for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,080.00
Esri Production Mapping for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,700.00
Esri Production Mapping for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,400.00
ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,080.00
ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,700.00
ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,400.00
ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,080.00
ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,700.00
ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,400.00
ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,080.00
ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,700.00
ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,400.00
ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,080.00
ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,700.00
ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,400.00
ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,080.00
ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,700.00
ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,400.00
ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,080.00
ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,700.00
ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,400.00
ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,080.00
ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,700.00
ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,400.00
Esri Production Mapping for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,080.00
Esri Production Mapping for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,700.00
Esri Production Mapping for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,400.00

	ArcGIS for Maritime: Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,080.00
	ArcGIS for Maritime: Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,700.00
	ArcGIS for Maritime: Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,400.00
<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	\$540.00
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,350.00
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,700.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$540.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,350.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,700.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$540.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,350.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,700.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$540.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,350.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,700.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$540.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,350.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,700.00
	Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$540.00
	Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,350.00
	Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,700.00
	Esri Production Mapping for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$540.00
	Esri Production Mapping for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,350.00
	Esri Production Mapping for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,700.00
	ArcGIS for Maritime: Server Workgroup Advanced (up to four cores) 30-Day Term License	\$540.00
	ArcGIS for Maritime: Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,350.00
	ArcGIS for Maritime: Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,700.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 30-Day Term License	\$540.00

	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,350.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,700.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 30-Day Term License	\$540.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,350.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,700.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 30-Day Term License	\$540.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,350.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,700.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 30-Day Term License	\$540.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,350.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,700.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 30-Day Term License	\$540.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,350.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,700.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 30-Day Term License	\$540.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,350.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,700.00
	Esri Production Mapping for Server Workgroup Standard (up to four cores) 30-Day Term License	\$540.00
	Esri Production Mapping for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,350.00
	Esri Production Mapping for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,700.00
	ArcGIS for Maritime: Server Workgroup Standard (up to four cores) 30-Day Term License	\$540.00
	ArcGIS for Maritime: Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,350.00
	ArcGIS for Maritime: Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,700.00
<b>6</b>	<b>ArcGIS for Server Enterprise with Virtual Cloud Infrastructure</b>	
<b>6</b>	<b>ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—365-Day Term Licenses</b>	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$40,000.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$30,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—365-Day Term License	\$25,000.00

	<b>ArcGIS for Server Enterprise Extensions with Virtual Cloud Infrastructure—365-Day Term Licenses</b>	
6	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
6	<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	\$12,500.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$10,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—90-Day Term License	\$8,500.00
6	<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	\$3,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00

	ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
<b>6</b>	<b>ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—30-Day Term Licenses</b>	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$5,000.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$4,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—30-Day Term License	\$3,000.00
<b>6</b>	<b>ArcGIS for Server Enterprise Extensions with Virtual Cloud Infrastructure—30-Day Term Licenses</b>	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
<b>8</b>	<b>Location Analytics</b>	
<b>8</b>	<b>Esri Business Analyst for Desktop—Single Use Licenses</b>	
	Esri Business Analyst Basic for Desktop National Single Use License	\$16,646.00
	Esri Business Analyst Basic for Desktop Regional Single Use License	\$12,146.00
	Esri Business Analyst Basic for Desktop State Single Use License	\$7,646.00
<b>8</b>	<b>Esri Business Analyst for Desktop—Concurrent Use Licenses</b>	
	Esri Business Analyst Basic for Desktop National Concurrent Use License	\$16,646.00
	Esri Business Analyst Basic for Desktop Regional Concurrent Use License	\$12,146.00
	Esri Business Analyst Basic for Desktop State Concurrent Use License	\$7,646.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop National License	\$14,795.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Regional License	\$10,795.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop State License	\$6,795.00
<b>8</b>	<b>Esri Business Analyst Standard for Desktop—Concurrent Use Licenses</b>	
	Esri Business Analyst Standard for Desktop National Concurrent Use License	\$36,896.00
	Esri Business Analyst Standard for Desktop Regional Concurrent Use License	\$26,541.00
	Esri Business Analyst Standard for Desktop State Concurrent Use License	\$16,565.00

<b>8</b>	<b>Esri Business Analyst Standard for Desktop—Single Use Licenses</b>	
	Esri Business Analyst Standard for Desktop National Single Use License	\$36,896.00
	Esri Business Analyst Standard for Desktop Regional Single Use License	\$26,541.00
	Esri Business Analyst Standard for Desktop State Single Use License	\$16,565.00
<b>8</b>	<b>Annual Maintenance for Esri Business Analyst Standard for Desktop—Concurrent Use and Single Use Licenses</b>	
	Annual Maintenance for Esri Business Analyst Standard for Desktop National License	\$32,795.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop Regional License	\$23,590.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop State License	\$14,720.00
<b>8</b>	<b>Esri Business Analyst for Server</b>	
<b>8</b>	<b>Esri Business Analyst for Server Enterprise Advanced</b>	
	Esri Business Analyst for Server Enterprise Advanced (up to four cores)	\$135,000.00
	Esri Business Analyst for Server Enterprise Advanced (additional cores)	\$33,750.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (up to four cores)	\$100,000.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (additional cores)	\$25,000.00
<b>8</b>	<b>Esri Business Analyst for Server Workgroup Advanced</b>	
	Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$67,500.00
	Annual Maintenance for Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$50,000.00
<b>8</b>	<b>Esri Business Analyst for Server—Staging Server</b>	
	Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	\$36,635.00
	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)	\$25,000.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	\$6,250.00
<b>9</b>	<b>ArcGIS for Transportation Analytics</b>	
<b>9</b>	<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	\$78,000.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	\$96,000.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	\$222,000.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	\$426,000.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	\$828,000.00
<b>9</b>	<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	\$65,000.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	\$80,000.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	\$185,000.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	\$355,000.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	\$690,000.00
<b>9</b>	<b>ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses</b>	
<b>9</b>	<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	\$7,800.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	\$4,800.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	\$4,450.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	\$4,250.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	\$4,150.00

	<b>ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—United States and Canada</b>	
9	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	\$6,500.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	\$4,000.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	\$3,700.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	\$3,550.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	\$3,450.00
9	<b>ArcGIS for Transportation Analytics with Real-Time Traffic Add-on</b>	
	<b>ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—North America (includes Mexico)</b>	
9	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	\$1,900.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	\$1,800.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	\$1,600.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	\$1,450.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	\$1,250.00
	<b>ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—United States and Canada</b>	
9	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	\$1,600.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	\$1,500.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	\$1,350.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	\$1,200.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	\$1,050.00
13	<b>Mobile GIS</b>	
13	<b>ArcPad</b>	
	ArcPad Single Use License	\$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data	\$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data	\$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data	\$630.00
	Annual Maintenance for ArcPad Single Use License	\$250.00
	ArcPad Single Use License Upgrade	\$244.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data Upgrade	\$244.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data Upgrade	\$244.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data Upgrade	\$244.00
13	<b>ArcGIS for Windows Mobile</b>	
	ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	\$1,350.00
	Annual Maintenance for ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	\$300.00
	ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	\$13,500.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	\$3,000.00
	ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	\$1,350.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	\$300.00

	ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	\$1,350.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	\$300.00
<b>13</b>	<b>StreetMap for ArcGIS for Windows Mobile</b>	
<b>13</b>	<b>StreetMap for ArcGIS for Windows Mobile 5-Pack Bundles</b>	
	StreetMap for ArcGIS for Windows Mobile for Desktop HERE North America Street Data 5-Pack Single Use Term License	\$400.00
	StreetMap for ArcGIS for Windows Mobile for Desktop HERE Europe Street Data 5-Pack Single Use Term License	\$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE North America Street Data 5-Pack Term License	\$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE Europe Street Data 5-Pack Term License	\$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE North America Street Data 5-Pack Term License	\$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE Europe Street Data 5-Pack Term License	\$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE North America Street Data 5-Pack Term License	\$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE Europe Street Data 5-Pack Term License	\$600.00
<b>13</b>	<b>StreetMap for ArcGIS for Windows Mobile 50-Pack Bundles</b>	
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE North America Street Data 50-Pack Term License	\$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE Europe Street Data 50-Pack Term License	\$5,700.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE North America Street Data 50-Pack Term License	\$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE Europe Street Data 50-Pack Term License	\$5,700.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE North America Street Data 50-Pack Term License	\$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE Europe Street Data 50-Pack Term License	\$3,800.00
<b>16</b>	<b>Instructor-Led Training (ILT)</b>	
	ILT—per Student, per Day at Esri Learning Centers in the United States	\$535.00
	Instructor-Led Online (ILO) Classroom Training—per Student, per Day	\$535.00
	Additional Student—Client Site Private Class per Student, per Day	\$360.00
	Additional Student—Esri Site Private Class per Student, per Day	\$360.00
	Half-Day ILO Training Workshop—per Student, per Seat	\$175.00
	Half-Day ILO Private Training Workshop—20 Students	\$2,625.00
	Full-Day ILO Training Workshop—per Student, per Seat	\$350.00
	Full-Day ILO Private Training Workshop—up to 20 Students	\$5,250.00
	Private Classes—Esri Site per Class, per Day (12 students) in Locations in the United States	\$4,820.00
	Private Classes—Client Site per Class, per Day (12 students) in Locations in the United States	\$4,820.00
	Client Coaching Services—Client Site	\$4,370.00
	Client Coaching Services—Esri Site	\$4,370.00
	Technical Certification Exam Voucher	\$225.00

<b>16</b>	<b>Virtual Campus</b>	
<b>16</b>	<b>Individual Courses</b>	
	Esri Virtual Campus Training Course (1 paid module)—per Seat	\$32.00
	Esri Virtual Campus Training Course (2 paid modules)—per Seat	\$64.00
	Esri Virtual Campus Training Course (3 paid modules)—per Seat	\$96.00
	Esri Virtual Campus Training Course (4 paid modules)—per Seat	\$128.00
	Esri Virtual Campus Training Course (5 paid modules)—per Seat	\$160.00
	Esri Virtual Campus Training Course (6 paid modules)—per Seat	\$192.00
	Esri Virtual Campus Training Course (7 paid modules)—per Seat	\$224.00
	Esri Virtual Campus Training Course (8 paid modules)—per Seat	\$256.00
<b>16</b>	<b>Esri Virtual Campus Annual User License Pricing</b>	
	Premium Annual User License (2,500 Virtual Campus dollar value)	\$2,250.00
	Premium Annual User License (5,000 Virtual Campus dollar value)	\$4,250.00
	Premium Annual User License (7,500 Virtual Campus dollar value)	\$6,000.00
	Premium Annual User License (10,000 Virtual Campus dollar value)	\$7,000.00
	Premium Annual User License (25,000 Virtual Campus dollar value)	\$16,250.00
	Premium One-Year Extension Annual User License	\$660.00
<b>16</b>	<b>Esri Training Pass</b>	
	Esri Training Pass—per Day, up to 49 Days	\$535.00
	Esri Training Pass—per Day, 50 Days or More	\$510.00
	Esri Training Pass—One-Year Extension, up to 49 Days	\$500.00
	Esri Training Pass—One-Year Extension, 50 Days or More	\$1,500.00
<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	\$2,500.00
	ArcGIS Online Additional User 5-Pack for Level 1 Plan	\$2,500.00
	ArcGIS Online Level 2 Plan—Includes up to 50 Named Users and 10,000 Credits	\$10,000.00
	ArcGIS Online Additional User 5-Pack for Level 2 Plan	\$1,000.00
	ArcGIS Online Level 3 Plan—Includes up to 100 Named Users and 17,500 Credits	\$17,500.00
	ArcGIS Online Additional User 5-Pack for Level 3 Plan	\$875.00
	ArcGIS Online Level 4 Plan—Includes up to 250 Named Users and 37,500 Credits	\$37,500.00
	ArcGIS Online Additional User 5-Pack for Level 4 Plan	\$750.00
	ArcGIS Online Level 5 Plan—Includes up to 500 Named Users and 62,500 Credits	\$62,500.00
	ArcGIS Online Additional User 5-Pack for Level 5 Plan	\$625.00
	ArcGIS Online Level 6 Plan—Includes up to 1,000 Named Users and 110,000 Credits	\$110,000.00
	ArcGIS Online Additional User 5-Pack for Level 6 Plan	\$550.00
	ArcGIS Online Additional Service Credits—Block of 1,000	\$100.00
<b>17</b>	<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	\$500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	\$500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	\$2,000.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	\$200.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	\$3,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	\$175.00

	Esri Business Analyst Online (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	\$7,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	\$150.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	\$12,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	\$125.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	\$22,000.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	\$110.00
<b>17</b>	<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	\$500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	\$500.00
	Esri Community Analyst (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	\$2,000.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	\$200.00
	Esri Community Analyst (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	\$3,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	\$175.00
	Esri Community Analyst (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	\$7,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	\$150.00
	Esri Community Analyst (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	\$12,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	\$125.00
	Esri Community Analyst (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	\$22,000.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	\$110.00
<b>17</b>	<b>Esri Redistricting Online</b>	
	Esri Redistricting Online—12 Months	\$4,500.00
	Esri Redistricting Online—24 Months	\$8,325.00
	Esri Redistricting Online—36 Months	\$11,475.00
<b>18</b>	<b>Portal for ArcGIS</b>	
<b>18</b>	<b>Portal for ArcGIS Term Licensing</b>	
	Portal for ArcGIS—Includes up to 50 Named Users Annual Term License	\$10,000.00
	Portal for ArcGIS—Includes up to 100 Named Users Annual Term License	\$17,500.00
	Portal for ArcGIS—Includes up to 250 Named Users Annual Term License	\$37,500.00
	Portal for ArcGIS—Includes up to 500 Named Users Annual Term License	\$62,500.00
	Portal for ArcGIS—Includes up to 1,000 Named Users Annual Term License	\$110,000.00
<b>18</b>	<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	\$1,000.00
	Portal for ArcGIS Additional User 5-Pack for up to 100 Named Users Annual Term License	\$875.00
	Portal for ArcGIS Additional User 5-Pack for up to 250 Named Users Annual Term License	\$750.00
	Portal for ArcGIS Additional User 5-Pack for up to 500 Named Users Annual Term License	\$625.00
	Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named Users Annual Term License	\$550.00
	<b>Support and Services</b>	

<b>19</b>	<b>Premium Support Services</b>	
	Premium Support Annual Use—Unlimited Incidents	\$38,500.00
	Premium Support Annual Use—Up to 10 Incidents	\$15,000.00
	Premium Support Additional Authorized Contact—Unlimited Incidents	\$10,000.00
<b>19</b>	<b>Professional Services</b>	
<b>19</b>	<b>WebGIS Launch Kits</b>	
	WebGIS Launch Kit - Basic (3 days)	\$9,100.00
	WebGIS Launch Kit - Standard (4 days)	\$11,400.00
	WebGIS Launch Kit - Advanced (5 days)	\$13,600.00
<b>19</b>	<b>Workshop Packages</b>	
	Esri Production Mapping Workshop (3 days)	\$12,700.00
	Esri Defense Mapping Workshop (3 days)	\$12,700.00
	ArcGIS for Maritime: Charting Workshop (5 days)	\$18,500.00
	ArcGIS for Aviation Workshop (3 days)	\$12,700.00
	ArcGIS Data Reviewer Workshop (3 days)	\$12,700.00
	ArcGIS Workflow Manager Workshop (3 days)	\$12,700.00
<b>19</b>	<b>Jumpstart Packages</b>	
	ArcGIS for Server Jumpstart - Basic (3 days)	\$9,100.00
	ArcGIS for Server Jumpstart - Standard (4 days)	\$11,400.00
	ArcGIS for Server Jumpstart - Advanced (5 days)	\$16,500.00
	Esri Geoportal Server Jumpstart (3-day option)	\$12,700.00
	Esri Geoportal Server Jumpstart (5-day option)	\$18,500.00
	Esri Production Mapping Jumpstart (5 days)	\$18,500.00
	Esri Defense Mapping Jumpstart (5 days)	\$18,500.00
	ArcGIS for Maritime: Charting Jumpstart (10 days)	\$33,000.00
	ArcGIS for Aviation Jumpstart (5 days)	\$18,500.00
	ArcGIS Data Reviewer Jumpstart (5 days)	\$18,500.00
	ArcGIS Workflow Manager Jumpstart (5 days)	\$18,500.00
	ArcGIS Image Extension for Server Jumpstart (3 days)	\$12,700.00
	Data Appliance for ArcGIS Jumpstart (3 days)	\$12,700.00
	Data Appliance for ArcGIS and ArcGIS for Server Bundle Jumpstart ( 5 days)	\$18,500.00
<b>19</b>	<b>Services Packages</b>	
	Enterprise GIS Health Check (3 days)	\$12,700.00
	Remote Developer Support (20 hours)	\$5,300.00
	Remote Support for Esri Geoportal Server (20 hours)	\$5,300.00
<b>19</b>	<b>Esri Enterprise Advantage Program</b>	
	Esri Enterprise Advantage Program (EEAP) 100 Learning and Service Credits	\$80,000.00
	Esri Enterprise Advantage Program (EEAP) 50 Learning and Service Credits	\$55,000.00
	Additional EEAP Technical Advisor Services	\$22,500.00
	Additional EEAP 100 Learning and Service Credits	\$50,000.00
	Additional EEAP 50 Learning and Service Credits	\$25,000.00
<b>20</b>	<b>StreetMap Premium for ArcGIS HERE Data —North America</b>	
<b>20</b>	<b>StreetMap Premium for ArcGIS HERE Data—United States</b>	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$3,000.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$7,500.00

	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$37,500.00
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$15,000.00
<b>20</b>	<b>StreetMap Premium for ArcGIS HERE Data—North America (United States, Canada, and Mexico)</b>	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)	\$12,000.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$30,000.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	\$150,000.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$60,000.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
<b>20</b>	<b>StreetMap Premium for ArcGIS HERE Data—State</b>	
	State—Full Use (per single use ArcGIS for Desktop user/per year)	\$2,000.00
	State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$5,000.00
	State—Full Use (per ArcGIS for Server Enterprise/per year)	\$25,000.00
	State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$10,000.00
	State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,000.00
	State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,500.00
	State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$12,500.00
	State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$5,000.00
<b>20</b>	<b>StreetMap Premium for ArcGIS TomTom Data—North America</b>	
<b>20</b>	<b>StreetMap Premium for ArcGIS TomTom Data—United States</b>	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$3,000.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$7,500.00
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$37,500.00
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$15,000.00
<b>20</b>	<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)	\$900.00
	Small State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$2,250.00
	Small State—Full Use (per ArcGIS for Server Enterprise/per year)	\$11,250.00
	Small State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,500.00
	Small State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$500.00
	Small State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,125.00
	Small State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$5,625.00
	Small State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$2,250.00
<b>20</b>	<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)	\$1,200.00
	Medium State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$3,000.00
	Medium State—Full Use (per ArcGIS for Server Enterprise/per year)	\$15,000.00
	Medium State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$6,000.00
	Medium State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$600.00
	Medium State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,500.00

	Medium State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$7,500.00
	Medium State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$3,000.00
<b>20</b>	<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)	\$1,800.00
	Large State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$4,500.00
	Large State—Full Use (per ArcGIS for Server Enterprise/per year)	\$22,500.00
	Large State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$9,000.00
	Large State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$900.00
	Large State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,250.00
	Large State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$11,250.00
	Large State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,500.00
<b>20</b>	<b>StreetMap Premium for ArcGIS TomTom Data—North America</b>	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)	\$12,000.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$30,000.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	\$150,000.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$60,000.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00



CUSTOM SOFTWARE, TECHNICAL DATA, AND  
ASSISTANCE LICENSE ADDENDUM  
(E600M 07/03/2012)

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 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, plus other burdened direct costs (ODCs), such as travel-related expenses. Meals and incidental expenses will be invoiced on a "per diem" basis in accordance with the limits stated in the most current Federal Travel Regulations.

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. Nonetheless, the parties agree that the limitations of liability and disclaimers set forth in this Addendum shall not: (1) affect Esri's defense and indemnification obligations under Attachment C, Sec. 6 or under any other provision herein.

#### ARTICLE 11—EXPORT CONTROL REGULATIONS

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 (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 Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws as they may occur from time to time.

## ARTICLE 12—TERM AND TERMINATION

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

### *Insolvency of Licensee*

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

### *Default or Breach by Licensee*

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

## **E. Obligations upon Termination**

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

**ARTICLE 13—RESTRICTIONS ON SOLICITATION**

Licensee shall not solicit for hire any Esri employee who is associated with efforts called for under this Addendum during the term of this Addendum and for a period of one (1) year thereafter. In the event the foregoing provision is breached, Licensee shall pay Esri liquidated damages for recruiting and training costs equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision. The foregoing shall in no way restrict Licensee from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

**ARTICLE 14—TAXES**

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

**ARTICLE 15—INDEPENDENT CONTRACTOR**

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

**ARTICLE 16—RESERVED**

**ARTICLE 17—RESERVED**

**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

received 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:

\_\_\_\_\_  
(Licensee)  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**ATTACHMENT B**  
**TIME AND MATERIALS RATE SCHEDULE – Page 1 of 3**

Hourly time and materials labor rates have been provided for each labor category for the respective time frames. 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. A description of each Labor Category is available and will be provided upon request.

<b>Labor Category</b>	<b>8/1/14 12/31/16</b>	<b>8/1/14 12/31/15</b>
GIS Technical Specialist/Engineer (S1)	\$207	\$203
GIS System/Software Developer (S2)	\$267	\$261
Sr. GIS System/Software Architect (S3)	\$328	\$321
GIS Consultant/Project Manager (M1)	\$252	\$246
Sr. GIS Consultant/Project Manager (M2)	\$317	\$310
Principal/GIS Consultant/Prog. Manager (M3)	\$418	\$408
GIS Database Specialist/Analyst (DB)	\$175	\$171



*Effective January 1, 2014*

Hourly time and materials labor rates have been provided for each labor category for calendar year 2014. The hourly labor rates for services that are performed after 2014 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

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

**GIS Technical Specialist/Engineer (S1)**

**Hourly Rate: \$197**

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

**GIS System/Software Developer (S2)**

**Hourly Rate: \$254**

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

**Senior GIS System/Software Architect (S3)**

**Hourly Rate: \$312**

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.

**TIME AND MATERIALS RATE SCHEDULE – PAGE 3 of 3**

**GIS Consultant/Project Manager (M1)**

**Hourly Rate: \$239**

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.

**Senior GIS Consultant/Project Manager (M2)**

**Hourly Rate: \$301**

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

**Principal GIS Consultant/Program Manager (M3)**

**Hourly Rate: \$397**

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

**GIS Database Specialist/Analyst (DB)**

**Hourly Rate: \$166**

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.



## TRAINING TERMS AND CONDITIONS

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

### RECITALS

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

### ARTICLE 1—TRAINING DESCRIPTION

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

### ARTICLE 2—ESRI'S RESPONSIBILITIES

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

### ARTICLE 3—CLIENT'S RESPONSIBILITIES

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

event start date. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.

- Client is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export regulation requirements, course scheduling changes, or cancellations.
- Client must provide written notice to Esri's Customer Service department at [service@esri.com](mailto:service@esri.com) of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the training event start date.
- Client must complete and submit an Esri Client Site Training Request Form as well as ensure that it adheres to the course, facility, equipment, and Internet bandwidth and connectivity requirements for Esri Training as found at <http://training.esri.com/gateway/index.cfm?fa=classroom.requirements>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.
- If the Esri Mobile Lab equipment is utilized at Client's domestic site, then the following terms will apply:
  - Upon receipt, Client must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant.
  - Client must keep the Mobile Lab equipment in a secure, locked area between training event sessions.
  - Client must ensure that only registered Students use the Mobile Lab equipment.
  - Client is responsible for any and all loss of, damage to, or theft of the Mobile Lab equipment while in Client's possession to the extent provided by 12 V.S.A. Sec. 5601
  - Client warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law.
  - The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage to the extent provided by 12 V.S.A. Sec. 5601.
  - Client shall make the Mobile Lab equipment available for freight pickup immediately on conclusion of the Esri course(s).

#### ARTICLE 4—INSURANCE AND INDEMNIFICATION

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

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

**4.2 Reserved.**

#### ARTICLE 5—UNIQUE CLIENT COACHING PRIVACY TERMS

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

Client shall not provide to Esri or disclose to the instructor any personally identified information ("PII") (e.g., GLBA, HIPAA, CII from the US Department of Homeland Security), classified, and so forth, data for use in the coaching session. Notwithstanding anything in this Agreement to the contrary, Esri retains the right to refuse acceptance of any

nonpublic personal information ("NPI") or Customer Information regardless of the form of disclosure. Esri will only accept receipt of information from Client that comports with the exceptions set forth in Subsections 4(B) and 4(C)(ii) of Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809) and implementing regulations thereof.

## **ARTICLE 6—SOFTWARE LICENSES**

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

## **ARTICLE 7—CANCELLATION AND RESCHEDULING POLICY**

### **7.1 Individual Student Seats**

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

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

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

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

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

## **ARTICLE 8—PAYMENT**

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

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

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

#### **ARTICLE 9—CONFIDENTIAL INFORMATION**

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

#### **ARTICLE 10—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE**

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

#### **ARTICLE 11—RESERVED**

#### **ARTICLE 12—WARRANTY**

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

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

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

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING AND EXCEPT AS PROVIDED IN ATTACHMENT C, SEC. 6, IN NO EVENT SHALL ESRI BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY THE CLIENT FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### **ARTICLE 14—RESERVED**

#### **ARTICLE 15—TAXES**

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

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

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



## IMPLEMENTATION SERVICES ADDENDUM FOR SERVICES PACKAGES

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

### 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 hereby 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 shall 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 shall jointly own any Inventions made or conceived jointly by Inventors from both parties. Where Inventions are jointly owned, each joint owner shall 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 shall not be unreasonably withheld.

### 4. COMPENSATION

Services will be performed and invoiced 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 shall 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 shall 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 conform substantially 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 SHALL 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, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES UNDER THIS ADDENDUM FROM WHICH THE LIABILITY DIRECTLY AROSE.

THIS LIMITATION OF LIABILITY SHALL NOT: (1) AFFECT ESRI'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER ATTACHMENT C, SEC. 6.

## 7. CONFIDENTIALITY

Services Output is Esri confidential information, and Customer shall 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 shall have met its obligations under this Addendum 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 shall 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 shall inform its employees or third parties of the obligations in this Addendum and obtain their agreement to be bound by them.

## 8. RESERVED

The disclosures permitted under Article 7, Confidentiality, shall not relieve Customer of its obligation to maintain Services Output in confidence and 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 (or 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 Table of Denial Orders; 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, shall be paid by the breaching party to the aggrieved party. The foregoing shall 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 shall 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 shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms without the requirement of posting a bond or undertaking or proving injury as a condition of relief.



ENTERPRISE ADVANTAGE PROGRAM AGREEMENT (E125M)

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

EAP Agreement No. 2010EAP7084

This Enterprise Advantage Program Agreement ("EAP Agreement") is entered into by and between Environmental Systems Research Institute, Inc. ("Esri"), a California corporation, at 380 New York Street, Redlands, California 92373-8100 and the licensee listed below ("Licensee").

Esri offers an Enterprise Advantage Program to Licensees current on Esri software maintenance 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).

This EAP Agreement consists of this signature page and the attached terms and conditions. This EAP Agreement constitutes the sole and entire agreement of the parties and supersedes any previous agreements, understandings, and arrangements between the parties relating to the Enterprise Advantage Program. Other than information regarding the services or Software being ordered and shipping instructions, if any, additional or different terms contained on Licensee's purchase order are objected to and shall not apply even if accepted or acknowledged by Esri unless specifically included in a modification to this EAP Agreement. Any modifications or amendments to this EAP Agreement must be in writing and signed by an authorized representative of each party.

The parties acknowledge that they have read and understand this EAP Agreement, have the authority to bind their respective organizations, and agree to be bound by its terms and conditions.

\_\_\_\_\_  
(Licensee)

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(Esri)

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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 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 TO LICENSEE FOR LICENSEE'S 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. Nonetheless, the parties agree that the limitations of liability and disclaimers set forth in this Addendum shall not: (1) affect Esri's defense and indemnification obligations under Attachment C, Sec. 6.

## **ARTICLE 6—COMPENSATION**

**6.1** Upon execution of this EAP Agreement or the inception of a Renewal Period, Esri shall invoice Licensee as quoted for the Enterprise Advantage Program 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 Esri's most current price schedule 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.

## **ARTICLE 7—TERM AND TERMINATION**

**7.1** The Term of this EAP Agreement is one (1) year from the last date of signature on the signature page. 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. Unless otherwise required by law or court order, 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 or to the extent required by law or court order.
- 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

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

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

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

## 11.4 Esri's Responsibilities

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

## 11.5 Licensee's Responsibilities

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

## 11.6 Cancellation and Rescheduling Policy

### *Individual Student Seats*

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

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

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

If cancellation of a training event is necessary due to Force Majeure as described in Article 12 below, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

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

## ARTICLE 12—GENERAL PROVISIONS

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

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

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

**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. The foregoing shall in no way restrict Licensee from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

**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 Reserved.**

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



## PREMIUM SUPPORT SERVICES AGREEMENT

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

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### **PSS Agreement No. 2010EAP7084**

Premium Support Services ("PSS") is a program that provides enhanced support for qualifying Products licensed under the applicable License Agreement. To determine which Products qualify for PSS, consult Esri's Product Qualification web page at <http://www.esri.com/apps/products/maintenance/qualifying.cfm>.

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

## ARTICLE 1—DEFINITIONS

All definitions in Licensee's License Agreement will have the same meaning in this PSS Agreement. In addition, capitalized terms used in this PSS Agreement shall have the following meanings:

"GIS" means geographic information systems.

"Incident" means a communication via telephone, chat, or e-mail by Licensee to Support Services regarding technical problems with qualifying Products.

"Licensee's Authorized Contact(s)" or "LAC" means up to two individuals selected by Licensee to report Incidents to PSS and work directly with Esri's Technical Account Manager regarding all such incidents. A Licensee that has purchased unlimited PSS may designate additional LAC upon payment of additional fees.

"Premium Support Incident" means an Incident that is opened as or converted to a Premium Support Incident.

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

"Standard Maintenance" means the general support and maintenance Esri makes available for unmodified applicable Products, including Incident tracking, attempts to correct errors, new releases, and enhancements as described in the Esri US Software Standard Maintenance Program.

"Support Services" means the technical support group within Esri that provides technical assistance to Esri licensees.

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

"The Technical Account Manager" (TAM) means a designated support resource who acts as the primary point of contact to Licensee for the purpose of coordinating Premium Support Incidents through Esri's support processes.

## ARTICLE 2—PREMIUM SUPPORT SERVICES PROGRAM

**2.1 Premium Support Description.** If Licensee is currently covered by Standard Maintenance for all the qualifying Products, Licensee may order PSS under the terms and conditions of this PSS Agreement. PSS shall provide (1) a designated TAM; (2) the ability for the LAC to submit or escalate Premium Support Incidents via telephone or the Esri My Support Portal twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year (the number of incidents permitted per year is determined by the level of PSS ordered); (3) unlimited chat support during Esri Support Services' standard business hours (8:00 a.m. to 5:00 p.m. Pacific time, Monday through Friday, except on Esri holidays); (4) Priority Incident Management; and (5) other additional enhanced support and services.

**2.2 Technical Account Manager.** Esri shall assign a TAM to Licensee. The assigned TAM shall work directly with LAC and shall oversee all of Licensee's open Premium Support Incidents.

TAM shall do the following:

- a. Be familiar with Licensee's GIS software architecture and infrastructure;
- 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;
- d. Provide LAC with a daily status update on all open Premium Support Incidents or as agreed upon by TAM and Licensee; and
- e. Take reasonable efforts to be available to LAC from 5:00 a.m. to 5:00 p.m. Pacific standard time, Monday through Friday, except on Esri holidays.

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

**2.3 Telephone, Chat, and E-mail Support.** Esri shall provide support to Licensee for applicable Products by telephone, chat, or e-mail. LAC may open Incidents by telephone or logging the Incidents via the My Support Portal accessible via the Esri website. Incidents logged in this manner will receive Priority Incident Management. An e-mail acknowledgment shall be sent to LAC for a new Incident logged via the My Support Portal. Esri 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 LAC that the logged Premium Support Incident is in the initial stage of review.

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

- a. Premium Support Incidents reported by LAC, with the exception of chat, will be given priority handling after the initial Premium Support Incident is created and documented;
- b. The User Advocacy Group will give priority to qualifying Product defects affecting Licensee.

**2.5 Other Additional Enhanced Support and Services.** Esri shall further provide the following:

- a. *My Support Portal:* LAC shall have access to the My Support Portal for creating and interacting with Premium Support Incidents, plus access to the PSS functionality, which includes TAM contact information, the ability to view PSS Incidents, and the ability to escalate Incidents to Premium Support Incidents.
- b. *System/Environment Profile.* Through the Esri Support Services website form, Licensee may create a profile of Licensee's GIS and associated Esri technology.
- c. *PSS Software Alert Newsletter.* Esri shall provide Licensee with a news bulletin discussing key current issues with Software being investigated by Esri.
- d. *Technical Support Review Meeting.* Upon request, TAM and Licensee shall conduct a teleconference meeting to discuss Licensee's Premium Support Incidents. Esri shall make available the assigned Account Manager, TAM, Premium Support Manager, and other Esri staff as deemed necessary by Esri.

Details of all PSS offerings can be found at <http://support.esri.com/en/support/premium>.

### ARTICLE 3—RESTRICTIONS AND EXCLUSIONS

**3.1 Defense or Military Application.** Licensee must inform Esri if PSS will be directly related to a defense article as defined in 22 C.F.R. § 120.6 or for a military application, before Esri provides support.

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

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

**3.4 Acknowledgment.** Licensee acknowledges and agrees that Esri does not represent, warrant, or guarantee that Software errors or defects can or will be corrected. At Esri's sole discretion, Esri will correct Software errors and defects, which will be subject to Esri's release schedules.

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

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

- a. Any problem resulting from a Licensee's misuse, improper use, unauthorized modification, or damage of the Software or a Licensee's combining or merging the Software with any hardware or software not supplied or identified as compatible by Esri;
- b. Any problem resulting from third-party hardware or software;
- c. Errors in any version of the Software other than the officially supported version of Software; and
- d. Any on-site dispatch of Esri staff to support the resolution of PSS issues.

## ARTICLE 4—TERM AND TERMINATION

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

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

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

## ARTICLE 5—COMPENSATION

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

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

### 5.3 Purchase Order Requirements

- a. Any purchase orders issued by Licensee shall reference and be subject to the terms and conditions of this PSS Agreement. No additional or different terms contained in a purchase order or ordering document shall be binding.
- b. The following information shall be included in each purchase order:
  - (1) Licensee's name and Esri customer number;
  - (2) A purchase order number;
  - (3) Applicable annual payment due; and
  - (4) On the face of the purchase order, print the following statement: "Subject to PSS Agreement No. 2010EAP7084 \_\_\_\_\_."

## ARTICLE 6—CONFIDENTIALITY

**6.1 Confidential Information.** For the performance of obligations under this PSS Agreement, each Party acknowledges it may disclose ("Disclosing Party") or receive ("Receiving Party") information of a confidential or sensitive nature ("Confidential Information"). Confidential Information shall be designated by Disclosing Party in writing or orally and confirmed in writing within thirty (30) calendar days of disclosure as "Confidential," "Proprietary," "Trade Secret," or other similar term. The following information shall be excluded from the definition of Confidential Information:

- a. Information that is or becomes available to the public through no breach of this PSS Agreement;
- b. Information that is already known to Receiving Party and can be shown to be in its possession at the time of disclosure;
- c. Information that was received by Receiving Party without any duty of confidentiality;
- d. Information that is rightfully received by Receiving Party from a third party that is not under a nondisclosure obligation to Disclosing Party; and
- e. Information that is independently developed by either Party without reference to Confidential Information.

**6.2 Nondisclosure Obligations.** Each Party regards its Confidential Information as commercially sensitive, proprietary, and confidential. Receiving Party shall use Confidential Information only in connection with the performance of this PSS Agreement. Receiving Party shall protect Confidential Information using at least the same degree of care Receiving Party uses to protect its own confidential information of a similar nature, but no less than reasonable care. Without limiting the foregoing, Receiving Party agrees that it will protect the Confidential Information at all times by:

- a. Not disclosing Confidential Information, or the fact that it has been obtained, to any third party without prior written consent of Disclosing Party;
- b. Not disclosing Confidential Information to employees or contractors who do not have a need to know Confidential Information; and
- c. Ensuring that all employees and contractors who gain access to Confidential Information have been informed of their confidentiality obligations regarding Confidential Information and have agreed to be bound by them.

Each Party is permitted to disclose Confidential Information (i) to the government or a third party only as required by law; (ii) to a court of competent jurisdiction or any third party pursuant to a court order; or (iii) to internal or external legal, financial, or tax advisers under an appropriate confidentiality obligation. If disclosure of Confidential Information is required by the government or by a court, Receiving Party shall (i) disclose only as much of the Confidential Information as is required and (ii) provide reasonable notice and assistance to Disclosing Party so it may file for a protective order.

**6.3 Remedies for Disclosure.** Receiving Party acknowledges that any breach of this Article 6 Confidentiality may cause Disclosing Party irreparable harm and that, in the event of such breach, in addition to any and all remedies at law, Disclosing Party shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

**6.4 Limited Rights.** Disclosure of Confidential Information to Receiving Party shall not transfer any rights to Confidential Information except for the right to use Confidential Information in connection with the obligations of this PSS Agreement. No license, title, interest, or other proprietary right is granted or implied by the disclosure of Confidential Information.

**6.5 Return of Materials.** Upon Disclosing Party's written request or upon termination of this Agreement, Receiving Party agrees to promptly return to Disclosing Party any materials or documents, whether or not furnished by Disclosing Party, containing Confidential Information, together with all copies thereof made by Receiving Party, or to destroy such items and deliver to Disclosing Party written confirmation that said materials or documents have been destroyed, excluding Confidential Information included in backup tapes or other archival records that are not readily accessible by Receiving Party personnel. When applicable, Esri may continue to hold and use certain Confidential Information that was provided for technical support purposes, including ongoing troubleshooting, bug testing, and performance testing, and to maintain consistency with future version releases (for problems resolved).

## **ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS**

**7.1 Limited Warranties and Disclaimers.** All services provided pursuant to this PSS Agreement shall be performed in a professional and workmanlike manner. This PSS Agreement is subject to the terms and conditions of this PSS Agreement and the Esri Standard Maintenance Program at <http://www.esri.com/legal/maintenance>, which may be changed from time to time.

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

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

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

## **ARTICLE 8—LIMITATION OF LIABILITY**

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

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

**8.3 Applicability of Disclaimers and Limitations.** The Parties agree that Esri has set its prices and entered into this PSS Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the Parties, and that the same form an essential basis of the bargain between the Parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Nonetheless, the parties agree that the limitations of liability and disclaimers set forth in this Addendum shall not: (1) affect Esri's defense and indemnification obligations under Attachment C, Sec. 6.

## **ARTICLE 9—GENERAL PROVISIONS**

**9.1 Reserved.**

**9.2 Nonsolicitation of Esri Personnel.** Licensee shall not solicit for hire any member of Esri's technical staff who is associated with this PSS Agreement while the PSS Agreement is in effect and for a period of one (1) year thereafter. If this provision is breached, liquidated damages equal to twelve (12) months of the Esri's technical staff's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by Licensee to Esri. The foregoing shall in no way restrict Licensee from publically advertising positions for hire in newspapers, professional magazines, or Internet postings.

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

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

**9.5 No Implied Waiver.** The failure of either Party to enforce any provision of this PSS Agreement shall not be deemed a waiver of the provisions or of the right of such Party thereafter to enforce that or any other provision.

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

**9.7 Reserved.**

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