



# RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

ENVIRONMENTAL SYSTEMS RESEARCH INST INC  
380 NEW YORK ST  
REDLANDS, CA 92373  
United States

Amendment Date: 29-SEP-08  
Original Award Date: 12-JUL-06  
Buyer: L Roche  
Phone #: 401-574-8118  
FOB: Destination  
Terms: NET 30  
Vendor # 434

<b>S H I P  T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number <b>7</b> Award Number <b>68M00210512</b> Effective Period <b>01-JUL-92 - 30-SEP-10</b>	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
---	---	---	--	---

MPA-183 SOFTWARE, GEO INF SYSTEM

Description			Bid Number	Change Order Req#	
<b>MPA-183 SOFTWARE, GEO INF SYSTEM</b>					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #68M00210512 DATED 6/8/92  CHANGE EFFECTIVE PERIOD: FROM: 7/1/92 - 9/30/08 TO: 7/1/92 - 9/30/10  PER ATTACHED AGREEMENT SIGNED BY DONALD J. BERRY, JR. & SHERON BEALER ON 9/25/08 (ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.), AND JEROME MOYNIHAN ON 9/29/08 (STATE OF RHODE ISLAND & PROVIDENCE, PLANTATIONS)			

**STATE PURCHASING AGENT**

RHODE ISLAND PRICING - ESRI

Section	Description	Price
1	<b>ArcGIS Concurrent Use Licenses</b>	
	ArcInfo Concurrent Use License (new user)	\$14 000 00
	ArcInfo Concurrent Use License (existing user)	\$9 900 00
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st )	\$3 000 00
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2- 10 12-20 )	\$1 200 00
	ArcEditor Concurrent Use License	\$7 000 00
	ArcView Concurrent Use License	\$3 500 00
	ArcGIS Spatial Analyst Concurrent Use License	\$2,500 00
	ArcGIS 3D Analyst Concurrent Use License	\$2 500 00
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2 500 00
	ArcGIS Publisher Concurrent Use License	\$2 500 00
	ArcGIS Survey Analyst Concurrent Use License	\$2 500 00
	ArcGIS Tracking Analyst Concurrent Use License	\$2,500 00
	ArcGIS ArcScan Concurrent Use License	\$2 500 00
	ArcGIS Maplex Concurrent Use License	\$2 500 00
	ArcGIS Data Interoperability Concurrent Use License	\$2,500 00
	ArcGIS Network Analyst Concurrent Use License	\$2,500 00
	ArcGIS Schematics Concurrent Use License	\$2 500 00
	Job Tracking for ArcGIS (JTX) Concurrent Use License	\$2,500 00
	Primary Maintenance for ArcView Concurrent Use License	\$700 00
	Secondary Maintenance for ArcView Concurrent Use License	\$500 00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500 00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200 00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500 00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200 00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500 00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200 00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500 00
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200 00
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$500 00
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$200 00
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500 00
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200 00
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500 00
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200 00
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500 00
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200 00
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500 00
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200 00
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$500 00
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200 00
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$500 00
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200 00
	Primary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$500 00
	Secondary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$200 00
	Primary Maintenance for ArcEditor Concurrent Use License	\$1 500 00
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1 200 00
	<b>ArcGIS Single Use Licenses</b>	
	ArcEditor Single Use License	\$7 000 00
	ArcGIS ArcView Single Use License	\$1 500 00
	ArcGIS Spatial Analyst Single Use License	\$2 500 00
	ArcGIS 3D Analyst Single Use License	\$2,500 00
	ArcGIS Geostatistical Analyst Single Use License	\$2,500 00
	ArcGIS Publisher Single Use License	\$2 500 00
	ArcGIS Survey Analyst Single Use License	\$2 500 00
	ArcGIS Tracking Analyst Single Use License	\$2 500 00
	ArcGIS ArcScan Single Use License	\$2,500 00
	ArcGIS Maplex Single Use License	\$2 500 00
	ArcGIS Data Interoperability Single Use License	\$2 500 00
	ArcGIS Network Analyst Single Use License	\$2 500 00
	ArcGIS Schematics Single Use License	\$2,500 00

RHODE ISLAND PRICING - ESRI

ArcGIS Job Tracking Single Use License	\$2,500 00
Primary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$400 00
Secondary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$300 00
Primary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$1,000 00
Secondary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$900 00
Primary Maintenance for ArcEditor Single Use (Without Extensions)	\$1 500 00
Secondary Maintenance for ArcEditor Single Use (Without Extensions)	\$1 200 00
Primary Maintenance for ArcEditor Single Use with Extensions	\$2 100 00
Secondary Maintenance for ArcEditor Single Use with Extensions	\$1 800 00
<b>Maintenance Activation Program</b>	
Primary Maintenance Activation Fee for ArcView 8 1 8 2 8 3 or 9 0 9 1- Single Use License for Windows, Core Only	\$600 00
Secondary Maintenance Activation Fee for ArcView 8 1 8 2 8 3 or 9 0, 9 1 - Single Use License for Windows Core Only	\$400 00
Primary Maintenance Activation Fee for ArcView 8 1 8 2 8 3 or 9 0, 9 1 - Single Use License for Windows Core plus Extensions	\$1 500 00
Secondary Maintenance Activation Fee for ArcView 8 1 8 2 8 3 or 9 0 9 1 - Single Use License for Windows Core plus Extensions	\$1,300 00
Primary Maintenance Activation Fee for ArcView 3 2 or 3 3 Single Use License for Windows, Core Only	\$600 00
Secondary Maintenance Activation Fee for ArcView 3 2 or 3.3 Single Use License for Windows Core Only	\$400 00
Primary Maintenance Activation Fee for ArcView 3 2 or 3 3 Single Use License for Windows Core plus Extensions	\$1 500 00
Secondary Maintenance Activation Fee for ArcView 3 2 or 3 3 Single Use License for Windows Core plus Extensions	\$1 300 00
Primary Maintenance Activation Fee for ArcView 3 2 License for UNIX, Core Only	\$1,050 00
Secondary Maintenance Activation Fee for ArcView 3 2 License for UNIX, Core Only	\$750 00
Primary Maintenance Activation Fee for ArcView 3 2 License for UNIX Each Extension	\$750 00
Secondary Maintenance Activation Fee for ArcView 3 2 License for UNIX, Each Extension	\$300 00
<b>ArcGIS Upgrades</b>	
ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be on maintenance to qualify)	\$2,000 00
<b>Upgrade from One ArcGIS Product to Another</b>	
Upgrade from ArcView Single Use to ArcEditor	\$5 500 00
Upgrade from ArcView Single Use to ArcInfo—New ArcInfo User	\$12,500 00
Upgrade from ArcView Single Use to ArcInfo—Existing ArcInfo User	\$8 400 00
Upgrade from ArcView Concurrent Use to ArcEditor	\$3,500 00
Upgrade from ArcView Concurrent Use to ArcInfo—New ArcInfo User	\$10 500 00
Upgrade from ArcView Concurrent Use to ArcInfo—Existing ArcInfo User	\$6 400 00
Upgrade from ArcEditor to ArcInfo—New ArcInfo User	\$7 000 00
Upgrade from ArcEditor to ArcInfo—Existing ArcInfo User	\$2 900 00
<b>ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT</b>	
ArcInfo 7 x or 8 0 x Node Locked 3-Pack License Annual Maintenance (Primary 1st, 11th 21st, 31st )	\$4 000 00
ArcInfo 7.x or 8 0.x Node Locked 3-Pack License Annual Maintenance (Secondary 2–10 12–20 )	\$1 600 00
ArcCOGO 7 x or 8 0 x Extension Floating License	\$2 500 00
ArcCOGO 7 x or 8 0 x Extension Floating License Annual Maintenance (each) (Primary 1st 11th 21st 31st )	\$500 00
ArcCOGO 7 x or 8 0 x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20 )	\$200 00
ArcInfo 7 x or 8 0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st 11th, 21st 31st . )	\$1 100 00
ArcInfo 7 x or 8 0 x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10 12–20 . )	\$440 00
ArcInfo 7 x or 8 0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st 11th 21st 31st . )	\$1 100 00
ArcInfo 7 x or 8 0 x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20 . )	\$440 00
ArcInfo 7 x or 8 0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st 11th, 21st 31st . )	\$1 100 00
ArcInfo 7 x or 8 0 x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20 . )	\$440 00
ArcStorm First License (3 seats) Annual Maintenance	\$500 00
ArcStorm Additional License (each additional seat) Annual Maintenance	\$100 00

RHODE ISLAND PRICING - ESRI

	<b>ArcPress for ArcView</b>	
	ArcPress for ArcView UNIX License	\$295 00
	ArcPress for ArcView Windows/Windows NT License	\$295 00
2	<b>ArcView 3 x and Extensions</b>	
	<b>UNIX</b>	
	ArcView 3 x for UNIX License Qty. 1-5 (each)	\$2 195 00
	ArcView 3 x for UNIX License Qty. 6-25 (each)	\$1 976 00
	ArcView 3 x for UNIX License Qty. 26+ (each)	\$1,756 00
	ArcView 3 x for UNIX License Primary Maintenance	\$700 00
	ArcView 3.x for UNIX License Secondary Maintenance	\$500 00
	Transfer of ArcView 3.x for UNIX to ArcView 3 x for Windows/Windows NT	\$500 00
	ArcView Network Analyst Extension for UNIX License Qty. 1-5 (each)	\$2 495 00
	ArcView Network Analyst Extension for UNIX License Qty. 6-25 (each)	\$2 246 00
	ArcView Network Analyst Extension for UNIX License Qty. 26+ (each)	\$1,996 00
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500 00
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200 00
	ArcView Tracking Analyst Extension for UNIX License Qty. 1-5 (each)	\$2 495 00
	ArcView Tracking Analyst Extension for UNIX License Qty. 6-25 (each)	\$2 246 00
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	\$1,996 00
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500 00
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200 00
	ArcView Spatial Analyst Extension for UNIX License Qty. 1-5 (each)	\$2 995 00
	ArcView Spatial Analyst Extension for UNIX License Qty. 6-25 (each)	\$2 696 00
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	\$2,396 00
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500 00
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200 00
	ArcView 3D Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,995 00
	ArcView 3D Analyst Extension for UNIX License Qty. 6-25 (each)	\$2 696 00
	ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each)	\$2,396 00
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500 00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200 00
	<b>Windows/Windows NT</b>	
	ArcView 3 x for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$1 195 00
	ArcView 3 x for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$1,076 00
	ArcView 3 x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$956 00
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400 00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300 00
	Primary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$1,000 00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$900 00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1 495 00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1 346 00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1 196 00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1 495 00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1 346 00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1 196 00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2 495 00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,246 00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1 996 00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2 495 00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2 246 00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1 996 00
	<b>ArcView StreetMap</b>	
	ArcView StreetMap 1 x for Windows/Windows NT License (U S data)	\$495 00
3	<b>MapObjects</b>	
	<b>MapObjects—Windows Edition</b>	
	MapObjects—Windows Edition Stand-Alone Developer's Kit (includes MapObjects—Windows Edition and 50 Stand-Alone Deployments)	\$5 000 00
	MapObjects—Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to two CPUs)	\$12,000 00
	Additional MapObjects—Windows Edition Developer License	\$1 000 00
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	\$1 000 00

RHODE ISLAND PRICING - ESRI

	MapObjects—Windows Limited Deployment Site License Kit	\$20 000 00
	Maintenance for MapObjects—Windows Edition Stand-Alone Developer Kit	\$1,000 00
	Maintenance for MapObjects—Windows Edition Internet Developer Kit	\$2,400 00
	Maintenance for Additional MapObjects—Windows Edition Developer License	\$200 00
	Maintenance for MapObjects—Windows Limited Deployment Site License Kit	\$3 000 00
	25-Pack Additional MapObjects—Windows Edition Stand-Alone Deployments	\$2 500 00
	<b>MapObjects LT</b>	
	MapObjects LT Web Download License	\$350 00
	<b>MapObjects—Java Edition</b>	
	MapObjects—Java Edition Stand-Alone Developer Kit (includes MapObjects—Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	\$5 000 00
	MapObjects—Java Edition Internet Developer Kit (Includes 2 MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$7,500 00
	Additional MapObjects—Java Edition Developer License	\$1 000 00
	Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$5 000 00
	Additional MapObjects—Java Edition CPU Deployment License	\$3 750 00
	Maintenance for MapObjects—Java Edition Stand-Alone Developer Kit	\$1 000 00
	Maintenance for MapObjects—Java Edition Internet Developer Kit	\$1,500 00
	Maintenance for Additional MapObjects—Java Edition Developer License	\$200 00
	Maintenance for Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$1,000 00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License	\$750 00
	25-Pack Additional MapObjects—Java Edition Stand-Alone Deployments	\$2 500 00
	<b>MapObjects—Java Edition (Staging Server)</b>	
	MapObjects—Java Edition Internet Developer Kit for Staging Server (includes two MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$3,750 00
	Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$500 00
	Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$2 500 00
	Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$1,875 00
	Maintenance for MapObjects—Java Edition Internet Developer Kit for Staging Server	\$750 00
	Maintenance for Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$100 00
	Maintenance for Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$500 00
4	Maintenance for Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$375 00
	<b>ArcGIS Engine Runtime</b>	
	Standard ArcGIS Engine Runtime License	\$500 00
	ArcGIS Engine Runtime 3D Extension License	\$1 000 00
	ArcGIS Engine Runtime Spatial Extension License	\$1,000 00
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	\$1 000 00
	ArcGIS Engine Runtime Network Extension License	\$1 000 00
	ArcGIS Engine Runtime Schematics Extension License	\$1 000 00
	ArcGIS Engine Runtime Tracking Extension License	\$1 000 00
	ArcGIS Engine Runtime Maplex Extension License	\$1 000 00
	ArcGIS Engine Runtime Data Interoperability Extension License	\$1,000 00
	Maintenance for Standard ArcGIS Engine Runtime License without Extensions	\$100 00
	Maintenance for Standard ArcGIS Engine Runtime License with Extensions	\$400 00
5	<b>ArcGIS Server</b>	
	<b>ArcGIS Server— Enterprise</b>	
	<b>Enterprise Advanced</b>	
	ArcGIS Server Enterprise Advanced (up to four cores)	\$40 000 00
	Annual Maintenance ArcGIS Server Enterprise Advanced (up to four cores)	\$10 000 00
	ArcGIS Server Enterprise Advanced (additional cores)	\$10 000 00
	Annual Maintenance ArcGIS Server Enterprise Advanced (additional cores)	\$2 500 00
	<b>Enterprise Standard</b>	
	ArcGIS Server Enterprise Standard (up to four cores)	\$20 000 00
	Annual Maintenance ArcGIS Server Enterprise Standard (up to four cores)	\$5,000 00
	ArcGIS Server Enterprise Standard (additional cores)	\$5 000 00
	Annual Maintenance ArcGIS Server Enterprise Standard (additional cores)	\$1 250 00
	<b>Enterprise Basic</b>	
	ArcGIS Server Enterprise Basic (up to four cores)	\$10 000 00
	Annual Maintenance ArcGIS Server Enterprise Basic (up to four cores)	\$3 000 00
	ArcGIS Server Enterprise Basic (additional cores)	\$2,500 00

RHODE ISLAND PRICING – ESRI

Annual Maintenance ArcGIS Server Enterprise Basic (additional cores)	\$750 00
<b>Workgroup</b>	
ArcGIS Server Workgroup Advanced (up to two cores)	\$10,000 00
Annual Maintenance ArcGIS Server Workgroup Advanced (up to two cores)	\$2,500 00
ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	\$5 000 00
Annual Maintenance ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	\$1 250 00
ArcGIS Server Workgroup Standard (up to two cores)	\$5 000 00
Annual Maintenance ArcGIS Server Workgroup Standard (up to two cores)	\$1 250 00
ArcGIS Server Workgroup Standard (additional core—maximum four cores per server)	\$2 500 00
Annual Maintenance ArcGIS Server Workgroup Standard (additional cores—maximum four cores per server)	\$625 00
ArcGIS Server Workgroup Basic (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$5 000 00
Annual Maintenance ArcGIS Server Workgroup Basic — (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$1 250 00
<b>ArcGIS Server Enterprise Extensions</b>	
ArcGIS Server Advanced Enterprise Extensions - 3D, Data Interoperability Geostatistical Image Job Tracking, Network, Schematics and Spatial (up to four cores)	\$10 000 00
ArcGIS Server Standard Enterprise Extensions - Data Interoperability, Image Job Tracking Network (up to four cores)	\$10 000 00
Annual Maintenance ArcGIS Server Advanced Enterprise Extensions - 3D, Data Interoperability Geostatistical Image, Job Tracking Network, Schematics and Spatial (up to four cores)	\$2 500 00
Annual Maintenance ArcGIS Server Standard Enterprise Extensions - Data Interoperability Image Job Tracking, Network (up to four cores)	\$2 500 00
ArcGIS Server Enterprise Advanced Extensions - 3D, Data Interoperability Geostatistical Image Job Tracking, Network Schematics and Spatial (additional cores)	\$2 500 00
ArcGIS Server Enterprise Standard Extensions - Data Interoperability Image, Job Tracking Network (additional cores)	\$2 500 00
Annual Maintenance ArcGIS Server Enterprise Advanced Extensions - 3D Data Interoperability, Geostatistical, Image, Job Tracking Network, Schematics and Spatial (additional cores)	\$625 00
Annual Maintenance ArcGIS Server Enterprise Standard Extensions - Data Interoperability Image Job Tracking, Network (additional cores)	\$625 00
<b>ArcGIS Server Workgroup Extensions</b>	
ArcGIS Server Advanced Workgroup Extensions - 3D, Data Interoperability, Geostatistical, Image Job Tracking, Network, Schematics and Spatial (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$5 000 00
ArcGIS Server Standard Workgroup Extensions - Data Interoperability, Image, Job Tracking Network (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$5 000 00
Annual Maintenance ArcGIS Server Advanced Workgroup Extensions - 3D, Data Interoperability, Geostatistical, Image, Job Tracking Network, Schematics and Spatial (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$1 250 00
Annual Maintenance ArcGIS Server Standard Workgroup Extensions - Data Interoperability Image, Job Tracking, Network (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$1 250 00
<b>ArcGIS Mobile</b>	
ArcGIS Mobile Additional Application and Runtime Deployments—25 Pack	\$2,500 00
Annual Maintenance ArcGIS Mobile Additional Application and Runtime Deployments—25 Pack	\$500 00
<b>ArcGIS Server Connection Licenses for ArcSDE 9.2</b>	
ArcGIS Server Read Write Server Connection for Enterprise	\$1,000 00
ArcGIS Server Read Only Server Connection for Enterprise	\$500 00
Maintenance for ArcGIS Server Read Write Server Connection for Enterprise	\$150 00
Maintenance for ArcGIS Server Read Only Server Connection for Enterprise	\$150 00
<b>ArcGIS Server Upgrades</b>	
ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	\$10,000 00
ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	\$30 000 00
ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	\$20 000 00
ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Standard License	\$2 500 00
ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Advanced License	\$7 500 00
ArcGIS Server Additional Cores Enterprise Standard Upgrade to Enterprise Advanced License	\$5,000 00
ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard (up to four cores)	\$5 000 00
ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced (up to four cores)	\$15 000 00
ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced (up to four cores)	\$10,000 00
<b>ArcGIS Server Upgrades - Workgroup to Enterprise</b>	

RHODE ISLAND PRICING -- ESRI

	ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic (up to four cores)	\$5 000 00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard (up to four cores)	\$15 000 00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced (up to four cores)	\$35 000 00
	ArcGIS Server Workgroup Standard upgrade to Enterprise Standard (up to four cores)	\$10 000 00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced (up to four cores)	\$30 000 00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced (up to four cores)	\$20 000 00
	<b>ArcGIS Server—Enterprise (Staging Server)</b>	
	<b>Enterprise Advanced (Staging Server)</b>	
	ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	\$20 000 00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	\$5 000 00
	ArcGIS Server Enterprise Advanced Staging Server (additional cores)	\$5 000 00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server (additional cores)	\$1 250 00
	<b>Enterprise Standard (Staging Server)</b>	
	ArcGIS Server Enterprise Standard Staging Server (up to four cores)	\$10 000 00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server (up to four cores)	\$2,500 00
	ArcGIS Server Enterprise Standard Staging Server (additional cores)	\$2,500 00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server (additional cores)	\$625 00
	<b>Enterprise Basic (Staging Server)</b>	
	ArcGIS Server Enterprise Basic Staging Server (up to four cores)	\$5 000 00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server (up to four cores)	\$1 500 00
	ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$1,250 00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$375 00
	<b>ArcGIS Server Extensions (Staging Server)</b>	
	ArcGIS Server Staging Server Advanced Enterprise Extensions - 3D, Data Interoperability Geostatistical Image, Job Tracking, Network Schematics and Spatial (up to four cores)	\$5 000 00
	ArcGIS Server Staging Server Standard Enterprise Extensions - Data Interoperability Image Job Tracking Network (up to four cores)	\$5 000 00
	Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Extensions - 3D, Data Interoperability Geostatistical, Image, Job Tracking Network Schmatics, and Spatial (up to four cores)	\$1 250 00
	Annual Maintenance ArcGIS Server Staging Server Standard Enterprise Extensions - Data Interoperability, Image, Job Tracking Network (up to four cores)	\$1 250 00
	ArcGIS Server Staging Server Advanced Enterprise Extensions - 3D, Data Interoperability Geostatistical Image, Job Tracking, Network Schematics, and Spatial (additional cores)	\$1,250 00
	ArcGIS Server Staging Server Standard Enterprise Extensions - Data Interoperability Image, Job Tracking Network (additional cores)	\$1 250 00
	Annual Maintenance ArcGIS Server Staging Server Advanced Enterprise Extensions - 3D, Data Interoperability Geostatistical, Image Job Tracking Network, Schematics and Spatial (additional cores)	\$1 250 00
	ArcGIS Server Staging Server Standard Enterprise Extensions - Data Interoperability Image Job Tracking Network (additional cores)	\$1 250 00
	<b>ArcGIS Server Staging Server Upgrades</b>	
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	\$5 000 00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	\$15 000 00
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	\$10 000 00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (additional cores)	\$1 250 00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (additional cores)	\$3 750 00
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (additional cores)	\$2 500 00
	<b>ArcGIS Server Staging Server Connections to Support ArcSDE 9.2</b>	
	ArcGIS Server Staging Server Read Write Server Connection for Enterprise	\$500 00
	ArcGIS Server Staging Server Read Only Server Connection for Enterprise	\$250 00
	Maintenance for ArcGIS Server Staging Server Read Write Server Connection for Enterprise	\$75 00
	Maintenance for ArcGIS Server Staging Server Read Only Server Connection for Enterprise	\$75 00
7	<b>ArcIMS</b>	
	ArcIMS 9.2 Full Use Deployment (up to two cores)	\$5,000 00
	ArcIMS 9.2 Full Use Deployment (additional core – maximum four cores per server)	\$2 500 00
	ArcIMS 9.2 Full Use Deployment (up to two cores) Maintenance	\$1,000 00
	ArcIMS 9.2 Full Use Deployment (additional core) Maintenance	\$500 00
	<b>ArcIMS Route Server</b>	
	ArcIMS Route Server (price per ArcIMS server—maximum four cores per server)	\$3,000 00
	Annual Maintenance ArcIMS Route Server (price per ArcIMS server—maximum four cores per server)	\$600 00
8	<b>Business Applications Software</b>	
	<b>ArcGIS Business Analyst (Single or Concurrent Use)</b>	

RHODE ISLAND PRICING - ESRI

ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$18 495 00
ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$13,495 00
ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$8 495 00
ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$18,495 00
ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$13,495 00
ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$8 495 00
ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$22 500 00
ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$15 995 00
ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$9,910 00
Annual Maintenance for ArcGIS Business Analyst (National Dataset) Software License (per license)	\$18 495 00
Annual Maintenance for ArcGIS Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$13 495 00
Annual Maintenance for ArcGIS Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$8 495 00
Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License (per license)	\$18,495 00
Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License (per license)	\$13 495 00
Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License (per license)	\$8 495 00
Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License (per license)	\$22 500 00
Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License (per license)	\$15 995 00
Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License (per license)	\$9,910 00
<b>ArcGIS Business Analyst for Canada</b>	
ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance (per license)	\$25 500 00
ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$10 200 00
Annual Maintenance for ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance (per license)	\$20 400 00
Annual Maintenance for ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$8,160 00
<b>ArcGIS Business Analyst Server</b>	
ArcGIS Business Analyst Server Enterprise Advanced (up to four cores)	\$110 000 00
ArcGIS Business Analyst Server Enterprise Advanced (additional core)	\$27 500 00
ArcGIS Business Analyst Server Enterprise Advanced (up to four cores) Maintenance	\$88,000 00
ArcGIS Business Analyst Server Enterprise Advanced (additional core) Maintenance	\$22 000 00
ArcGIS Business Analyst Server Workgroup Advanced (per server - minimum two cores, maximum four cores)	\$55 000 00
ArcGIS Business Analyst Server Workgroup Advanced - (per server - minimum two cores maximum four cores) Maintenance	\$44 000 00
9 <b>Tracking Server</b>	
Tracking Server for Windows (up to two cores)	\$10 000 00
Tracking Server for Windows (additional core)	\$5,000 00
Update Fee Tracking Server (up to two cores)	\$2 000 00
Update Fee Tracking Server (additional core)	\$1,000 00
<b>Tracking Server (Staging Servers)</b>	
Tracking Server Staging Server for Windows (up to two cores)	\$5 000 00
Tracking Server Staging Server for Windows (additional core)	\$2 500 00
Update Fee Tracking Server Staging Server (up to two cores)	\$1 000 00
Update Fee Tracking Server Staging Server (additional cores)	

RHODE ISLAND PRICING - ESRI

10	<b>ArcGIS Image Server</b>	
	ArcGIS Image Server (up to four cores)	\$10 000 00
	Annual Maintenance ArcGIS Image Server (up to four cores)	\$2 500 00
	ArcGIS Image Server (additional cores)	\$2,500 00
	Annual Maintenance ArcGIS Image Server (additional cores)	\$625 00
	<b>ArcGIS Image Server (Staging Server)</b>	
	ArcGIS Image Server Staging Server (up to four cores)	\$5 000 00
	Annual Maintenance ArcGIS Image Server Staging Server (up to four cores)	\$1 250 00
	ArcGIS Image Server Staging Server (additional cores)	\$1,250 00
	Annual Maintenance ArcGIS Image Server Staging Server (additional cores)	\$312 00
	<b>ArcGIS Image Server Service Editor Desktop Deployment License</b>	
	ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$2 500 00
	Annual Maintenance—ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$625 00
11	<b>ArcLogistics Route</b>	
	ArcLogistics Route for Windows/Windows NT Single Use License (U S data)	\$12,000 00
	ArcLogistics Route Annual Maintenance (U S data)	\$2 000 00
	ArcLogistics Route Additional Service Area (U S data)	\$2 000 00
	ArcLogistics Route Additional Service Area (U S data) Annual Maintenance	\$1 000 00
	ArcLogistics Route No Data License	\$10 000 00
	ArcLogistics Route No Data License Annual Maintenance	\$1 000 00
	ArcLogistics Route for Citrix License (U S data) 5-Pack	\$30 000 00
	ArcLogistics Route for Citrix License (U S data) 5-Pack Annual Maintenance	\$6 000 00
	ArcLogistics Route for Citrix License (U S data) 25-Pack	\$100,000 00
	ArcLogistics Route for Citrix License (U S data) 25-Pack Annual Maintenance	\$20,000 00
	ArcLogistics Route No Data License for Citrix 5-Pack	\$25 000 00
	ArcLogistics Route No Data License for Citrix 5-Pack Annual Maintenance	\$5 000 00
	ArcLogistics Route No Data License for Citrix 25-Pack	\$75 000 00
	ArcLogistics Route No Data License for Citrix 25-Pack Annual Maintenance	\$15,000 00
	<b>BusinessMAP</b>	
	BusinessMAP 4	\$350 00
	<b>RouteMAP IMS</b>	
	RouteMAP IMS (up to four cores) Includes RouteMAP IMS Software and Internet Deployment License	\$3,000 00
	RouteMAP IMS (additional core license)	\$125 00
	Maintenance RouteMAP IMS (up to four cores) Includes RouteMAP IMS Software and Internet Deployment License	\$1,000 00
	Maintenance RouteMAP IMS (additional cores)	\$125 00
	Data Pack-North America for RouteMAP IMS (up to four cores) Includes Data for United States Canada and Puerto Rico Software and Internet Deployment License	\$6 500 00
	Data Pack-North America for RouteMAP IMS (additional cores) Includes data for United States Canada and Puerto Rico Internet Deployment	\$125 00
	Maintenance Data Pack-North America for RouteMAP IMS (up to four cores) Includes Data for United States Canada, and Puerto Rico Software and Internet Deployment License	\$3,000 00
	Maintenance Data Pack-North America for RouteMAP IMS (additional cores) Includes Data for United States Canada, and Puerto Rico Internet Deployment	\$125 00
12	<b>Other Software</b>	
	<b>Maplex</b>	
	Maplex First Single Use License	\$15 000 00
	Maplex Second Single Use License	\$14 000 00
	Maplex Third Single Use License	\$11 500 00
	Maplex Single Use License Annual Primary Maintenance	\$3 750 00
	Maplex Single Use License Annual Secondary Maintenance	\$1 500 00
	<b>PLTS for ArcGIS—Single or Concurrent Use</b>	
	PLTS for ArcGIS—Mapping Agency Solution	\$10 000 00
	Annual Maintenance for PLTS for ArcGIS—Mapping Agency Solution	\$2 500 00
	PLTS for ArcGIS—Nautical Solution	\$10 000 00
	Annual Maintenance for PLTS for ArcGIS—Nautical Solution	\$2 500 00
	PLTS for ArcGIS—Defense Solution	\$10 000 00
	Annual Maintenance for PLTS for ArcGIS—Defense Solution	\$2 500 00
	PLTS for ArcGIS—Aeronautical Solution	\$10 000 00
	Annual Maintenance for PLTS for ArcGIS—Aeronautical Solution	\$2 500 00
	PLTS for ArcGIS—Foundation	\$5,000 00
	Annual Maintenance for PLTS for ArcGIS—Foundation	\$1 250 00

RHODE ISLAND PRICING - ESRI

	<b>GIS Data ReViewer (Single or Concurrent Use)</b>	
	GIS Data ReViewer	\$2,500 00
	Annual Maintenance for GIS Data ReViewer	\$625 00
	Map Production System Atlas	\$2,500 00
	Annual Maintenance for Map Production System Atlas	\$625 00
13	<b>Mobile GIS</b>	
	<b>ArcPad</b>	
	ArcPad Single Use License	\$495 00
	ArcPad Single Use License Technical Support	\$295 00
	<b>ArcPad Application Builder</b>	
	ArcPad Application Builder Single Use License	\$1,500 00
	ArcPad Application Builder Primary Maintenance	\$500 00
	ArcPad Application Builder Secondary Maintenance	\$300 00
	ArcPad 5 x/6.x Upgrade to 7 x	\$150 00
13	<b>StreetMap Mobile</b>	
	<b>StreetMap Mobile—No Data</b>	
	StreetMap Mobile—No Data included (25–50 licenses)	\$80 00
	StreetMap Mobile—No Data included (51–100 licenses)	\$70 00
	StreetMap Mobile—No Data included (101–1000 licenses)	\$50 00
	StreetMap Mobile—No data included (1001 + licenses)	\$25 00
	<b>StreetMap Mobile—No Data Upgrades</b>	
	StreetMap Mobile—No data included (25–50 upgrade licenses)	\$80 00
	StreetMap Mobile—No Data included (51–100 upgrade licenses)	\$70 00
	StreetMap Mobile—No Data included (101–1000 upgrade licenses)	\$50 00
	StreetMap Mobile—No Data included (1001 + upgrade licenses)	\$25 00
	<b>StreetMap Mobile / ArcGIS Mobile—with Data Option</b>	
	StreetMap Premium Mobile Data (1–50 licenses)	\$100 00
	StreetMap Premium Mobile Data (51–100 licenses)	\$90 00
	StreetMap Premium Mobile Data (100–1000 licenses)	\$80 00
	StreetMap Premium Mobile Data (1001 + licenses)	\$50 00
	<b>StreetMap Mobile / ArcGIS Mobile—with Data Option Quarterly Updates</b>	
	StreetMap Premium Mobile Data—Quarterly Updates (1–50 licenses)	\$200 00
	StreetMap Premium Mobile Data—Quarterly Updates (51–100 licenses)	\$180 00
	StreetMap Premium Mobile Data—Quarterly Updates (101–1000 licenses)	\$160 00
	StreetMap Premium Mobile Data—Quarterly Updates (1001 + licenses)	\$100 00
14	<b>ESRI Developer Network (EDN)</b>	
	Annual License for ESRI Developer Network (EDN) without ArcView	\$1 500 00
	EDN with ArcView Single Use License Bundle (includes 3D Analyst Spatial Analyst, and Network Analyst extensions)	\$2 000 00
	EDN with ArcEditor Single Use License Bundle (includes 3D Analyst Spatial Analyst and Network Analyst extensions)	\$3 000 00
	EDN with ArcInfo Desktop License Bundle (includes 3D Analyst Spatial Analyst and Network Analyst extensions)	\$4 000 00
	<b>For Customers who already had EDN</b>	
	Add-on ArcView to a Current EDN Single Use License—One per EDN License	\$500 00
	Add-on ArcEditor to a Current EDN Single Use License—One per EDN License	\$1 500 00
	Add-on ArcInfo Desktop to a Current EDN Single Use License—One per EDN License	\$2 500 00
	<b>Software Upgrades</b>	
	EDN with ArcView Upgrade to ArcEditor Single Use	\$1 000 00
	EDN with ArcView Upgrade to ArcInfo Desktop Concurrent Use	\$2 000 00
	EDN with ArcEditor Upgrade to ArcInfo Desktop Concurrent Use	\$1 000 00
	Technical Support (10 calls) for ESRI Developer Network (EDN)	\$2 000 00
	Instructor-Led Training (5 days) for ESRI Developer Network (EDN)	\$2 000 00
15	<b>Software Media Kits and Hardware Keys</b>	
	Additional Install Kit for ArcGIS	\$100 00
	Additional ArcGIS Hardware Key (USB)	\$50 00
	Additional ArcGIS Hardware Key (Parallel)	\$50 00
16	<b>Premium Support Services</b>	
	Standard Premium Support 36 hour block	\$8 000 00
	<b>Installation Services</b>	
	ArcGIS Server Workgroup Basic Installation Service	\$3 100 00
	ArcGIS Server Workgroup Standard Installation Service	\$5 000 00
	ArcGIS Server Workgroup Advanced Installation Service	\$7 000 00

RHODE ISLAND PRICING - ESRI

	ArcGIS Server Enterprise Basic Installation Service	\$5 000 00
	ArcGIS Server Enterprise Standard Installation Service	\$7,000 00
	ArcGIS Server Enterprise Advanced Installation Service	\$14,000 00
	ArcIMS Installation Service	\$5,000 00
	Tracking Server Installation Service	\$20 000 00
17	<b>Instructor-Led Training</b>	
	ESRI Site Training per Student, per Day at ESRI Learning Centers in the USA (Price effective 01/01/2008)	\$490 00
	Client Site Training per Class per Day (12 Students) at Client Locations in the USA (Price effective 01/01/2008)	\$3 820 00
	<b>Virtual Campus</b>	
	<b>Individual Courses</b>	
	ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat	\$26 00
	ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat	\$52 00
	ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat	\$78 00
	ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat	\$104 00
	ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat	\$130 00
	ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat	\$156 00
	ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat	\$182 00
	ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat	\$208 00
	ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat	\$234 00
	<b>ESRI Virtual Campus Annual User License Pricing</b>	
	<b>Education Licenses (for all Virtual Campus courses)</b>	
	Premium Annual User License (\$2 500 Virtual Campus Dollar Value)	\$2 250 00
	Premium Annual User License (\$5,000 Virtual Campus Dollar Value)	\$4,250 00
	Premium Annual User License (\$10 000 Virtual Campus Dollar Value)	\$7 000 00
	Premium Annual User License (\$50,000 Virtual Campus Dollar Value)	\$30 000 00
	Premium Annual User License (\$100,000 Virtual Campus Dollar Value)	\$50 000 00
	Premium Annual User License (\$1 000 000 Virtual Campus Dollar Value)	\$500,000 00
	Premium One Year Extension Annual User License	\$600 00



MASTER PURCHASE AGREEMENT  
2008MPA2224

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

This Master Purchase Agreement ("MPA" or "Agreement") is between the governmental body ("Customer") identified below and Environmental Systems Research Institute, Inc. ("ESRI"). The Agreement enables Customer to acquire ESRI geographic information system Software, Data, Web Services, Documentation, services, or hardware over a defined period of time.

This Agreement is comprised of the following documents:

- 1 Master Purchase Agreement signature page, E111M 11/06
- 2 State and Local MPA Terms and Conditions, E500 11/06
- 3 General License Terms and Conditions, E200M 6/08
- 4 ESRI Exhibit 1, Scope of Use, E300 5/08C
- 5 ESRI MPA Price List
- 6 Custom Software, Technical Data, and Assistance License Addendum, E600 10/05, including Attachment A— Sample Task Order and Attachment B—Time and Materials Rate Schedule (J-8410)
- 7 ESRI Client Site Training Terms and Conditions, E207 1/08

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

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

STATE OF RHODE ISLAND AND PROVIDENCE  
PLANTATIONS  
(Customer)

By:   
Authorized Signature

Printed Name: Jerome Moynihan

Title: Administrator / Purchasing Systems

Date: 9/29/08

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC.  
(ESRI)

By:   
Authorized Signature

Printed Name: Donald J. Berry, Jr. & Sheron Bealer

Title: Dir. Of Operations & Dir. Contracts & Legal Svcs.

Date: September 25, 2008

**Customer Contact Information**

Contact: Christina Delage Baza, GIS Specialist II

Address: Division of Planning

Department of Administration, One Capitol Hill

City, State, ZIP: Providence, RI 02908

Telephone: 401-222-6481

Fax: 401-222-6482

E-mail: christina\_delage@doa.ri.gov



STATE AND LOCAL MPA TERMS AND CONDITIONS  
(E500 11/06)

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

**ARTICLE 1—DEFINITIONS**

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

- a. **"Authorized Entity"** means a political subdivision of the governmental body authorized by Customer to order and acquire Software, Data, Web Services, Documentation, products, or services under this Agreement.
- b. **"License Agreement"** means the General License Terms and Conditions (E200) and Exhibit 1, Scope of Use (E300)
- c. **"Licensee"** means the Customer or an Authorized Entity that places orders pursuant to this Agreement.

**ARTICLE 2—TERM OF AGREEMENT**

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

**ARTICLE 3—PRODUCT OFFERINGS**

**3.1 Discontinued Items.** ESRI may, at its sole discretion, discontinue offering any Software, Data, Web Services, Documentation, or other product and services included in this Agreement at any time upon reasonable written notice.

**3.2 New Items.** ESRI may, at its sole discretion, offer new Software, Data, Web Services, Documentation, hardware, services, or larger quantity discount pricing by providing written notice. ESRI may require additional license terms prior to use of new Software, Data, Web Services, Documentation, hardware, or services. Such notice shall become part of this Agreement upon (i) ordering Software, Data, Documentation, Web Services, hardware, or services covered by the notice or (ii) thirty (30) days after Licensee's receipt of notice, whichever is sooner. Licensee may object in writing to the terms of the notice prior to the occurrence of (i) or (ii). Any objections or changes to the terms in the notice shall require written agreement of both parties.

**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 Breach.** Without prejudice to any other right or remedy available, this Agreement may be terminated for breach provided the breaching party is given forty-five 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 for the convenience of Licensee, Licensee may continue to retain and use such licensed Software, Data, Web Services, and Documentation in accordance with the License Agreement. Licensee may then directly and separately contract for Software 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 Software, Data, or Documentation unless such Software, Data, or Documentation has been delivered. If the Software, Data, or Documentation has been shipped, the cancellation will require Licensee payment of return shipping costs. 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—FUNDING; NO MINIMUM PURCHASE

**6.1 Funding.** Where the financial obligations of Licensee payable after the current fiscal year are contingent upon funds being appropriated, budgeted, or otherwise made available, and the funds are not appropriated or otherwise made available, this Agreement may be terminated as set forth in Article 5.

**6.2 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 Software, Data, Web Services, Documentation, 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 shall require approval by ESRI via a written modification to this Agreement to be binding.

**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. Date delivery is requested (minimum thirty [30] days after ESRI receipt of order)
- d. Primary site for maintenance if primary maintenance is *not* ordered
- e. Quantity, description, and unit price
- f. On the face of the purchase order, print the following statement: "Subject to Master Purchase Agreement No. 2008MPA2224."

**7.3 Additional Quotes.** Licensee may request a quote for any new or unlisted Software, Data, Web Services, services, or hardware and issue a purchase order under this Agreement. ESRI may require additional license terms for use of the new or unlisted Software, Data, Web Services, services, or hardware.

**7.4 Authorized Entity.** An Authorized Entity may order or acquire Software, Data, Web Services, Documentation, hardware, services, or maintenance subject to this Agreement. Authorized Entities will be required to assent to the terms of this Agreement. ESRI shall not fill any purchase orders that do not adequately provide the information identified in section 7.2.

**7.5 Registration/Keycode Request.** To activate Software subject to a License Manager, Licensee may be required to register or obtain a keycode through ESRI's Web site at myESRI.com or through ESRI's Customer Service Department.

## ARTICLE 8—ESRI AUTHORIZED RESELLER ORDERS

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

- a. The quotation for Software 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 the Software ordered as defined at ESRI Web site <http://gis.esri.com/partners/index.html>. Select "Resellers" to view the authorized resellers and the Software 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 Software 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 the Software 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 Software, Data, Web Services, Documentation, maintenance, and support 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 pricing no more than once each calendar quarter upon written 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 Customer Software, Technical Data, and Assistance License Addendum (E600) and the Time and Material Rate Schedule (J-7264-a/BD) 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 not to exceed seven and one-half percent (7.5%) 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 [www.esri.com](http://www.esri.com) and the ESRI Client Site 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 Origin 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 Software 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, comprised of updates and technical support as specified in the latest software maintenance program found on the ESRI Web site 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 maintenance lapses, Licensee must pay back maintenance fees to reinstate maintenance.

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

**11.1 Terms of Compensation.** Software, Data, Documentation, and hardware will be invoiced one-hundred percent (100%) upon shipment. Web Services will be invoiced one-hundred percent (100%) upon issuance of access codes. Software and hardware installation and training services, as applicable, will be invoiced upon completion. 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 shipment of Software, Data, Documentation, and hardware shall be presumed to have occurred fifteen (15) days after shipment by ESRI. Acceptance of Web Services occurs upon issuance of access codes. If ESRI installation is ordered, acceptance occurs upon completion of ESRI Software 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 Software.

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 including communication with Licensee regarding appropriate logistics.

**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 12.6 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 SOFTWARE 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 Order of Precedence.** The General Provisions and Limitations of Liability provisions of the License Agreement shall apply to the entire Agreement unless specifically stated otherwise and are supplemented by the provisions set forth in this Article 13. In the event of a conflict between the terms of documents in this Agreement, the documents will have the following precedence: (i) ESRI MPA Terms and Conditions (E500), (ii) the License Agreement, (iii) the Customer Software, Technical Data, and Assistance License Addendum, and (iv) the ESRI Client Site Training Terms and Conditions.

**13.2 Notice.** 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 (E111)

ESRI Contact:

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



## GENERAL LICENSE TERMS AND CONDITIONS (E200M 6/08)

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

### ARTICLE 1—DEFINITIONS

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

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

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

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

### ARTICLE 3—GRANT OF LICENSE

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

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

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

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

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

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

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

## ARTICLE 4—SCOPE OF USE

### 4.1 Permitted Uses

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

### 4.2 Uses Not Permitted

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

## ARTICLE 5—TERM AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

**7.2 General Limitation of Liability.** EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF

WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION PURSUANT TO THIS LICENSE AGREEMENT

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

## ARTICLE 8—INFRINGEMENT INDEMNITY

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

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

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

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

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

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

## ARTICLE 9—GENERAL PROVISIONS

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

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

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

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

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

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

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

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

**9.9 Government Licensee.** The Software, Data, Web Services, and Documentation are commercial computer software, commercial data, commercial computer software documentation, and commercial Web Services. This License Agreement contains ESRI's commercial license terms and conditions for such items. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of the Software, Data, Web Services, and Documentation. No other license terms or conditions shall apply unless expressly agreed in writing by ESRI and Licensee. ESRI Software source code is unpublished and all rights to the Software, Data, Web Services, and Documentation are reserved under copyright laws of the United States. In the event any court, arbitrator, or board holds that Licensee has greater rights to any portion of the Software, Data, Web Services, or Documentation under applicable public procurement law, such rights shall extend only to the portion affected, and use, duplication, or disclosure by Licensee is subject to restrictions as provided in FAR 52.227-19(b) (DEC 2007), FAR 52.227-14 (ALT III) (DEC 2007), DFARS 252.227-7015 (NOV 1995), or NFS 1852 227-86 (DEC 1987), or the local, state, or foreign equivalent, as applicable

**9.10 Governing Law—Licensees in the United States of America, Its Territories, and Outlying Areas.** This License Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island without reference to conflict of laws principles, except that U.S. federal law shall govern in matters of intellectual property

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



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

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

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

**Desktop GIS**

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

**Server GIS**

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

**Mobile GIS**

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

**Developer GIS**

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

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

**GIS Viewers and Connectors**

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

**Business GIS**

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

**Cartographic Production**

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

**Web Services**

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

**Data**

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

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

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

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



**CUSTOM SOFTWARE, TECHNICAL DATA, AND  
ASSISTANCE LICENSE ADDENDUM  
(E600 10/05)**

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

**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. "Task Order" means a task order issued under this Addendum (A sample task order form is attached as Attachment A)
- 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 Software.
- iii. "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.
- iv. "Map Data" means any digital data set(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied or used in performance of any Task Order
- v. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by Licensee under a Task Order
- vi. "Supported Software" means the Software identified pursuant to Article 2

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

ESRI shall provide Deliverables as specified in Task Orders for support of the Software identified therein ("Supported Software")

Unless otherwise provided by ESRI in writing, ESRI's Senior Contract Administrator, \_\_\_\_\_, 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 Deliverables specified in Task Orders. By written notice, either party may replace the project manager at any time with a similarly qualified person

ESRI shall complete each Task Order in accordance with the schedule specified in that Task Order.

**ARTICLE 3—LICENSE GRANT**

Subject to the terms and conditions set forth in this Agreement and effective upon their delivery, ESRI hereby grants to Licensee a nonexclusive, worldwide license in the Deliverables to use, modify, and reproduce the Deliverables in connection with Licensee's authorized use of Supported Software. The grant in the immediately preceding sentence does not apply to Map Data, which Licensee must separately and directly license from the vendor

**ARTICLE 4—PATENTS AND INVENTIONS**

During 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 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 as ESRI's Inventors solely make or conceive while providing technical assistance pursuant to this Addendum. The parties shall jointly own any Invention made or conceived jointly by Inventors from both parties. With respect to such Inventions of Licensee relating to the Software and as additional compensation for the Technical Data access and license provided under this Addendum, 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.

Licensee agrees to disclose promptly to ESRI (i) each Invention relating to the Software and made or conceived by Licensee's Inventors during the term of this Addendum and (ii) of any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.

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 is hereby given to ESRI for Inventions relating to the Software and shall otherwise 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—OWNERSHIP, CONFIDENTIALITY, AND EXPORT CONTROLS**

Except as specifically granted in this Addendum, ESRI or its licensors own and retain all right, title, and interest in the Deliverables. This Agreement does not transfer ownership rights of any description in the Deliverables to Licensee or any third party.

Unless otherwise agreed in writing, the Deliverables are ESRI confidential and Licensee shall preserve and protect their confidentiality. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Deliverables delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Deliverables delivered in source code or other human-readable formats, Licensee shall have met its obligations under this Article if its disclosure of Deliverables is limited to Deliverables in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables is withheld from such

disclosure, and the person or entity in receipt of such Deliverables similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, Licensee shall not disclose the Deliverables 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 Supported Software, provided that such disclosure is strictly limited to the portions of the Deliverables needed for that purpose.

The disclosures permitted under the preceding paragraph shall not relieve Licensee of its obligation to maintain the Deliverables 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 Deliverables to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this Article and obtain their agreement to be bound by them.

Licensee shall not have any obligation to protect any part of a Deliverable 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**

Deliverables are provided strictly on a time and materials basis. Therefore, Licensee shall accept Deliverables as promptly as practicable after delivery, and Deliverables shall be deemed accepted thirty (30) 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 Subsections 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 this Agreement 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 under Task Orders. 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. ESRI may, at its sole discretion, stop work in order to avoid exceeding the total value of applicable Task Orders. Any election to exceed such total value shall not affect the rights or obligations of the parties under this Agreement, including any right to compensation for such excess work and to stop work at anytime after such total value is exceeded.

**B. For Firm Fixed Price Task Orders**

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 full amount of that Task Order is due.

**C. Payment**

Licensee shall pay each invoice no later than thirty (30) days after receipt thereof.

**ARTICLE 9—REQUIRED CORRECTIONS AND LIMITED WARRANTY**

**A. Correction of Deliverables and Warranty**

1. For Time and Materials Task Orders: Not later than thirty (30) days after acceptance of a Deliverable, Licensee may require ESRI to correct or replace, at ESRI's option, Deliverables that at the time of delivery do not conform with the applicable written specifications included in, or delivered by ESRI pursuant to, the corresponding Task Order. The cost of replacement or correction shall be determined under the Time and Materials section of the Compensation; Invoices article of this Addendum.

ESRI shall have no obligation or liability under this Agreement to correct Deliverables that were nonconforming at the time of delivery, except as provided in this Subsection A 1.

2. For Firm Fixed Price Task Orders: ESRI warrants that for a period of thirty (30) days after acceptance of a Deliverable that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with the applicable written specifications that are included in, or delivered by ESRI pursuant to, the corresponding Task Order.

**B. Disclaimer**

1. THE REQUIRED CORRECTIONS AND WARRANTY SET FORTH IN SECTION "A" OF THIS ARTICLE ARE IN LIEU OF, 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, WILL OPERATE WITHOUT INTERRUPTION, OR ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

2. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, 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**

IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR

FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY 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, 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 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 Agreement 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 Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose or cause consequential loss), and that the same form an essential basis of the bargain between the parties

**ARTICLE 11—HIGH RISK ACTIVITIES**

- A. Deliverables are not fault-tolerant and are not designed, manufactured, or intended for use or resale for use for insurance underwriting or with critical health and safety or online control equipment in hazardous environments that require fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, emergency response, terrorism prevention or response, life support, or weapons systems ("High Risk Activities"). ESRI SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.
- B. Licensee agrees to indemnify, defend, and hold ESRI, its officers, directors, employees, agents, subcontractors, licensors, successors, and assigns harmless from and against any and all liability, losses, claims, expenses (including attorneys' fees), demands, or damages of any kind, including direct, indirect, special, punitive, incidental, or consequential damages, arising out of or in any way connected with Licensee's use or permitting the use by others of Deliverables for High Risk Activities. Delivery of Deliverables does not constitute a waiver of the rights and obligations set forth in this Article.

**ARTICLE 12—TERM AND TERMINATION**

**A. Term**

Unless terminated earlier pursuant to Section B or C of this Article, the term of this Addendum shall expire upon the later to occur of (i) the delivery of the last scheduled Deliverable as specified in the Task Orders executed under this Addendum or (ii) the expiration of a two (2)-year period commencing on the effective date of this Agreement

**B. Termination for Convenience**

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**

Either party, as applicable, shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Addendum or any Task Order as follows:

- i. By ESRI, at its sole discretion and without opportunity to cure, if (a) Licensee fails to pay after ten (10) days' written notice the amounts due to ESRI pursuant to the "Compensation; Invoices" article of this Addendum, (b) ESRI has terminated all or any part of this Agreement under any other of its provisions, or (c) Licensee engages in unauthorized use, reproduction, or disclosure of Deliverables
- ii. By either party for any material breach of this Addendum that is not cured within fifteen (15) days of receipt by the party in default of a notice specifying the breach and requiring its cure.

**D. Obligations upon Termination**

Upon termination of this Addendum, the parties shall have no further obligations pursuant to its terms, except that Articles 4, 5, 8, 9B, and 10-14 shall survive termination. Unless Licensee has materially breached its obligations under this Agreement, Articles 3 and 9A shall also survive termination.

**ARTICLE 13—RESTRICTIONS ON HIRING**

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.

**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, 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 Agreement shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party

**ARTICLE 16—FORCE MAJEURE**

The obligations in this Addendum are subject to the "Force Majeure" article set forth in this Agreement

**ARTICLE 17—COMMERCIAL TERMS AND CONDITIONS**

This Addendum contains ESRI's commercial terms and conditions. Licensee's rights in the Deliverables are strictly limited to the uses granted by this Addendum. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Deliverables, such rights shall extend only to the portion(s) affected, and use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in DFARS §227.7202-1(a) and §227.7202-3(a) (1995), DFARS §252.227-7013(c)(1)(ii) (OCT 1988), FAR §12.212(a) (1995), FAR §52.227-19 (June 1987), or FAR §52.227-14 (ALT III) (June 1987), as applicable

**ARTICLE 18—NOTICE**

All notice required by this Agreement 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 telex or facsimile, provided that if sent by facsimile a copy of such notice shall be concurrently sent by U.S. certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by facsimile and the date of its transmittal:

Licensee: The State of Rhode Island  
Division of Planning  
Department of Administration, One Capitol Hill  
Providence, RI 02908  
Attn : Christina Delage Baza, GIS Specialist II  
Tel : 401-222-6481  
Fax: 401-222-6482

ESRI: ESRI  
380 New York Street  
Redlands, CA 92373-8100  
USA  
Project/Technical Notice—Attn : John Perry,  
Manager, Professional Services Contracts  
Tel : 909-793-2853, extension 1133  
Fax: 909-307-3034  
Legal Notice—Attn.: Manager, Contracts & Legal Services  
Tel : 909-793-2853, extension 2248  
Fax: 909-307-3020  
With a copy to George Incampo, Contract Specialist

Notice for non-U.S. 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 telex or facsimile, provided that if sent by facsimile a copy of such notice shall be concurrently sent by receipted international courier service, with an indication that the original was sent by 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 Agreement, provided that ESRI shall remain responsible for the performance it delegates. This Agreement 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 Agreement between Environmental Systems Research Institute, Inc (ESRI), and \_\_\_\_\_ (Licensee), this Task Order authorizes delivery of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [As applicable, specifically identify and describe Deliverables including Custom Code, Map Data, and Technical Data (including Technical Assistance), Supported Software, 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 (FFP or I&M):
3. Total Task Order Value or Not-to-Exceed Value (if time and materials basis):
4. Delivery Schedule or Start/End Date(s) for Each Deliverable:
5. Special Considerations:
6. ESRI Project Manager:  
ESRI Senior Contract Administrator:

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**

## TIME AND MATERIALS RATE SCHEDULE

*Effective January 1, 2008*

Hourly time and materials labor rates have been provided for each labor category for calendar year 2008. The hourly labor rates for services that are performed after 2008 may be escalated in an amount not to exceed seven and one-half percent (7.5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

ESRI reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours and/or are more than twenty-five thousand dollars (\$25,000). Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percent complete.

### **Principal**

**Hourly Rate: \$332/Hour**

These staff members work as program directors or project advisors providing project vision, strategic consulting, and program management for all types of geographic information system (GIS) projects. They apply market/application domain expertise and have extensive experience in GIS and related technologies. Consulting activities may include strategic planning, review and oversight of requirements definition, application and database design, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These staff members work with senior client staff and have the support of senior ESRI corporate staff to ensure successful project completion.

### **Senior Consultant**

**Hourly Rate: \$251/Hour**

These staff members work as project managers or project advisors providing strategic consulting and program management for all types of GIS projects. They apply market/application domain expertise and have extensive experience in GIS and related technologies. Consulting activities may include strategic planning, GIS workshops and seminars, requirements definition, application and database design and development, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. They design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules.

### **Consultant**

**Hourly Rate: \$200/Hour**

These staff members provide day-to-day consulting and management of contracted projects within ESRI. They work under the guidance of senior ESRI consulting staff and support the design and implementation of defined work plans. They provide traditional consulting services and design and management support to application development projects and database conversion projects. They conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using computer-aided software engineering (CASE) tools and entity-relationship (E-R) diagramming methodologies, design and develop software and database quality assurance/quality control (QA/QC) programs, and provide management oversight of daily technical activities. They work with senior consulting and technical staff to design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules. These staff members also work with ESRI administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

### **Senior Technical Designer**

**Hourly Rate: \$259/Hour**

These staff members are the senior technical staff at ESRI. They provide the overall technical vision and system architecture for large complex systems. They apply sound software engineering principles and life cycle methodologies to projects. They are actively involved in systems architecture design, application software design, database process design, and all phases of coding including conducting design and code reviews. They may serve as the principal investigator in focused studies or research and development (R&D) projects. While staff members in this category have broad technical knowledge of GIS applications and related technologies, they also provide

specific expertise in areas such as Internet applications, data warehousing, spatial analysis, and modeling. They are proficient in ESRI software languages as well as third-generation programming languages, Internet markup languages, and other technologies.

**Technical Designer**

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

GIS system/software developers design technical project plans for the implementation of application software projects and database development projects. They oversee the day-to-day technical activities of the project team and ensure that appropriate systems methodologies are employed. They design and develop QA/QC programs and oversee design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle. They perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of the more complex and strategic portions of application software and database conversion projects. They are proficient in ESRI software languages as well as third-generation programming languages, Internet markup languages, and other technologies.

**Technical Analyst**

**Hourly Rate: \$163/Hour**

Staff members in this category work independently to perform software coding and write software documentation to design specifications developed by senior staff. They also design and implement data conversion procedures. These staff members also perform software and database quality control and are proficient in the coding of software and processing of digital databases. They are also proficient in ESRI software languages as well as third-generation programming languages, Internet markup languages, and other technologies.

**Database Analyst**

**Hourly Rate: \$138/Hour**

These staff members provide database development support in creating cartographic and digital data products. Areas of expertise include performing data conversion, migration, and translation activities utilizing advanced processing techniques in ArcGIS software. In addition, these staff members design and implement efficient production tools and coordinate workflow with project personnel.



## TRAINING TERMS AND CONDITIONS

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

---

---

Whereas, the Client wishes to arrange for training of its employees, the following terms shall be followed as applicable.

### I. SCOPE

ESRI agrees to conduct training courses pursuant to the terms contained herein. Training may be conducted at Client's site or at an ESRI Learning Center

**Course Description:** The ESRI Software training course(s) to be conducted, the location, the dates during which the courses are to be conducted, the number of participants, and the prices to be paid to ESRI are as set forth in the ESRI Course Catalog or at ESRI's training Web site, which is incorporated by this reference. All courses shall be conducted in substantial conformity with the most current ESRI training course brochure(s). ESRI reserves the right to modify course content when necessary due to Software technical abilities or limitations.

**ESRI's Responsibility:** 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. ESRI will provide each student with a course manual.

**ESRI's scheduling coordinator,** through whom all course(s), dates, and locations shall be confirmed, can be contacted at 909-793-2853, extension 1523.

### IIA. UNIQUE ESRI LEARNING CENTER TERMS

Where courses are to be conducted at ESRI facilities, the following restrictions and requirements apply:

- Seating is limited in some classes. Registrations are always processed using a standard student registration application, on a first-come, first-served basis. Waiting lists are used when necessary. Registration applications are attached to every course catalog or are available on the Web or from the Learning Center.
- Class schedules are widely disseminated by ESRI Marketing and the regional offices. The Redlands Learning Center or Scheduling Coordinator works with each Regional Training Coordinator to add classes to accommodate waiting lists where appropriate.
- All class registrants are asked to include proof of payment when they submit their registration application. Prepayment is required by check or credit card in most cases. Purchase Orders may be accepted from U.S. federal, state, and local government organizations, as well as universities.
- Sales tax will be charged where applicable. Some states have enacted an E-Procurement fee for State Government customers. ESRI may also add the E-Procurement fee to the cost of training classes where applicable.
- The tuition includes a \$110 data-processing fee, which is nonrefundable. This fee may be charged in cases of short-notice cancellations or due to multiple student transfers. Student substitutions, when a student's place in class is filled by another person from the same organization, are allowed, provided that the ESRI Learning Center is notified in advance. The tuition less the data processing fee will be refunded if the ESRI Learning Center receives notice of cancellation at least six (6) business days prior to the class start date. The full tuition will be charged to participants who cancel five (5) days or less before the class start date or who fail to appear for the class.
- The five (5)-seat volume discount cannot be combined with other discounts and is only applicable when all registrations are received at one time and all registrants attend the class. If a five (5)-seat volume discount registrant cannot attend the class, ESRI will allow student substitution or a transfer of such registrant to attend a future class; however, no refunds will be issued for such nonattendance or cancellation.
- Training classes are confirmed approximately ten (10) days prior to the start date.
- Travel is the registrant's responsibility. ESRI assumes no responsibility for nonrefundable travel arrangement losses resulting from course scheduling changes or cancellations. Even though ESRI strives to confirm all classes, class cancellations are sometimes unavoidable.

## **IIB. UNIQUE CLIENT SITE TERMS**

**Client's Responsibility:** Where courses are to be conducted at Client's facilities, Client shall provide physical training facilities that meet the following minimum requirements or modifications as mutually agreed to by both parties:

- Client shall, where possible, provide a one (1)-room facility, sufficient for a training course for up to twelve (12) persons (or such other number as may be agreed to by ESRI's scheduling coordinator). The facility shall have appropriate climate control, lighting, and sufficient power and number of outlets to accommodate the required number of computers and other equipment to be used.
- Client shall supply all computer hardware for the training course. Computers must be platforms fully supported by ESRI. All computer hardware shall be configured with an appropriate release of an operating system to run the current release version of the ESRI required Software. There shall be a minimum of one (1) computer and color monitor for every participant. Other peripheral devices including, but not limited to, digitizers and plotters/printers, as required by the training course being conducted, shall be Class 1 supported.
- Client shall be responsible for providing one (1) high-resolution PC projector and screen as well as one (1) large writing board.
- Client shall limit the number of course participants to twelve (12) students per course. Additional students, up to a maximum of fifteen (15), may be added to some classes for an additional fee.
- Client agrees that all participants shall be regular employees of Client who meet the prerequisites set forth in the ESRI training brochure(s).
- Client shall issue a purchase order and pay invoices pursuant to the terms set forth in Section IV below.
- Client shall complete and submit an ESRI Client Site Request form not less than four (4) weeks prior to the start of any course. Final schedule is subject to mutual agreement.

## **IIC. MOBILE LAB**

When ESRI's mobile lab is provided for use by students as part of a training class delivered at Client's location, the following provisions apply:

- Client shall use its best efforts to protect the Mobile Classroom equipment from loss, damage, or theft while in Client's possession. Client should immediately report any damage or missing items upon receipt.
- Client shall keep the Mobile Classroom equipment in a secure, locked area between class sessions.
- Client shall make the Mobile Classroom equipment available for freight pick-up at the conclusion of the ESRI courses.
- Client shall ensure no one except ESRI students uses the Mobile Classroom equipment.
- Client shall be liable for loss or damage to ESRI's Mobile Classroom equipment as a result of Client's failure to comply with the requirements described above.
- Client warrants that it shall maintain sufficient insurance coverage to enable it to meet its obligations created by this agreement and by law.

## **III. SOFTWARE LICENSES**

The terms of the ESRI license agreement shall be applicable to all Client course participants and for all Software and documentation licensed for use in any training course to be conducted. For on-site training, temporary Software licenses may be issued by ESRI where there is an insufficient number of Software licenses available at the training facility. Client shall uninstall the temporary Software licenses at the conclusion of the training course.

## **IV. PERFORMANCE AND PAYMENT**

Upon completion of each training course, ESRI shall invoice Client and Client shall pay said invoice within thirty (30) days of receipt thereof.

## **V. EXPORT CONTROL REGULATIONS**

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

# Purchase Agreement Amendment



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

<b>V E N D O R</b>	434 ENVIRONMENTAL SYS RESEARCH INST INC	<b>A M E N D M E N T</b>	Amendment Date: 03-APR-07 Original Award Date: 12-JUL-06 Buyer: L Roché Phone #: N/A FOB: Destination Terms: NET 30	<b>C H A N G E</b>	Change Order Number 5 Award Number <b>68M00210512</b> Effective Period 01-JUL-92 - 30-SEP-08
	380 NEW YORK ST REDLANDS, CA 92373 United States				

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

MPA-183 SOFTWARE, GEO INF SYSTEM

Description			Bid Number	Change Order Req#
MPA-183 SOFTWARE, GEO INF SYSTEM				
Line #	Code	Class-Item	Quantity	Unit Price
		CHANGE TO PO #68M00210512 DATED 6/8/92  CHANGE EFFECTIVE PERIOD: FROM: 7/1/92 - 9/30/07 TO: 7/1/92 - 9/30/08  SEE ATTACHED PRICE LIST WITH ESTABLISHED DISCOUNTS. CHANGE TO PURCHASE ORDER PER BID #2894 TO ESTABLISH STANDARD GIS SYSTEM SOFTWARE.		
			New PO Total	

STATE PURCHASING AGENT



**ESRI MPA PRICE LIST**  
(E413 1/07)

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

**General Information and Disclaimers**

1. The following Software items and related products are offered to Licensee and its qualified agencies for use only within the United States of America, its possessions, and territories.
2. The listed prices are exclusive of shipping, handling, and any applicable taxes. Delivery terms are FOB Redlands, California. Shipping and handling will be prepaid and charged back, i.e., included in the invoice as a separate item. If desired, shipping and handling charges can be quoted to the customer prior to the placement of the order. Your ESRI Sales Representative can provide a specific quote including applicable shipping and handling charges.
3. Eligible customers may at any time request a specific quote based on this contract from an ESRI sales representative. When selecting items from this contract without assistance from an ESRI sales representative, beware of the following general rules:
  - (a) Volume pricing applies on a per-order and per-item basis unless otherwise indicated. The listed prices must be multiplied by the order quantity to determine the total price for any given order.
  - (b) Some products have prerequisites and interdependencies so that one may not be purchased, or may not be functional, without prior or simultaneous purchase of another product. For example, Software upgrades can only be licensed by customers who have already acquired the corresponding earlier version of the Software, and extension Software is only functional in combination with the corresponding core Software. If you have questions regarding your configuration, please contact your ESRI representative for additional information.
  - (c) System requirements and platform support vary from item to item. If in doubt whether your system will support a desired item, please contact your ESRI sales representative for additional information.
  - (d) Some items are not offered to all potential customers. For example, certain Software upgrades are only offered to customers who have acquired the most recent versions of the Software, and local government licenses are only offered to local government customers.
  - (e) Customer must provide adequate facilities for client site training. Certain other restrictions apply. See the Learning Center On-Site training information at ESRI's Web site ([www.esri.com/training/site\\_training.html](http://www.esri.com/training/site_training.html)) for details.
  - (f) ESRI Site Training (i.e., Training at one of ESRI's Training Centers) requires a completed registration application form from each student. Registrations are processed on a first-come, first-served basis. We recommend that you submit this registration information at least one month prior to the start date of your class. See the Learning Center registration information at ESRI's Web site ([www.esri.com/training/register.html](http://www.esri.com/training/register.html)) for details.
4. Support services are defined at ESRI's Web site ([www.esri.com](http://www.esri.com)) within the user support section. Particular attention should be paid to the fact that some ESRI Software comes with complimentary maintenance for the first year and other Software features different support plans.
5. New Software releases for most Software products are provided exclusively through maintenance programs. In these cases, Software upgrades are not sold separately.

## MPA Price List

E413 01/12/2007

Section	Description	Price
1	<b>ArcGIS Concurrent Use Licenses</b>	
	ArcInfo Concurrent Use License (existing user)	\$9,900.00
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000.00
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200.00
	ArcEditor Concurrent Use License	\$6,300.00
	ArcView Concurrent Use License	\$2,857.00
	ArcGIS Spatial Analyst Concurrent Use License	\$2,040.00
	ArcGIS 3D Analyst Concurrent Use License	\$2,040.00
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,040.00
	ArcGIS Publisher Concurrent Use License	\$2,040.00
	ArcGIS Survey Analyst Concurrent Use License	\$2,040.00
	ArcGIS Tracking Analyst Concurrent Use License	\$2,040.00
	ArcGIS ArcScan Concurrent Use License	\$2,040.00
	ArcGIS Maplex Concurrent Use License	\$2,040.00
	ArcGIS Data Interoperability Concurrent Use License	\$2,040.00
	ArcGIS Network Analyst Concurrent Use License	\$2,040.00
	ArcGIS Schematics Concurrent Use License	\$2,040.00
	Job Tracking for ArcGIS (JTX) Concurrent Use License	\$2,040.00
	Primary Maintenance for ArcView Concurrent Use License	\$700.00
	Secondary Maintenance for ArcView Concurrent Use License	\$500.00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200.00
	Primary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$500.00
	Secondary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$200.00

Section	Description	Price
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200.00
	<b>ArcGIS Single Use Licenses</b>	
	ArcEditor Single Use License	\$6,300.00
	ArcGIS ArcView Single Use License	\$1,224.00
	ArcGIS Spatial Analyst Single Use License	\$2,040.00
	ArcGIS 3D Analyst Single Use License	\$2,040.00
	ArcGIS Geostatistical Analyst Single Use License	\$2,040.00
	ArcGIS Publisher Single Use License	\$2,040.00
	ArcGIS Survey Analyst Single Use License	\$2,040.00
	ArcGIS Tracking Analyst Single Use License	\$2,040.00
	ArcGIS ArcScan Single Use License	\$2,040.00
	ArcGIS Maplex Single Use License	\$2,040.00
	ArcGIS Data Interoperability Single Use License	\$2,040.00
	ArcGIS Network Analyst Single Use License	\$2,040.00
	ArcGIS Schematics Single Use License	\$2,040.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$900.00
	Primary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,500.00
	Secondary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,200.00
	Primary Maintenance for ArcEditor Single Use with Extensions	\$2,100.00
	Secondary Maintenance for ArcEditor Single Use with Extensions	\$1,800.00
	<b>Maintenance Activation Program</b>	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9x Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9x Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9x Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9x Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$1,050.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$750.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Each Extension	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Each Extension	\$300.00
	<b>ArcGIS Upgrades</b>	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be on maintenance to qualify)	\$1,347.00

Section	Description	Price
	<b>Upgrade from One ArcGIS Product to Another</b>	
	Upgrade from ArcView Single Use to ArcEditor	\$4,489.00
	Upgrade from ArcView Single Use to ArcInfo	\$6,070.00
	Upgrade from ArcView Concurrent Use to ArcEditor	\$2,856.00
	Upgrade from ArcView Concurrent Use to ArcInfo	\$4,438.00
	Upgrade from ArcEditor to ArcInfo	\$1,582.00
	<b>ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT</b>	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Primary 1st, 11th, 21st, 31st . .)	\$4,000.00
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Secondary 2-10, 12-20 . .)	\$1,600.00
	ArcCOGO 7.x or 8.0.x Extension Floating License	\$2,040.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st . .)	\$500.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2-10, 12-20 . .)	\$200.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st . .)	\$1,100.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2-10, 12-20 . .)	\$440.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st . .)	\$1,100.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2-10, 12-20 . .)	\$440.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st . .)	\$1,100.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2-10, 12-20 . .)	\$440.00
	ArcStorm First License (3 seats) Annual Maintenance	\$500.00
	ArcStorm Additional License (each additional seat) Annual Maintenance	\$100.00
	<b>ArcPress for ArcView</b>	
	ArcPress for ArcView UNIX License	\$285.00
	ArcPress for ArcView Windows/Windows NT License	\$285.00
2	<b>ArcView 3.x and Extensions</b>	
	<b>UNIX</b>	
	ArcView 3x for UNIX License Qty. 1-5 (each)	\$1,791.00
	ArcView 3x for UNIX License Qty. 6-25 (each)	\$1,613.00
	ArcView 3x for UNIX License Qty. 26+ (each)	\$1,433.00
	ArcView 3x for UNIX License Primary Maintenance	\$700.00
	ArcView 3x for UNIX License Secondary Maintenance	\$500.00
	Transfer of ArcView 3x for UNIX to ArcView 3x for Windows/Windows NT	\$484.00
	ArcView Network Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,287.00
	ArcView Network Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,101.00
	ArcView Network Analyst Extension for UNIX License Qty. 26+ (each)	\$1,910.00
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,287.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,101.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	\$1,910.00

Section	Description	Price
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,746.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,522.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	\$2,293.00
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView 3D Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,746.00
	ArcView 3D Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,522.00
	ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each)	\$2,293.00
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	<b>Windows/Windows NT</b>	
	ArcView 3x for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$976.00
	ArcView 3x for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$878.00
	ArcView 3x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$780.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$900.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,371.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,259.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,145.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,371.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,259.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,145.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,287.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,101.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,910.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,287.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,101.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,910.00
	<b>ArcView StreetMap</b>	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$454.00
3	<b>MapObjects</b>	
	<b>MapObjects—Windows Edition</b>	
	MapObjects—Windows Edition Stand-Alone Developer's Kit (includes MapObjects—Windows Edition and 50 Stand-Alone Deployments)	\$4,081.00
	MapObjects—Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to two CPUs)	\$11,632.00
	Additional MapObjects—Windows Edition Developer License	\$816.00

Section	Description	Price
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under discontinued program)	\$968.00
	MapObjects—Windows Limited Deployment Site License Kit	\$16,321.00
	Maintenance for MapObjects—Windows Edition Stand-Alone Developer Kit	\$1,000.00
	Maintenance for MapObjects—Windows Edition Internet Developer Kit	\$2,400.00
	Maintenance for Additional MapObjects—Windows Edition Developer License	\$200.00
	Maintenance for MapObjects—Windows Limited Deployment Site License Kit	\$3,000.00
	25-Pack Additional MapObjects—Windows Edition Stand-Alone Deployments	\$2,040.00
	<b>MapObjects LT</b>	
	MapObjects LT Web Download License	\$350.00
	<b>MapObjects—Java Edition</b>	
	MapObjects—Java Edition Stand-Alone Developer Kit (includes MapObjects—Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	\$4,081.00
	MapObjects—Java Edition Internet Developer Kit (Includes 2 MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$6,121.00
	Additional MapObjects—Java Edition Developer License	\$816.00
	Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$4,081.00
	Additional MapObjects—Java Edition CPU Deployment License	\$2,243.00
	Maintenance for MapObjects—Java Edition Stand-Alone Developer Kit	\$1,000.00
	Maintenance for MapObjects—Java Edition Internet Developer Kit	\$1,500.00
	Maintenance for Additional MapObjects—Java Edition Developer License	\$200.00
	Maintenance for Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$1,000.00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License	\$750.00
	25-Pack Additional MapObjects—Java Edition Stand-Alone Deployments	\$2,040.00
	<b>MapObjects—Java Edition (Staging Server)</b>	
	MapObjects—Java Edition Internet Developer Kit for Staging Server (includes two MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$3,060.00
	Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$408.00
	Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$2,040.00
	Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$1,121.00
	Maintenance for MapObjects—Java Edition Internet Developer Kit for Staging Server	\$750.00
	Maintenance for Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$100.00
	Maintenance for Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$500.00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$375.00
4	<b>ArcGIS Engine</b>	
	ArcGIS Engine Developer Kit License	\$4,080.00
	Primary Maintenance for ArcGIS Engine Developer Kit License	\$3,000.00
	Additional ArcGIS Engine Developer Kit License	\$2,448.00
	Primary Maintenance for Additional ArcGIS Engine Developer Kit License	\$3,000.00
	Secondary Maintenance for Additional ArcGIS Engine Developer Kit License	\$1,500.00

Section	Description	Price
	<b>ArcGIS Engine Runtime</b>	
	Standard ArcGIS Engine Runtime License	\$408.00
	ArcGIS Engine Runtime 3D Extension License	\$816.00
	ArcGIS Engine Runtime Spatial Extension License	\$816.00
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	\$816.00
	ArcGIS Engine Runtime Network Extension License	\$816.00
	ArcGIS Engine Runtime Schematics Extension License	\$816.00
	ArcGIS Engine Runtime Tracking Extension License	\$816.00
	ArcGIS Engine Runtime Maplex Extension License	\$816.00
	ArcGIS Engine Runtime Data Interoperability Extension License	\$816.00
	Maintenance for Standard ArcGIS Engine Runtime License without Extensions	\$100.00
	Maintenance for Standard ArcGIS Engine Runtime License with Extensions	\$400.00
5	<b>ArcGIS Server</b>	
	<b>ArcGIS Server—Enterprise</b>	
	<b>Enterprise Advanced</b>	
	ArcGIS Server Enterprise Advanced (up to two sockets—maximum two cores/socket)	\$40,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced (up to two sockets—maximum two cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced (additional sockets—maximum two cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced (additional sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced (up to two sockets—maximum four cores/socket)	\$80,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced (up to two sockets—maximum four cores/socket)	\$20,000.00
	ArcGIS Server Enterprise Advanced (additional sockets—maximum four cores/socket)	\$40,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced (additional sockets—maximum four cores/socket)	\$10,000.00
	<b>Enterprise Standard</b>	
	ArcGIS Server Enterprise Standard (up to two sockets—maximum two cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard (up to two sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard (additional sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard (additional sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard (up to two sockets maximum—four cores/socket)	\$40,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard (up to two sockets—maximum four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Standard (additional sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard (additional sockets—maximum four cores/socket)	\$5,000.00
	<b>Enterprise Basic</b>	
	ArcGIS Server Enterprise Basic (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic (up to two sockets—maximum two cores/socket)	\$3,000.00
	ArcGIS Server Enterprise Basic (additional sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic (additional sockets—maximum two cores/socket)	\$1,500.00
	ArcGIS Server Enterprise Basic (up to two sockets—maximum four cores/socket)	\$20,000.00

Section	Description	Price
	Annual Maintenance ArcGIS Server Enterprise Basic (up to two sockets—maximum four cores/socket)	\$6,000.00
	ArcGIS Server Enterprise Basic (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic (additional sockets—maximum four cores/socket)	\$3,000.00
	<b>Workgroup</b>	
	ArcGIS Server Workgroup Advanced (single socket—maximum two cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Workgroup Advanced (single socket—maximum two cores/socket)	\$5,000.00
	Workgroup Standard Single Socket (maximum two cores/socket)	\$10,000.00
	Annual Maintenance Workgroup Standard Single Socket (maximum two cores/socket)	\$2,500.00
	Workgroup Basic Single Socket (maximum two cores/socket)	\$5,000.00
	Annual Maintenance Workgroup Basic Single Socket (maximum two cores/socket)	\$1,250.00
	<b>ArcGIS Server Extensions</b>	
	ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum two cores/socket)	\$5,000.00

Section	Description	Price
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum four cores/socket)	\$2,500.00

Section	Description	Price
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Workgroup Standard Data Interoperability Extension (single sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Workgroup Advanced Data Interoperability Extension (single sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Workgroup Standard Data Interoperability Extension (single sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Workgroup Advanced Data Interoperability Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Workgroup Standard Network Extension (single sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Workgroup Advanced Network Extension (single sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Workgroup Standard Network Extension (single sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Workgroup Advanced Network Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Workgroup Advanced 3D Extension (single sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Workgroup Advanced 3D Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Workgroup Advanced Spatial Extension (single sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Workgroup Advanced Spatial Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Mobile Additional Application Deployments—25 Pack	\$2,500.00
	Annual Maintenance ArcGIS Mobile Additional Application Deployments—25 Pack	\$500.00
	<b>ArcGIS Server Upgrades</b>	
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard Up to Two Socket Maximum Two Cores/Socket License	\$8,160.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced Up to Two socket Maximum Two Cores/Socket License	\$24,482.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced Up to Two Socket Maximum Two Cores/Socket License	\$16,322.00
	ArcGIS Server Additional Sockets Maximum Two Cores/Socket Enterprise Basic Upgrade to Enterprise Standard License	\$4,080.00
	ArcGIS Server Additional Sockets Maximum Two Cores/Socket Enterprise Basic Upgrade to Enterprise Advanced License	\$12,241.00
	ArcGIS Server Additional Sockets Maximum Two Cores/Socket Enterprise Standard Upgrade to Enterprise Advanced License	\$8,160.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard Up to Two Sockets Four Cores/Socket License	\$16,322.00

Section	Description	Price
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced Up to Two Sockets Four Cores/Socket License	\$48,965.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced Up to Two Sockets Four Cores/Socket License	\$32,643.00
	ArcGIS Server Additional Sockets Maximum Four Cores/Socket Enterprise Basic Upgrade to Enterprise Standard License	\$8,160.00
	ArcGIS Server Additional Sockets Maximum Four Cores/Socket Enterprise Basic Upgrade to Enterprise Advanced License	\$24,482.00
	ArcGIS Server Additional Sockets Maximum Four Cores/Socket Enterprise Standard Upgrade to Enterprise Advanced License	\$16,322.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard Single Socket Maximum Two Cores/Socket License	\$4,080.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced Single Socket Maximum Two Cores/Socket License	\$12,241.00
	ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced Single Socket Maximum Two Cores/Socket License	\$8,160.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic Two Socket Maximum Two Cores/Socket License	\$4,080.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard Two Socket Maximum Two Cores/Socket License	\$12,241.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced Two Socket Maximum Two Cores/Socket License	\$28,563.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Standard Two Socket Maximum Two Cores/Socket License	\$8,160.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced Two Socket Maximum Two Cores/Socket License	\$24,482.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced Two Socket Maximum Two Cores/Socket License	\$16,322.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard Two Socket Maximum Four Cores/Socket License	\$28,563.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced Two Socket Maximum Four Cores/Socket License	\$61,206.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Standard Two Socket Maximum Four Cores/Socket License	\$24,482.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced Two Socket Maximum Four Cores/Socket License	\$57,125.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Standard Two Socket Maximum Four Cores/Socket License	\$16,322.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced Two Socket Maximum Four Cores/Socket License	\$48,965.00
	<b>ArcGIS Server—Enterprise (Staging Server)</b>	
	<b>Enterprise Advanced (Staging Server)</b>	
	ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—maximum two cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—four cores/socket)	\$40,000.00

Section	Description	Price
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (four cores/socket)	\$5,000.00
	<b>Enterprise Standard (Staging Server)</b>	
	ArcGIS Server Enterprise Standard Staging Server (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Staging Server Additional Sockets (maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server Additional Sockets (maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Standard Staging Server (up to two sockets—four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server (up to two sockets—four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Staging Server Additional Sockets (four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server Additional Sockets (four cores/socket)	\$2,500.00
	<b>Enterprise Basic (Staging Server)</b>	
	ArcGIS Server Enterprise Basic Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server (up to two sockets—maximum two cores/socket)	\$1,500.00
	ArcGIS Server Enterprise Basic Staging Server Additional Sockets (maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server Additional Sockets (maximum two cores/socket)	\$750.00
	ArcGIS Server Enterprise Basic Staging Server (up to two sockets—four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server (up to two sockets—four cores/socket)	\$3,000.00
	ArcGIS Server Enterprise Basic Staging Server Additional Sockets (four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server Additional Sockets (four cores/socket)	\$1,500.00
	<b>ArcGIS Server Extensions (Staging Server)</b>	
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00

Section	Description	Price
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00

Section	Description	Price
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard (up to two sockets—maximum two cores/socket)	\$4,080.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (up to two sockets—maximum two cores/socket)	\$12,241.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (up to two sockets—maximum two cores/socket)	\$8,160.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard (additional sockets—maximum two cores/socket)	\$2,040.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (additional sockets—maximum two cores/socket)	\$6,120.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (additional sockets—maximum two cores/socket)	\$4,080.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard (up to two sockets—maximum four cores/socket)	\$8,160.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (up to two sockets—maximum four cores/socket)	\$24,482.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (up to two sockets—maximum four cores/socket)	\$16,322.00

Section	Description	Price
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard License (additional sockets—maximum four cores/socket)	\$4,080.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (additional sockets—maximum four cores/socket)	\$12,241.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (additional sockets—maximum four cores/socket)	\$8,160.00
7	<b>ArcIMS</b>	
	ArcIMS 9.2 Full Use Deployment (single socket—maximum two cores/socket)	\$10,000.00
	ArcIMS 9.2 Full Use Deployment (additional sockets—maximum two cores/socket)	\$10,000.00
	ArcIMS 9.2 Full Use Deployment (single socket—maximum four cores/socket)	\$20,000.00
	ArcIMS 9.2 Full Use Deployment (additional sockets—maximum four cores/socket)	\$20,000.00
	Maintenance for ArcIMS 9.2 Full Use Deployment (single socket—maximum two cores/socket)	\$2,000.00
	Maintenance for ArcIMS 9.2 Full Use Deployment (additional sockets—maximum two cores/socket)	\$2,000.00
	Maintenance for ArcIMS 9.2 Full Use Deployment (single socket—maximum four cores/socket)	\$4,000.00
	Maintenance for ArcIMS 9.2 Full Use Deployment (additional sockets—maximum four cores/socket)	\$4,000.00
	<b>ArcIMS Route Server</b>	
	ArcIMS Route Server (single socket—maximum two cores/socket)	\$3,000.00
	ArcIMS Route Server (additional sockets—maximum two cores/socket)	\$3,000.00
	ArcIMS Route Server (single socket—maximum four cores/socket)	\$6,000.00
	ArcIMS Route Server (additional sockets—maximum four cores/socket)	\$6,000.00
	Maintenance ArcIMS Route Server (single socket—maximum two cores/socket)	\$600.00
	Maintenance ArcIMS Route Server (additional sockets—maximum two cores/socket)	\$600.00
	Maintenance ArcIMS Route Server (single socket—maximum four cores/socket)	\$1,200.00
	Maintenance ArcIMS Route Server (additional sockets—maximum four cores/socket)	\$1,200.00
	<b>ArcIMS Route Server Data Options</b>	
	Data Pack—Tele Atlas North America (USA & Canada) Data License for up to 5,000,000 Transactions, Internet Use	\$10,000.00
	Data Pack—Tele Atlas North America (USA & Canada) Data License for up to 20,000,000 Transactions, Internet Use	\$25,000.00
	Data Pack—Tele Atlas North America (USA & Canada) Data License for up to 60,000,000 Transactions, Internet Use	\$75,000.00
	Data Pack—NAVTEQ North America (USA & Canada) Data License for one Server and two CPUs	\$18,000.00
	Update Fee for Data Pack—NAVTEQ North America (USA & Canada) Data License for one Server and two CPUs	\$3,600.00
	Data Pack—NAVTEQ North America (USA & Canada) Data Additional CPU License	\$3,000.00
	Update Fee for Data Pack—NAVTEQ North America (USA & Canada) Data Additional CPU License	\$600.00
	<b>ArcIMS Data Delivery Extension</b>	
	ArcIMS Data Delivery Extension (single socket—maximum two cores/socket)	\$5,000.00
	ArcIMS Data Delivery Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	ArcIMS Data Delivery Extension (single socket—maximum four cores/socket)	\$10,000.00
	ArcIMS Data Delivery Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	Maintenance ArcIMS Data Delivery Extension (single socket—maximum two cores/socket)	\$1,000.00

Section	Description	Price
	Maintenance ArcIMS Data Delivery Extension (additional sockets—maximum two cores/socket)	\$1,000.00
	Maintenance ArcIMS Data Delivery Extension (single socket—maximum four cores/socket)	\$2,000.00
	Maintenance ArcIMS Data Delivery Extension (additional sockets—maximum four cores/socket)	\$2,000.00
8	<b>Business Applications Software</b>	
	<b>ArcView Business Analyst</b>	
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$15,093.00
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) AGS	\$15,093.00
	Annual Maintenance ArcView Business Analyst Extension (per license) ESRI BIS	\$16,187.00
	Annual Maintenance ArcView Business Analyst Extension (per license) AGS	\$16,187.00
	Optional AGS Data Pack (only for ArcView Business Analyst Customers who have already purchased ArcView Business Analyst with the ESRI BIS Data Set) (per license)	\$2,500.00
	Optional ESRI BIS Data Pack (only for ArcView Business Analyst Customers who have already purchased ArcView Business Analyst with the AGS Data Set) (per license)	\$2,500.00
	Annual Maintenance for ArcView Business Analyst Optional ESRI BIS Data Pack (per license)	\$2,500.00
	Annual Maintenance for ArcView Business Analyst Optional AGS Data Pack (per license)	\$2,500.00
	<b>ArcGIS Business Analyst (Single or Concurrent Use)</b>	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$15,093.00
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$11,013.00
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$6,933.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$15,093.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$11,013.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$6,933.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$18,362.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$13,053.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$8,079.00
	Annual Maintenance for ArcGIS Business Analyst (National Dataset) Software License (per license)	\$16,187.00
	Annual Maintenance for ArcGIS Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$11,811.00
	Annual Maintenance for ArcGIS Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$7,435.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License (per license)	\$16,188.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License (per license)	\$11,811.00

Section	Description	Price
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License (per license)	\$7,435.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License (per license)	\$19,693.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License (per license)	\$13,999.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License (per license)	\$8,674.00
9	<b>Tracking Server</b>	
	Tracking Server License (up to two CPUs)	\$10,000.00
	Additional Tracking Server CPU License	\$5,000.00
	Update Subscription for Tracking Server License	\$2,000.00
	Update Subscription for Additional Tracking Server CPU License	\$1,000.00
	<b>Tracking Server (Staging Servers)</b>	
	Tracking Server License (up to two CPUs) for Staging Server	\$5,000.00
	Additional Tracking Server CPU License for Staging Server	\$2,500.00
	Update Subscription for Tracking Server License (up to two CPUs) for Staging Server	\$1,000.00
	Update Subscription for Additional Tracking Server CPU License for Staging Server	\$500.00
10	<b>ArcGIS Image Server</b>	
	ArcGIS Image Server (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Image Server (additional sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Image Server (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Image Server (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Image Server (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Image Server (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Image Server Orthorectification Extension (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Image Server Orthorectification Extension (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Image Server—Orthorectification Extension (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Image Server—Orthorectification Extension (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Image Server Orthorectification Extension (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Image Server Seamline Extension (up to two sockets—maximum two cores/socket)	\$5,000.00

Section	Description	Price
	Annual Maintenance ArcGIS Image Server Seamline Extension (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Image Server Seamline Extension (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Image Server Seamline Extension (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Image Server Seamline Extension (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (additional sockets—maximum four cores/socket)	\$1,250.00
	<b>ArcGIS Image Server (Staging Server)</b>	
	ArcGIS Image Server Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Image Server Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Image Server Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (up to two sockets—four cores/socket)	\$2,500.00
	ArcGIS Image Server Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum two cores/socket)	\$625.00
	ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum two cores/socket)	\$312.00
	ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum four cores/socket)	\$625.00
	ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum two cores/socket)	\$625.00
	ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum two cores/socket)	\$312.00

Section	Description	Price
	ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum four cores/socket)	\$625.00
	<b>ArcGIS Image Server Service Editor Desktop Deployment License</b>	
	ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$2,500.00
	Annual Maintenance—ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$625.00
	ArcGIS Image Server—Service Editor Additional Seamline or Orthorectification Extensions for Service Editor Desktop Deployments	\$5,000.00
	Annual Maintenance ArcGIS Image Server—Service Editor Additional Seamline or Orthorectification Extensions for Service Editor Desktop Deployments	\$1,250.00
11	<b>ArcLogistics Route</b>	
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data)	\$9,792.00
	ArcLogistics Route Annual Maintenance (U.S. data)	\$2,000.00
	ArcLogistics Route Additional Service Area (U.S. data)	\$1,632.00
	ArcLogistics Route Additional Service Area (U.S. data) Annual Maintenance	\$1,000.00
	ArcLogistics Route No Data License	\$8,160.00
	ArcLogistics Route No Data License Annual Maintenance	\$1,000.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack	\$24,481.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack Annual Maintenance	\$6,000.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pack	\$81,604.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pack Annual Maintenance	\$20,000.00
	ArcLogistics Route No Data License for Citrix 5-Pack	\$20,401.00
	ArcLogistics Route No Data License for Citrix 5-Pack Annual Maintenance	\$5,000.00
	ArcLogistics Route No Data License for Citrix 25-Pack	\$61,203.00
	ArcLogistics Route No Data License for Citrix 25-Pack Annual Maintenance	\$15,000.00
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data) for Local Government	\$6,000.00
	ArcLogistics Route Annual Maintenance (U.S. data) for Local Government	\$1,600.00
	ArcLogistics Route No Data License for Local Government	\$5,000.00
	ArcLogistics Route No Data License for Local Government Annual Maintenance	\$1,000.00
	ArcLogistics Route for Citrix License (U.S. data) 3-Pack for Local Government	\$18,000.00
	ArcLogistics Route for Citrix License (U.S. data) 3-Pack for Local Government Annual Maintenance	\$3,600.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack for Local Government	\$24,000.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack for Local Government Maintenance	\$6,000.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pack for Local Government	\$80,000.00
	ArcLogistics Route for Citrix Licenses (U.S. data) 25-Pack for Local Government Annual Maintenance	\$20,000.00
	ArcLogistics Route No Data License for Citrix 3-Pack for Local Government	\$15,000.00
	ArcLogistics Route No Data License for Citrix 3-Pack for Local Government Annual Maintenance	\$3,000.00
	ArcLogistics Route No Data License for Citrix 5-Pack for Local Government	\$20,000.00

Section	Description	Price
	ArcLogistics Route No Data License for Citrix 5-Pack for Local Government Annual Maintenance	\$5,000.00
	ArcLogistics Route No Data License for Citrix 25-Pack for Local Government	\$60,000.00
	ArcLogistics Route No Data License for Citrix 25-Pack for Local Government Annual Maintenance	\$15,000.00
	<b>BusinessMAP</b>	
	BusinessMAP 4	\$349.00
	<b>RouteMAP IMS</b>	
	RouteMAP IMS Server/CPU License	\$3,000.00
	RouteMAP IMS Additional CPU License	\$500.00
	RouteMAP IMS Maintenance Server/CPU License	\$1,000.00
	RouteMAP IMS Maintenance for Additional CPU License	\$500.00
	RouteMAP IMS Data Pack North America Server/CPU License—Includes Data for United States, Canada, and Puerto Rico	\$6,500.00
	RouteMAP IMS Data Pack North America Additional CPU License—Data for United States, Canada, and Puerto Rico	\$500.00
	RouteMAP IMS Data Pack North America Maintenance for Server/CPU License	\$3,000.00
	RouteMAP IMS Data Pack North America Maintenance for Additional CPU License	\$500.00
12	<b>Other Software</b>	
	<b>NetEngine</b>	
	NetEngine Standard Developer Kit (ind. 1 Developer License and 10 Deployment Licenses)	\$12,500.00
	NetEngine Internet Developer Kit (ind. 2 Developer Licenses and One Deployment License for one Server with up to two CPUs)	\$7,500.00
	Additional NetEngine Server/CPU Deployment License (up to two CPUs)	\$6,000.00
	Additional NetEngine CPU Deployment License	\$5,000.00
	Additional NetEngine Developer License	\$2,500.00
	NetEngine Standard Deployment License (each)	\$1,000.00
	Annual Maintenance for NetEngine Standard Developer Kit	\$2,000.00
	Annual Maintenance for NetEngine Internet Developer Kit	\$2,000.00
	Annual Maintenance for NetEngine Additional Server/CPU Deployment License	\$1,200.00
	Annual Maintenance for Additional NetEngine CPU Deployment License	\$1,000.00
	Annual Maintenance for Additional NetEngine Developer License (each)	\$500.00
	NetEngine Annual Renewal for Network Server Deployment License (Old Program)	\$1,000.00
	<b>Maplex</b>	
	Maplex First Single Use License	\$15,000.00
	Maplex Second Single Use License	\$14,000.00
	Maplex Third Single Use License	\$11,500.00
	Maplex Single Use License Annual Primary Maintenance	\$3,750.00
	Maplex Single Use License Annual Secondary Maintenance	\$1,500.00
	<b>PLTS for ArcGIS (Single or Concurrent Use)</b>	
	PLTS for ArcGIS Mapping Agency Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS Mapping Agency Solution	\$2,500.00
	PLTS for ArcGIS Nautical Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS Nautical Solution	\$2,500.00
	PLTS for ArcGIS Defense Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS Defense Solution	\$2,500.00
	PLTS for ArcGIS Aeronautical Solution	\$10,000.00

Section	Description	Price
	Annual Maintenance for FLTS for ArcGIS Aeronautical Solution	\$2,500.00
	FLTS Foundation	\$5,000.00
	Annual Maintenance for FLTS Foundation	\$1,250.00
	<b>GIS Data ReViewer (Single or Concurrent Use)</b>	
	GIS Data ReViewer	\$2,500.00
	Annual Maintenance for GIS Data ReViewer	\$625.00
	Map Production System Atlas	\$2,500.00
	Annual Maintenance for Map Production System Atlas	\$625.00
	<b>ArcPad</b>	
	ArcPad Single Use License	\$404.00
	ArcPad Single Use License Technical Support	\$295.00
	ArcPad Application Builder Single Use License	\$1,224.00
	ArcPad Application Builder Primary Maintenance	\$500.00
	ArcPad Application Builder Secondary Maintenance	\$300.00
	ArcPad 5x/6x Upgrade to 7x	\$145.00
	<b>ESRI Data &amp; Maps</b>	
	ESRI Data & Maps—StreetMap Pro, U.S. & Canada, Single Use per Seat License	\$3,500.00
	ESRI Data & Maps—StreetMap Pro, U.S. & Canada, Concurrent Use per seat license	\$3,500.00
13	Reserved	
14	<b>ESRI Developer Network (EDN)</b>	
	Annual Subscription for ESRI Developer Network (EDN)	\$1,500.00
	Annual Subscription for EDN with ArcView Single Use	\$2,000.00
	ArcView Addition to current EDN subscription (per subscription)	\$500.00
	DSG Support (10 calls) for ESRI Developer Network (EDN)	\$2,000.00
	Instructor-Led Training (5 days) for ESRI Developer Network (EDN)	\$2,000.00
15	<b>Software Media Kits and Hardware Keys</b>	
	Additional Instal Kit for ArcGIS	\$400.00
	Additional ArcGIS Hardware Key (USB)	\$50.00
	Additional ArcGIS Hardware Key (Parallel)	\$50.00
16	<b>Developer Support Program</b>	
	ArcIMS Developers Priority Support	\$1,495.00
	ArcIMS Developers Pay-As-You-Go Support (per incident)	\$300.00
	ArcInfo Workstation Developers Priority Support	\$2,000.00
	ArcInfo Workstation Developers Pay-As-You-Go Support (per incident)	\$300.00
	ArcGIS Desktop Developers Priority Support	\$2,000.00
	ArcGIS Desktop Developers Pay-As-You-Go Support (per incident)	\$300.00
	Cross Product Plan Developers Priority Support	\$2,000.00
	Annual Premium Support Services	\$75,000.00
	Premium Support Services at an Hourly Rate—Minimum 36 Hours	\$7,500.00
	<b>Installation Services</b>	
	ArcGIS Server Installation Service	\$3,500.00
	Tracking Server Installation and Support Service	\$20,000.00
	ArcIMS Installation Service	\$3,500.00
	ArcSDE Installation Service	\$3,500.00

Section	Description	Price
	<b>Training</b>	
	ESRI Site Training per Student, per Day at ESRI Learning Centers in the USA (Price effective 01/01/2007)	\$475.00
	Client Site Training per Class, per Day (12 Students) at Client Locations in the USA (Price effective 01/01/2007)	\$3,675.00
17	<b>Virtual Campus</b>	
	<b>Individual Courses</b>	
	ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat	\$25.00
	ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat	\$50.00
	ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat	\$75.00
	ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat	\$100.00
	ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat	\$125.00
	ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat	\$150.00
	ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat	\$175.00
	ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat	\$200.00
	ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat	\$225.00
	<b>ESRI Virtual Campus Subscription Pricing</b>	
	<b>Education Subscriptions (for all Virtual Campus courses)</b>	
	Annual Premium Subscription (\$2,500 Virtual Campus Dollar Value)	\$2,250.00
	Annual Premium Subscription (\$5,000 Virtual Campus Dollar Value)	\$4,250.00
	Annual Premium Subscription (\$10,000 Virtual Campus Dollar Value)	\$7,000.00
	Annual Premium Subscription (\$50,000 Virtual Campus Dollar Value)	\$30,000.00
	Annual Premium Subscription (\$100,000 Virtual Campus Dollar Value)	\$50,000.00
	Annual Standard Subscription (\$2,500 Virtual Campus Dollar Value)	\$2,125.00
	Annual Standard Subscription (\$5,000 Virtual Campus Dollar Value)	\$4,000.00
	Annual Standard Subscription (\$10,000 Virtual Campus Dollar Value)	\$6,000.00
	Annual Standard Subscription (\$50,000 Virtual Campus Dollar Value)	\$25,000.00
	Annual Standard Subscription (\$100,000 Virtual Campus Dollar Value)	\$40,000.00
	<b>ESRI Virtual Campus Web Workshop</b>	
	ESRI Virtual Campus Web Workshop (per seat)	\$30.00



EXHIBIT 1  
SCOPE OF USE  
(E300 1/07)

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

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

**Desktop GIS**

- ArcReader (1 and 20)
- ArcView (either 1, 2, or 6 and 17)
- ArcEditor (either 1 or 2, 17, and 26)
- ArcInfo (2, 17, and 26)
- ArcGIS Desktop Extensions (7)
- ArcView 3x and Extensions (1, 7, and 17)

**Server GIS**

- ArcGIS Server and Extensions
  - Workgroup (either 3, 5, or 6 and 7, 8, 9, 28, 29, 30, 32, 38, 39, and 40)
  - Enterprise (3, 4, 5, or 6 and 7, 8, 9, 27, 31, 38, 39, and 40)
  - ArcGIS For AutoCAD (1 and 20)
- ArcIMS
  - ArcIMS and Extensions (either 3, 4, 5, or 6 and 7, 8, 10, and 31)
  - ArcIMS ArcMap Server (either 3, 4, 5, or 6 and 31)
- Tracking Server (5 and 31)
- ArcGIS Image Server and Extensions (either 4 or 5 and 7, 8, 31, 41, and 42)
- RouteMap IMS (either 3, 4, or 5 and 8, 15, and 31)

**Mobile GIS**

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

**Developer GIS**

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 33, 34, 35, and 36)
- ArcGIS Engine Runtime (1, 15, and 22)
  - Extensions (7)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)

- NetEngine (1, 5, and 15)
- NetEngine Internet (5)

**GIS Viewers**

- ArcExplorer—Java and Windows Editions (1 and 20)
- ArcGIS Explorer (1 and 20)

**Business GIS**

- ArcGIS Business Analyst (either 1 or 2)
- ArcView Business Analyst (1)
- ArcLogistics Route (either 1 or 2 and 11)
- BusinessMAP (1)

**Cartographic Production**

- Maplex (1)
- Military Overlay Editor (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data Reviewer, Job Tracking for ArcGIS (JTX) (either 1 or 2)

**Web Services**

- ArcGIS Services (6, 25, 33, 34, and 35)
- ArcWeb Services (6, 16, 25, and 36)

**Data**

- ESRI Map Data (either 1 or 5 and 23 and 37)
- Demographic Data (either 1 or 5)
  - CommunityInfo
  - Retail Marketplace
  - Consumer Expenditure
- Community Tapestry Data
  - For Appending to Customer Records (6 and 21)
  - For Area Profiles (either 1 or 2 and 21)
- Community Coder (6 and 21)
- Sourcebook America (1)
- Portfolio Product Suite (1)
- Globe in a Box (4, 5, and 23)

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

4. "Staging Server License" In addition to the Development Server License Rights, Licensee may use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
5. "Deployment Server License" In addition to the Staging Server License Rights, Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
6. "Term License" Licensee may use the subscription(s), Software, Web Services, and Data for a limited time period or while Licensee has available credits or transactions to use the subscription(s), Software, Web Services, and Data as described in the Documentation. When the license term, subscription, credits, or transactions expire, Licensee must either stop using the subscription(s), Software, Web Services, and Data, or renew or extend the license upon payment of applicable fees.
7. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.
9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.
10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcMS Java Archive (JAR) files without a license for the MapObjects—Java Edition Developer Kit.
11. ESRI and its licensor(s) grant Licensee a nonexclusive, nontransferable, limited license to use, copy, and prepare derivative works by
  - a. Translating "alroute.mxd" (hereinafter "Dictionary") from the original text in the English language; and
  - b. Editing Tele Atlas (TA) Data included within ArcLogistics Route.

The license grant is conditioned as follows:

- a. The derivative works are for Licensee's internal use only;
- b. ESRI and its licensor(s) retain all exclusive right, title, and interest in and to benefits from the derivative works; and
- c. Licensee expressly waives and relinquishes any and all ownership including, but not limited to, copyright, moral rights, or any other statutory or common law claims to the derivative works.

Licensee shall not translate, modify, or edit in any way the software name "ArcLogistics Route," any software logo, any third-party software, any text other than the Dictionary, or any Data other than TA Data. The amount of Data used by Licensee is limited by Data credits purchased. Additional license fees are required if ArcLogistics Route with Data is to be accessed by more than one (1) ArcLogistics Route licensee.

12. ArcPad SOFTWARE IS NOT LICENSED FOR NAVIGATIONAL USE
13. "Dual Use License" means the Software may be installed on a desktop computer and may be used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer so long as the Software is only used by a single individual at any one (1) time.
14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc, and are Copyright © 1995-2002 LizardTech, Inc, and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
15. Deployment Licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
16. Licensee may deliver applications to its sublicensee(s) provided Licensee uses a written sublicense agreement that protects ESRI's rights in its Software, Data, Web Services, and Documentation to the same extent as the ESRI License Agreement including, but not limited to, the following terms:
  - a. Sublicensee may not reverse engineer, decompile, or disassemble the ESRI Software, Data, Web Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; transfer; or assign its rights under the license grant;
  - b. Sublicensee may not use any ESRI Software, Data, Web Services, or Documentation; in whole or in part, separate from Licensee's executable application; and
  - c. Third-party dependent or required components are redistributable subject to permission from the owner or author.
17. Licensee may use Business Objects Crystal Reports software only with the ArcGIS Desktop Software with which it was acquired and subject to the Crystal Reports Professional License Agreement available on the media. However, for use of Crystal Reports software with Concurrent Use Licenses, Licensee may install and use a Crystal Reports license on any

- computer on the network on which the ArcGIS Desktop Concurrent Use Software is used. However, it may only be used with the ESRI Software with which it was acquired. Licensee may not use a software program or system to cache or queue report requests.
18. The Deployment License is per application per computer.
  19. The MapObjects—Java Edition contains Java Archive files, which indicate they are authentic ESRI-certified files when used over the Internet. Licensee shall not use ESRI certification or reference ESRI as a source of trusted content in any modified MapObjects Java Archive files. Licensee may deploy the unmodified Java class ESRI certified libraries as an integral part of the Licensee's application(s).
  20. Licensee may reproduce and deploy the Software provided all of the following occur: (a) The Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the ESRI License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement; (c) all copyright and trademark attributions/notices are reproduced; and (d) there is no charge or fee attributable to the use of the Software.
  21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Community Tapestry market segmentation system.
  22. (a) ArcGIS Engine Runtime Licenses shall not be used for Internet and Server development and deployment. (b) An end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer. (c) The ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
  23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/>, in the Help system, or in supporting metadata files.
  24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN Software and Data may be installed on multiple computers for use by any named EDN developer.
  25. Use of any third-party owned data that is included in ArcGIS Services or ArcWeb Services shall be subject to the Use of Data Restrictions found at <http://www.esri.com/legal/>, which may be modified by ESRI from time to time. If a modification is unacceptable to Licensee, Licensee may cancel the subscription upon written notice to ESRI. If Licensee continues to use the Web Services, Licensee will be deemed to have accepted the modification.
  26. ArcSDE Personal is restricted to four (4) gigabytes of data.
  27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
  28. Limited to ten (10) concurrent end users of non ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Products, ArcGIS Engine Products, and third party applications that connect directly to any ArcGIS Server geodatabase.
  29. Can only be used with SQL Server 2005 Express.
  30. Restricted to a maximum total of four (4) gigabytes of data.
  31. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other redundant site is operational.
  32. No redundant Software installation is permitted.
  33. ArcGIS Services may only be utilized in conjunction with ArcGIS Desktop Software and ArcGIS Explorer Software.
  34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
  35. Licensed end users shall not share client-side data cache derived from ArcGIS Services with other licensed end users or third parties.
  36. Licensee may not download or store resulting data or information except for results derived from using ArcWeb Services Address Manager.
  37. Data provided with StreetMap may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or calculating an alternate route if a turn is missed.
  38. ArcGIS Server 3D extension included with ArcGIS Server (Workgroup or Enterprise) Standard and Advanced may only be used for generating globe data cache(s), or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D Extension Software is permitted with ArcGIS Server Standard. ArcGIS Server 3D Extension can be used with ArcGIS Server Advanced if the additional license fees for the 3D extension have been paid.
  39. Any editing functionality included with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.

40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) are permitted for use only with ArcGIS Server Advanced.
41. ArcGIS Image Server Seamline and Orthorectification extensions, included with ArcGIS Image Server, can only be used with ArcGIS Image Server if the additional license fees for the extensions have been paid.
42. ArcGIS Image Server License includes the right to one desktop deployment of the ArcGIS Image Server Service Editor for every two socket ArcGIS Image Server License. This includes the right to use the ArcGIS Image Server Seamline and Orthorectification extensions (if also licensed for ArcGIS Image Server) with the desktop deployment of Service Editor. Additional Service Editor desktop deployments can be licensed for an additional fee. The Seamline and Orthorectification extension must also be licensed separately for an additional fee for each additional Service Editor desktop deployment.

# Purchase Agreement Amendment



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 CAPITOL HILL  
 PROVIDENCE RI 02908

<b>V E N D O R</b>	ENVIRONMENTAL SYS RESEARCH INST INC  380 NEW YORK ST REDLANDS, CA 92373 United States	Amendment Date: 29-SEP-06 Original Award Date: 12-JUL-06 Buyer: L Roche Phone #: N/A FOB: Destination Terms: NET 30	Change Order Number 3 Award Number <b>68M00210512</b> Vendor Number <b>434</b> Effective Period 01-JUL-92 - 30-SEP-07
--	--	--	--

<b>S H I P T O</b>	409 MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
--	--

<b>I N V O I C E</b>	409 MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
--	--

Department			Bid Number	C/O Req#	
DEPT not found					
Line #	Item	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #68M00210512 DATED 6/8/92			
		CHANGE EFFECTIVE PERIOD: FROM: 7/1/92 - 9/30/06 TO: 7/1/92 - 9/30/07			
			New PO Total		

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.gov](http://www.purchasing.state.ri.gov).

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.



# Price Agreement Amendment

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

<b>V E N D O R</b>	ENVIRONMENTAL SYS RESEARCH INST INC 380 NEW YORK ST REDLANDS CA 92373	<b>SOFTWARE, GEO INF SYSTEM</b> Amendment Date: 06/30/2006 Original Award Date: 06/08/1992 Buyer: ROCHE, LINDA P Phone #: (401) 222 - 2142 ext. 118 FOB: F.O.B., Destination  Terms: Net 30	Change Order Number <b>13</b> Award Number <b>68M00210512</b> Effective Period: 07/01/1992 - 09/30/2006
--	---	--	--

<b>S H I P T O</b>	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA
--	--

<b>I N V O I C E</b>	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA
--	--

**Change Order Note:** Change Order for Header      Blanket End Date Changed: Original Date = 5/15/2006 00:00:00 - New Date = 9/30/2006 00:00:00

Department		Bid Number	C/O Req #
ADMINISTRATION		2894	
Item	Class-Item      Bid #      Requisition #	Unit	Unit Price
	PER SOFTWARE, GEOGRAPHIC INFORMATION SYSTEM MASTER PRICE AGREEMENT #183-3-2894  Change Order for Item  Blanket End Date Changed: Original Date = 5/15/2006 00:00:00 - New Date = 9/30/2006 00:00:00		

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us).

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

<b>STATE PURCHASING AGENT/DESIGNEE</b>	
<b>ACCOUNTING</b>	<b>DATE RELEASED</b>



# Price Agreement Amendment

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

<b>V E N D O R</b>	ENVIRONMENTAL SYS RESEARCH INST INC 380 NEW YORK ST REDLANDS CA 92373	<b>SOFTWARE, GEO INF SYSTEM</b> Amendment Date: 09/06/2005 Original Award Date: 06/08/1992 Buyer: ROCHE, LINDA P Phone #: (401) 222 - 2142 ext. 118 FOB: F.O.B., Destination  Terms: Net 30	Change Order Number <p style="text-align: center;"><b>12</b></p> Award Number <p style="text-align: center;"><b>68M00210512</b></p> Effective Period: 07/01/1992 - 05/15/2006

<b>S H I P T O</b>	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

<b>I N V O I C E</b>	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #12

Department			Bid Number	C/O Req #	
ADMINISTRATION		MPA-183	2894		
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #12 CHANGE TO PO #68M00210512 DATED 6/8/92 UPDATED TIME AND MATERIALS RATE SCHEDULE				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us).

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

<b>STATE PURCHASING AGENT/DESIGNEE</b>	
<b>ACCOUNTING</b>	<b>DATE RELEASED</b>

## TIME AND MATERIALS RATE SCHEDULE

*Effective January 1, 2005*

Hourly time and materials labor rates have been provided for each labor category for calendar year 2005. The hourly labor rates for services that are performed after 2005 may be escalated in an amount not to exceed seven and one-half percent (7.5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

ESRI reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours and/or are more than twenty-five thousand dollars (\$25,000). Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percent complete.

### **Principal**

**Hourly Rate: \$287/Hour**

These staff members work as program directors or project advisors providing project vision, strategic consulting, and program management for all types of geographic information system (GIS) projects. They apply market/application domain expertise and have extensive experience in GIS and related technologies to ensure the successful completion of a project. Consulting activities may include strategic planning, review and oversight of requirements definition, application and database design, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These staff members work with senior client staff and have the support of senior ESRI corporate staff to ensure successful project completion.

### **Senior Consultant**

**Hourly Rate: \$217/Hour**

These staff members work as project managers or project advisors providing strategic consulting and program management for all types of GIS projects. They apply market/application domain expertise and have extensive experience in GIS and related technologies to ensure the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars, requirements definition, application and database design and development, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. They design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules.

### **Consultant**

**Hourly Rate: \$172/Hour**

These staff members provide day-to-day consulting and management of contracted projects within ESRI. They work under the guidance of senior ESRI consulting staff and support the design and implementation of defined work plans. They provide traditional consulting services and design and management support to application development projects and database conversion projects. They conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using computer-aided software engineering (CASE) tools and entity-relationship (E-R) diagramming methodologies, design and develop software and database quality assurance/quality control (QA/QC) programs, and provide management oversight of daily technical activities. They work with senior consulting and technical staff to design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules. These staff members also work with ESRI administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

### **Senior Technical Designer**

**Hourly Rate: \$224/Hour**

These staff members are the senior technical staff at ESRI. They provide the overall technical vision and system architecture for large complex systems. They ensure that sound software engineering principles and life cycle methodologies are applied to projects. They are actively involved in systems architecture design, application software design, database process design, and all phases of coding including conducting design and code reviews. They may serve as the principal investigator in focused studies or research and development (R&D) projects. While staff members in this category have broad technical knowledge of GIS applications and related technologies, they

also provide specific expertise in areas such as Internet applications, data warehousing, spatial analysis, and modeling. They are proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

**Technical Designer**

**Hourly Rate: \$181/Hour**

GIS system/software developers design technical project plans for the implementation of application software projects and database development projects. They oversee the day-to-day technical activities of the project team and ensure that appropriate systems methodologies are employed. They design and develop QA/QC programs and oversee design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle. They will perform detailed software design and detailed database conversion design and be directly involved in the coding and implementation of the more complex and strategic portions of application software and database conversion projects. They are proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

**Technical Analyst**

**Hourly Rate: \$141/Hour**

Staff members in this category work independently to perform software coding and write software documentation to design specifications developed by senior staff. They also design and implement data conversion procedures. These staff members also perform software and database quality control and are proficient in the coding of software and processing of digital databases. They are also proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

**Database Analyst**

**Hourly Rate: \$119/Hour**

These staff members provide database development support in creating cartographic and digital data products. Areas of expertise include performing data conversion, migration, and translation activities utilizing advanced processing techniques in ARC/INFO and/or ArcInfo software. In addition, these staff members design and implement efficient production tools and coordinate work flow with project personnel.



**EXHIBIT 1  
SCOPE OF USE  
(E300 3/05)**

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

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

**Desktop Software**

- ArcGIS Desktop
  - ArcReader (1 and 18)
  - ArcView (1, 2, 6, and 14)
  - ArcEditor (1, 2, 6, and 14)
  - ArcInfo (2, 6, and 14)
  - ArcInfo Workstation Extensions (2 and 6)
  - ArcGIS Desktop Extensions (1, 2, and 6)
- Production Line Tool Set for ArcGIS (PLTS); GIS Data ReViewer; Job Tracking for ArcGIS (1)
- ArcView GIS 3 x
  - ArcView and Extensions (1)
- ArcPad (1, 9, and 10)
- ArcPad StreetMap (1, 9, and 19)
- ArcLogistics Route (1 and 8)
- BusinessMAP (1)
- Maplex (1)
- MOLE (1)
- ArcExplorer (1 and 18)
- Data Sets (1)

**Server Software**

- ArcGIS Server
  - ArcGIS Server Base License (3, 5, 7, 22, and 23)
  - Extensions (1, 3, 6, 7, 22, and 23)
- ArcSDE
  - ArcSDE Application and Connection Server (3, 5, 7, 17, 22, and 23)
  - ArcSDE for Coverages (3, 5, 7, 17, 22, and 23)
  - ArcSDE Client Access (2, 17, 22, and 23)
  - ArcSDE CAD Client (2, 17, 22, and 23)
- ArcIMS
  - ArcIMS and Extensions (3, 5, 6, 7, 12, 22, and 23)
  - Extensions (1, 3, 6, 7, 22, and 23)
- Tracking Server (7, 22, and 23)

**Developer Software**

- ArcGIS Schematics SDK (1, 4, 12, and 15)
- ArcGIS Engine
  - ArcGIS Engine Developer Kit (1 and 21)
  - ArcGIS Engine Runtime (1 and 21)
  - Extensions (1, 4, 6, 12, and 21)
- MOLE SDK (1, 4, and 12)
- ArcPad Application Builder (1)
- MapObjects—Windows Edition (1, 4, 11, 12, and 15)
- MapObjects—Java Edition (1, 3, 4, 5, 7, 12, 15, 16, 22, and 23)
- MapObjects LT (1, 4, 11, and 12)
- NetEngine (1, 5, and 12)
- NetEngine Internet (3, 5, and 13)
- Geocoding Development Kit (1)

**ESRI BIS Software, Data, and Documentation**

- ArcGIS Business Analyst (1, 2, and 20)
- ArcView Business Analyst (1 and 20)
- Demographic Data (1 and 20)
  - CommunityInfo
  - Retail Marketplace
  - Consumer Expenditure
- Community Tapestry Data (1 and 20)
- Third Party Data (1 and 20)
- Community Coder (1 and 20)
- Sourcebook America (included with ArcReader) (1, 18, and 20)
- Portfolio
  - Allocate (1 and 20)
  - Solocast (1 and 20)

1. "Single use license" means a license must be dedicated for each computer or network access point that has use rights for the Software, Data, or Documentation. Licensee may make a second copy for Licensee's exclusive use on a portable computer so long as only one (1) copy of the Software, Data, and Documentation is in use at any one time.
2. "Concurrent use license" means a license that permits execution of the Software on any computer on the network. The number of simultaneous/concurrent users may be controlled by a License Manager to access and use the Software, Data, or Documentation.

3. "Server license" means a license for (server-side) Software that (i) resides on a server computer and provides services to multiple users and/or client computers in a distributed computing environment, or (ii) resides on an individual desktop computer and provides services to that computer in conjunction with ArcGIS Desktop or other Server Software. For example, an ArcSDE direct connection with an ArcGIS Desktop application, or an ArcSDE direct connection with ArcIMS or ArcGIS Server is a server license.
4. A "Stand-alone Deployment license" grants the right to Licensee to redistribute a stand-alone application to end users, provided the application is installed on each computer on which the application is run. The Stand-alone Deployment license requires payment of redistribution or deployment fees, except for MapObjects LT.
5. A "Server Deployment license" grants the right to Licensee to redistribute an application via a network, the Internet, or Intranet to end users of the application (also known as an "Internet Redistribution license"). The Server Deployment license does not require payment of additional deployment or redistribution fees, except for MapObjects—Java Edition.
6. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs. For example, if Licensee orders Concurrent Use ArcInfo, then any associated extension is also licensed for concurrent use or if Licensee orders an ArcGIS Server extension, that extension is also licensed for use on a server.
7. The ArcGIS Server, ArcIMS, ArcSDE, MapObjects—Java Edition, and Tracking Server (collectively "Server Software") licenses are licensed per Server/CPU. Each Server Software license may be installed on up to 2 CPUs in one server; licenses for additional CPUs are available. Server licenses include the rights to develop, test, and deploy applications to end users via a network, the Internet, or Intranet on or from the same licensed server, provided the source and object code are not accessible to users of the application and that Licensee does not generate revenue directly by charging for access to the site or service by selling data, pay-per-view, subscription fee, or similar means by utilization of the Software. Licensee shall not use any type of development or testing licenses, including those licenses installed in a staging server environment (Staging Server licenses) to deploy applications for production use by end users. The administration tools for ArcIMS, ArcSDE, and MapObjects—Java Edition may be copied and redistributed throughout Licensee's organization. User developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in the ArcGIS Desktop (ArcView, ArcEditor, or ArcInfo) may not be copied unless part of a licensed ArcGIS Desktop installation. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or Intranet. Licensee shall not develop client/server solutions with the ArcIMS Java Archive (JAR) files without a license for the MapObjects—Java Edition Developer Kit.
8. ESRI and its licensor(s) grant Licensee a nonexclusive, nontransferable, limited license to use, copy, and prepare derivative works by
  - (a) Translating "alroute.mld" (hereinafter "Dictionary") from the original text in the English language;
  - (b) Editing Geographic Data Technology (GDT) Data included within ArcLogistics Route; and
  - (c) Adding Data (owned by Licensee or others) to ArcLogistics Route Software.

The license grant is conditioned as follows:

- (a) The derivative works are for Licensee's internal use only;
- (b) ESRI and its licensor(s) retain all exclusive right, title, and interest in and benefits from the derivative works, except Data owned by Licensee or others; and
- (c) Licensee expressly waives and relinquishes any and all ownership including, but not limited to, copyright, moral rights, or any other statutory or common law claims to the derivative works, except for Data owned by Licensee or others.

Licensee shall not translate, modify, or edit in any way the software name "ArcLogistics Route," software logo, any third party software, any text other than the Dictionary, or any Data other than GDT's.

The amount of Data used by Licensee is limited by Data credits purchased. Additional license fees are required if ArcLogistics Route with Data is to be accessed by more than one (1) ArcLogistics Route license.

9. ArcPad SOFTWARE IS NOT LICENSED FOR NAVIGATIONAL USE.
10. This is a "Dual Use License," meaning the Software may be installed on a desktop computer and may be used simultaneously with either a Personal Digital Assistant (PDA) or handheld mobile computer provided that the Software is only used by a single individual at any one (1) time.
11. Licensee shall not redistribute or disclose the MapObjects developer license file (\*.lic). Developers must attribute as follows: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
12. Redistribution rights for standard or Internet application(s) may be subject to payment of additional license fees. Other restrictions notwithstanding, Licensee may redistribute commercial applications to its sublicensee(s) provided Licensee

uses a written sublicense agreement that protects ESRI's rights in its Software, Data, and Documentation to the same extent as the ESRI License Agreement, and that includes the following terms, as a minimum:

- (a) Sublicensee may not reverse engineer, decompile, or disassemble the ESRI Software, Data, or Documentation, except to the extent permitted by applicable law, copy for commercial use, transfer, or assign its rights under the license grant; and
  - (b) Sublicensee may not use any ESRI Software, Data, or Documentation, in whole or in part, separate from Licensee's executable application.
  - (c) Third party dependent or required components are redistributable subject to permission from the owner or author.
13. Subject to an annual renewal fee.
14. Licensee may use Business Objects Crystal Reports software only with the ESRI Software with which it was acquired and subject to the Crystal Reports Professional License Agreement available on the media. However, for use of Crystal Reports software with Concurrent Use ArcGIS Software licenses, Licensee may install and use a Crystal Reports license on any computer on the network on which the ArcGIS Desktop Concurrent Use Software is used, but it may only be used with the ESRI Software with which it was acquired, as previously noted. Licensee may not use a software program or system to cache or queue report requests.
15. The Redistribution Stand-alone (or Deployment) license is per application per computer. For MapObjects—Windows Edition, Internet or Intranet Deployment requires an ArcIMS Internet Deployment License. Except for ArcIMS licenses, one (1) Internet Deployment license is required for each ArcIMS server/CPU that runs Web mapping applications built with MapObjects—Windows Edition. For MapObjects—Java Edition, Internet or Intranet Deployment requires a MapObjects—Java Internet Deployment License. An application upgrade is not a redeployment as long as it uses the same major revision of ArcGIS Schematics SDK, MapObjects—Windows Edition, or MapObjects—Java Edition.
16. The MapObjects—Java Edition contains Java Archive (JAR) files, which indicate they are authentic ESRI-certificated files when used over the Internet. Any Licensee certificate placed on the modified "re-jarred" files cannot reference ESRI as a source of trusted content. In addition to any other rights and restrictions in the Agreement, Licensee may use the MapObjects—Java Edition on a single computer to
- (a) Build applet(s) that are used only as an internal component in end user interfaces, and to copy the applet(s) to additional computers (e.g., Web Server) from which Licensee may deploy the applet(s) to end users via download in the course of browsing or interacting with Licensee's Web pages. End user redistribution of the applet(s) is not allowed; and
  - (b) Build stand-alone Java Applications. Licensee may deploy the Java class ESRI certificated libraries as an integral part of Licensee's application(s); and
  - (c) Build servlets and/or Enterprise JavaBeans with MapObjects—Java components, requiring a MapObjects—Java Internet Deployment License for each server configuration; and
  - (d) Distribute MapObjects Java applets, provided (i) Licensee's Web pages or software application(s) is targeted at end users and not as a development tool; (ii) Licensee does not use ESRI's name, logos, or trademark to market Licensee's Web pages or application(s); and (iii) Licensee includes a valid Licensee copyright notice on Licensee's Web pages and software application(s).
17. ArcSDE is licensed on a Server/CPU basis and on a one-to-one basis with a relational database. Licensee may run ArcSDE on a Server to connect to a DBMS, or may connect directly to a DBMS by running ArcSDE on an individual desktop computer. Each ArcSDE Server license permits multiple ArcSDE instances on one (1) server or one (1) desktop computer if Licensee has multiple database instances on the corresponding database Server. Licensee may not connect to more than one (1) database server with an ArcSDE license. ArcSDE for Coverages is licensed only in conjunction with ArcView, ArcEditor, or ArcInfo concurrent use licenses, or ArcSDE Server or ArcIMS Server licenses. Licensee may reproduce and redistribute ArcSDE for Coverages for its internal use.
18. Licensee may reproduce and redistribute the ArcReader and/or ArcExplorer Software provided all of the following occur:
- (a) The ArcReader or ArcExplorer Software is reproduced and redistributed in its entirety whether as a stand-alone application or as an embedded GIS viewing tool on Licensee's own deliverable;
  - (b) An Agreement accompanies each copy of the ArcReader or ArcExplorer Software that protects the ArcReader or ArcExplorer Software to the same extent as the ESRI License Agreement, and the recipient agrees to be bound by the terms and conditions of the Agreement;
  - (c) All copyright and trademark attributions/notices are reproduced;
  - (d) There is no charge or fee attributable to the use of the ArcReader or ArcExplorer Software; and
  - (e) Sourcebook America may not be redistributed.

19. Data provided with ArcPad StreetMap may be used for mapping, geocoding, and routing purposes but may not be used for dynamic routing purposes. Dynamic routing or "real-time guidance" is predictive routing and is not included in the ArcPad StreetMap functionality. For instance, ArcPad StreetMap may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or calculating an alternate route if a turn is missed.
20. ESRI BIS Software, Data, and Documentation shall be subject to the Permitted Uses and Uses Not Permitted described below

"Permitted Uses:

- (a) Licensee is granted permission to include resultant maps, reports, or other data output derived from ESRI BIS Software, Data, and Documentation only as part of Licensee's value-added products and/or services (e.g., Licensee's client reports, presentation packages, marketing studies, etc.) to current or prospective clients, so long as the resultant maps, reports, or other data output derived from ESRI BIS Software, Data, and Documentation comprises less than twenty percent (20%) of the total value of the Licensee's client reports, presentation packages, or marketing studies.

Uses Not Permitted:

- (a) Licensee shall not sell; rent; lease; sublicense; lend; assign; time-share; or act as a service bureau or Application Service Provider (ASP) of full, complete, stand-alone reports, maps, or data output created from ESRI BIS Software, Data, and Documentation without first entering into an appropriate reseller-type agreement with ESRI.
  - (b) Unless Licensee has separately licensed a copy of Community Coder, or ESRI BIS Data that permits appending of the Community Tapestry market segmentation system codes ("Tapestry Codes"), Licensee shall not use the ESRI BIS Data to assign or append Tapestry Codes to addresses or geographical data not included with ESRI BIS Software, Data, and Documentation. If Licensee is granted the right to assign Tapestry Codes to Licensee's own files or records (i.e., profiling), Tapestry Codes shall not be disclosed to or used for the benefit of third parties nor shall Licensee provide any third party with mapping, indexing or delivery services made possible through the use of the deliverables without ESRI BIS's express written permission.
  - (c) Licensee shall not use, copy, redistribute, publicly display, rebroadcast, or otherwise retransmit the ESRI BIS Software, Data, and Documentation on the Internet without first entering into an appropriate Internet/Intranet Deployment-type agreement with ESRI.
  - (d) Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the Community Tapestry market segmentation systems type of said individual's place of residence.
21. The ArcGIS Engine Developer Kit grants the right to develop an unlimited number of applications on a single computer and to deliver the applications with or without the Engine Runtime Software to end users. The ArcGIS Engine Developer Kit licenses and Engine Runtime licenses may be licensed independent of the other. Licensee shall not redistribute the Engine Developer Kit authorization file. The Engine Runtime licenses shall not be used for development of Engine applications. Internet and Server development and deployment is not permitted. An end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an unlimited number of applications built from the ArcGIS Engine Developer Kit on one (1) computer. The ArcGIS Engine Runtime Extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. Developers must attribute as follows: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
  22. Server Software may be used in logical, virtual, and "on-demand" server configurations. When counting the number of CPU licenses required for each type of server configuration, ESRI counts all the physical CPUs in a server where the Server Software is installed and/or running. In logical server configurations each Server Software license may be installed on up to two (2) CPUs in one (1) logical server. For "on-demand computing" dormant CPUs do not need to be licensed until they are activated. In virtual server configurations all CPUs in the server must be licensed.
  23. A multicore computer chip with "N" number of CPUs is treated as "N" CPUs. For example, a server that has a dual-core computer chip on it would need to be licensed for two (2) CPUs, even though there is a single computer chip core that holds the two (2) CPUs.



## ESRI MPA PRICE LIST (E405 4/05)

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

---

---

### General Information and Disclaimers

1. The following software items and related products are offered to Licensee and its qualified agencies for use only within the United States of America, its possessions, and territories.
2. The listed prices are exclusive of shipping, handling and any applicable taxes. Delivery terms are FOB Redlands, California. Shipping and handling will be prepaid and charged back, i.e. included in the invoice as a separate item. If desired, shipping and handling charges can be quoted to the customer prior to the placement of the order. Your ESRI Sales Representative can provide a specific quote including applicable shipping and handling charges.
3. Eligible customers may at any time request a specific quote based on this contract from an ESRI sales representative. When selecting items from this contract without assistance from an ESRI sales representative, be aware of the following general rules:
  - (a) Volume pricing applies on a per-order and per-item basis unless otherwise indicated. The listed prices must be multiplied by the order quantity to determine the total price for any given order.
  - (b) Some products have prerequisites and interdependencies so that one may not be purchased, or may not be functional, without prior or simultaneous purchase of another product. For example, software upgrades can only be licensed by customers who have already acquired the corresponding earlier version of the software, and extension software is only functional in combination with the corresponding core software. If you have questions regarding your configuration, please contact your ESRI representative for additional information.
  - (c) System requirements and platform support vary from item to item. If in doubt whether your system will support a desired item, please contact your ESRI sales representative for additional information.
  - (d) Some items are not offered to all potential customers. For example, certain software upgrades are only offered to customers who have acquired the most recent versions of the software and local government licenses are only offered to local government customers.
  - (e) Customer must provide adequate facilities for client site training. Certain other restrictions apply. See the Learning Center On-site training information at ESRI's Web site ([www.esri.com/training/site\\_training.html](http://www.esri.com/training/site_training.html)) for details.
  - (f) ESRI Site Training (i.e. Training at one of ESRI's Training Centers) requires a completed registration application form from each student. Registrations are processed on a first-come, first-served basis. We recommend that you submit this registration information at least one month prior to the start date of your class. See the Learning Center registration information at ESRI's Web site ([www.esri.com/training/register.html](http://www.esri.com/training/register.html)) for details.
4. Support services are defined at ESRI's Web site ([www.esri.com](http://www.esri.com)) within the user support section. Particular attention should be paid to the fact that some ESRI software comes with complimentary maintenance for the first year and other software features different support plans.
5. New software releases for most software products are provided exclusively through maintenance programs. In these cases, software upgrades are not sold separately.

**MPA Price List**

E405 04/07/2005

<b>Section</b>	<b>Description</b>	<b>Price</b>
<b>1</b>	<b>ArcGIS Concurrent Use Licenses</b>	
	ArcInfo Concurrent Use License	\$9,900
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200
	ArcEditor Concurrent Use License	\$6,300
	ArcView Concurrent Use License	\$2,800
	ArcGIS Spatial Analyst Concurrent Use License	\$2,000
	ArcGIS 3D Analyst Concurrent Use License	\$2,000
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,000
	ArcGIS Publisher Concurrent Use License	\$2,000
	ArcGIS Survey Analyst Concurrent Use License	\$2,000
	ArcGIS Tracking Analyst Concurrent Use License	\$2,000
	ArcGIS ArcScan Concurrent Use License	\$2,000
	ArcGIS Maplex Concurrent Use License	\$2,000
	ArcGIS Data Interoperability Concurrent Use License	\$2,000
	ArcGIS Network Analyst Concurrent Use License	\$2,000
	ArcGIS Schematics Concurrent Use License	\$2,000
	Primary Maintenance for ArcView Concurrent Use License	\$700
	Secondary Maintenance for ArcView Concurrent Use License	\$500
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200

Section	Description	Price
1	<b>ArcGIS Single Use Licenses</b>	
	ArcEditor Single Use License	\$6,300
	ArcView Single Use License	\$1,200
	ArcGIS Spatial Analyst Single Use License	\$2,000
	ArcGIS 3D Analyst Single Use License	\$2,000
	ArcGIS Geostatistical Analyst Single Use License	\$2,000
	ArcGIS Publisher Single Use License	\$2,000
	ArcGIS Survey Analyst Single Use License	\$2,000
	ArcGIS Tracking Analyst Single Use License	\$2,000
	ArcGIS ArcScan Single Use License	\$2,000
	ArcGIS Maplex Single Use License	\$2,000
	ArcGIS Data Interoperability Single Use License	\$2,000
	ArcGIS Network Analyst Single Use License	\$2,000
	ArcGIS Schematics Single Use License	\$2,000
	Primary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Only)	\$400
	Secondary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Only)	\$300
	Primary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Plus Extensions)	\$1,000
	Secondary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Plus Extensions)	\$900
	Primary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,500
	Secondary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,200
	Primary Maintenance for ArcEditor Single Use with Extensions	\$2,100
	Secondary Maintenance for ArcEditor Single Use with Extensions	\$1,800
	<b>Maintenance Activation Program</b>	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.0 Single Use License for Windows, Core Only	\$600
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.0 Single Use License for Windows, Core Only	\$400
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.0 Single Use License for Windows, Core Plus Extensions	\$1,500
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.0 Single Use License for Windows, Core Plus Extensions	\$1,300
	Primary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Only	\$600
	Secondary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Only	\$400
	Primary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Plus Extensions	\$1,500
	Secondary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Plus Extensions	\$1,300
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Only	\$600
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Only	\$400
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Plus Extensions	\$1,500
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Plus Extensions	\$1,300
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Core Only	\$1,050

Section	Description	Price	
1	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Core Only	\$750	
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Each Extension	\$750	
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Each Extension	\$300	
	<b>ArcGIS Upgrades</b>		
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be on maintenance to qualify)	\$1,600	
	<b>Upgrade from One ArcGIS Product to Another</b>		
	Upgrade from ArcView Single Use to ArcEditor	\$5,100	
	Upgrade from ArcView Single Use to ArcInfo	\$8,700	
	Upgrade from ArcView Concurrent Use to ArcEditor	\$3,500	
	Upgrade from ArcView Concurrent Use to ArcInfo	\$7,100	
	Upgrade from ArcEditor to ArcInfo	\$3,600	
	<b>ArcInfo 7.x or 8.0.x Software—UNIX/Windows NT</b>		
	ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000	
	ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,600	
	ArcInfo 7.x or 8.0.x Extension (each) Floating License (ArcNetwork, ArcCOGO, ArcTIN, ArcGrid, or ArcScan)	\$2,000	
	ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$500	
	ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2-10, 12-20...)	\$200	
	ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100	
	ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (each) (Secondary 2-10, 12-20...)	\$440	
<b>Other ArcInfo 7.x or 8.0.x Licenses—UNIX/Windows NT</b>			
ArcStorm First License (3 seats) Annual Maintenance	\$500		
ArcStorm Additional License (each additional seat) Annual Maintenance	\$100		
<b>ArcPress for ArcView</b>			
ArcPress for ArcView UNIX License	\$295		
ArcPress for ArcView Windows/Windows NT License	\$295		
2	<b>ArcView 3.x and Extensions</b>		
	<b>UNIX</b>		
	ArcView 3.x for UNIX Single Use License Qty. 1-5 (each)	\$1,756	
	ArcView 3.x for UNIX Single Use License Qty. 6-25 (each)	\$1,581	
	ArcView 3.x for UNIX Single Use License Qty. 26+ (each)	\$1,405	
	ArcView 3.x for UNIX License Primary Maintenance	\$700	
	ArcView 3.x for UNIX License Secondary Maintenance	\$500	
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	\$500	
	ArcView Network Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	\$2,246	
	ArcView Network Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	\$2,121	
	ArcView Network Analyst Extension for UNIX Single Use License Qty. 26+ (each)	\$1,871	

Section	Description	Price
2	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	\$2,246
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	\$2,121
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 26+ (each)	\$1,871
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	\$2,696
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	\$2,546
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 26+ (each)	\$2,246
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	\$2,696
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	\$2,546
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 26+ (each)	\$2,246
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200
	<b>Windows/Windows NT</b>	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$956
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$861
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$765
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300
	Primary Maintenance for ArcView 3.3 Single Use License (Core Plus Extensions)	\$1,000
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Plus Extensions)	\$900
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,346
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,271
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,121
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,346
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,271
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,121
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,246
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,121
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,871
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,246
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,121
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,871
	<b>ArcView StreetMap</b>	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$495

Section	Description	Price
3	<b>MapObjects</b>	
	<b>MapObjects--Windows Edition</b>	
	MapObjects--Windows Edition Stand-Alone Developer's Kit (includes MapObjects--Windows Edition and 50 Stand-Alone Deployments)	\$4,000
	MapObjects--Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to 2 CPUs)	\$11,600
	Additional MapObjects--Windows Edition Developer License	\$800
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	\$1,000
	MapObjects--Windows Limited Deployment Site License Kit	\$16,000
	Maintenance for MapObjects--Windows Edition Stand-Alone Developer's Kit	\$1,000
	Maintenance for MapObjects--Windows Edition Internet Developer Kit	\$2,400
	Maintenance for Additional MapObjects--Windows Edition Developer License	\$200
	Maintenance for MapObjects--Windows Limited Deployment Site License Kit	\$3,000
	25-Pak Additional MapObjects--Windows Edition Stand-Alone Deployments	\$2,000
	<b>MapObjects LT</b>	
	MapObjects LT 2 License	\$1,000
	<b>MapObjects--Windows Edition StreetMap Extension</b>	
	MapObjects--Windows Edition StreetMap Developer's Kit (1 Development License and 50 Stand-Alone Deployment Licenses)	\$595
	Additional MapObjects--Windows Edition StreetMap Stand-Alone Deployment Licenses 25 Pak	\$50
	Additional MapObjects--Windows Edition StreetMap Development License	\$495
	<b>MapObjects--Java Edition</b>	
	MapObjects--Java Edition Stand-Alone Developer Kit (includes MapObjects--Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	\$4,000
	MapObjects--Java Edition Internet Developer Kit (Includes 2 MapObjects Java Edition Developer License and Deployment License for One Server with up to two CPUs)	\$6,000
	Additional MapObjects--Java Edition Developer License	\$800
	Additional MapObjects--Java Edition Server Deployment License for One Server with up to Two CPUs	\$4,000
	Additional MapObjects--Java Edition CPU Deployment License	\$3,000
	Maintenance for MapObjects--Java Edition Stand-Alone Developer Kit	\$1,000
	Maintenance for MapObjects--Java Edition Internet Developer Kit	\$1,500
	Maintenance for Additional MapObjects--Java Edition Developer License	\$200
	Maintenance for Additional MapObjects--Java Edition Server Deployment License for One Server with up to Two CPUs	\$1,000
	Maintenance for Additional MapObjects--Java Edition CPU Deployment License	\$750
	25-Pak Additional MapObjects--Java Edition Stand-Alone Deployments	\$2,000
	<b>MapObjects--Java Edition (Staging Server)</b>	
	MapObjects--Java Edition Stand-Alone Developer Kit for Staging Server (includes MapObjects--Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	\$2,000
	MapObjects--Java Edition Internet Developer Kit for Staging Server (includes two MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$3,000
	Additional MapObjects--Java Edition Developer Licenses for Staging Server	\$400
	Additional MapObjects--Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$2,000

Section	Description	Price
3	Additional MapObjects--Java Edition CPU Deployment License for Staging Server	\$1,500
	Maintenance for MapObjects--Java Edition Stand-Alone Developer Kit for Staging Server	\$500
	Maintenance for MapObjects--Java Edition Internet Developer Kit for Staging Server	\$750
	Maintenance for Additional MapObjects--Java Edition Developer Licenses for Staging Server	\$100
	Maintenance for Additional MapObjects--Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$500
	Maintenance for Additional MapObjects--Java Edition CPU Deployment License for Staging Server	\$375
4	<b>ArcGIS Engine</b>	
	ArcGIS Engine Developer Kit License	\$5,000
	Primary Maintenance for ArcGIS Engine Developer Kit License	\$3,000
	Additional ArcGIS Engine Developer Kit License	\$3,000
	Primary Maintenance for Additional ArcGIS Engine Developer Kit License	\$3,000
	Secondary Maintenance for Additional ArcGIS Engine Developer Kit License	\$1,500
	<b>ArcGIS Engine Runtime</b>	
	Standard ArcGIS Engine Runtime License	\$500
	ArcGIS Engine Runtime 3D Extension License	\$1,000
	ArcGIS Engine Runtime Spatial Extension License	\$1,000
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	\$1,000
	ArcGIS Engine Runtime Network Extension License	\$1,000
	Maintenance for Standard ArcGIS Engine Runtime License Without Extensions	\$100
	Maintenance for Standard ArcGIS Engine Runtime License With Extensions	\$400
5	<b>ArcGIS Server (Production Server)</b>	
	ArcGIS Server License (up to 2 CPUs) includes 2 Developer Licenses	\$30,000
	Additional CPUs on a Licensed ArcGIS Server	\$15,000
	Additional ArcGIS Server Single Use Developer License	\$3,000
	ArcGIS Server License Spatial Extension (up to 2 CPUs)	\$10,000
	Additional CPUs on a Licensed ArcGIS Server Spatial Extension	\$5,000
	ArcGIS Server License 3D Extension (up to 2 CPUs)	\$10,000
	Additional CPUs on a Licensed ArcGIS Server 3D Extension	\$5,000
	ArcGIS Server License Network Extension (up to 2 CPUs)	\$10,000
	Additional CPUs on a Licensed ArcGIS Server Network	\$5,000
	Maintenance for ArcGIS Server License	\$7,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server	\$3,750
	Primary Maintenance for Additional Single Use ArcGIS Server Developer License	\$750
	Secondary Maintenance for Additional Single Use ArcGIS Server Developer License	\$375
	Maintenance for ArcGIS Server License Spatial Extension	\$2,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server Spatial Extension	\$1,250
	Maintenance for ArcGIS Server License 3D Extension	\$2,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server 3D Extension	\$1,250
	Maintenance for ArcGIS Server License Network Extension	\$2,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server Network Extension	\$1,250
	<b>ArcGIS Server (Staging Server)</b>	
	ArcGIS Server Staging Server License (up to 2 CPUs)	\$15,000
Additional CPU on licensed ArcGIS Server Staging Server	\$7,500	
ArcGIS Server Staging Server License Spatial Extension (up to 2 CPUs)	\$5,000	
Additional CPU on Licensed ArcGIS Server Staging Server Spatial Extension	\$2,500	

Section	Description	Price
5	ArcGIS Server Staging Server License 3D Extension (up to 2 CPUs)	\$5,000
	Additional CPU on Licensed ArcGIS Server Staging Server 3D Extension	\$2,500
	ArcGIS Server Staging Server License Network Extension (up to 2 CPUs)	\$5,000
	Additional CPU on Licensed ArcGIS Server Staging Server Network Extension	\$2,500
	Maintenance for ArcGIS Server Staging Server License	\$3,750
	Maintenance for Additional CPU on Licensed ArcGIS Server Staging Server	\$1,875
	Maintenance for ArcGIS Server Staging Server License Spatial Extension	\$1,250
	Maintenance for Additional CPU on Licensed ArcGIS Server Staging Server Spatial Extension	\$625
	Maintenance for ArcGIS Server Staging Server License 3D Extension	\$1,250
	Maintenance for Additional CPU on Licensed ArcGIS Server Staging Server 3D Extension	\$625
	Maintenance for ArcGIS Server Staging Server License Network Extension	\$1,250
	Maintenance for Additional CPU on Licensed ArcGIS Server Staging Server Network Extension	\$625
6	<b>ArcSDE</b>	
	ArcSDE Installation Pack	\$400
	ArcSDE Server and two Processors (incl. License for 1 Server and 2 Processors, 5 Read and Write Connection Licenses)	\$10,000
	ArcSDE License for One Additional Processor	\$5,000
	ArcSDE Read and Write Server Connection License	\$1,000
	ArcSDE Read-Only Server Connection License	\$500
	Maintenance for ArcSDE or SDE Server License with Two CPUs	\$3,000
	Maintenance for ArcSDE or SDE Additional Processor License	\$1,000
	Maintenance for ArcSDE/SDE Read and Write Server Connection License	\$150
	Maintenance for ArcSDE/SDE Read-Only Server Connection License	\$150
	Maintenance for ArcSDE Single Use License Per Notebook Computer	\$200
	<b>ArcSDE (Staging Server)</b>	
	ArcSDE Server and two CPUs for Staging Server (includes License for One Server and up to 2 CPUs and five Read and Write Connection Licenses)	\$5,000
	ArcSDE Additional CPU License for Staging Server (does not include additional key code or server connection licenses)	\$2,500
	ArcSDE Read and Write Server Connection License for Staging Server	\$500
	ArcSDE Read-Only Server Connection License for Staging Server	\$250
	Maintenance for ArcSDE Server and two CPUs for Staging Server	\$1,500
	Maintenance for ArcSDE Additional CPU License for Staging Server	\$500
	Maintenance for ArcSDE Read and Write Server Connection License for Staging Server	\$75
	Maintenance for ArcSDE Read-Only Server Connection License for Staging Server	\$75
7	<b>ArcIMS</b>	
	ArcIMS Server/CPU License Internet Deployment License for One Server and Two CPUs and ArcIMS Software	\$10,000
	ArcIMS Additional CPU License	\$5,000
	ArcIMS Server/CPU Annual Maintenance	\$2,000
	ArcIMS Additional CPU Annual Maintenance	\$1,000
	ArcIMS Small Local Government Server/CPU License for One Server and Up to 2 CPUs	\$5,000
	Maintenance for ArcIMS Small Local Government Server/CPU License	\$1,500
	Upgrade of Small Local Government License to ArcIMS Regular Edition License	\$5,000

Section	Description	Price
7	<b>ArcIMS (Staging Server)</b>	
	ArcIMS Server/CPU Staging Server License-Internet Deployment License for One Server and Two CPUs and ArcIMS Software	\$5,000
	ArcIMS Additional CPU Staging Server License-ArcIMS Internet Deployment License for Additional CPU on a Server Licensed for ArcIMS	\$2,500
	ArcIMS Single Use Staging Server	\$1,000
	Annual Maintenance for ArcIMS Server/CPU Staging Server	\$1,000
	Annual Maintenance for ArcIMS Additional CPU Staging Server	\$500
	Annual Maintenance for ArcIMS Single Use Staging Server	\$200
	<b>ArcIMS Route Server</b>	
	ArcIMS Route Server License for One Server and 2 CPUs	\$3,000
	Annual Maintenance for ArcIMS Route Server License for One Server and 2 CPUs	\$600
	ArcIMS Route Server Additional CPU License	\$1,500
	Annual Maintenance for ArcIMS Route Server Additional CPU License	\$300
	<b>ArcIMS Route Server (Staging Server)</b>	
	ArcIMS Route Server Staging Server for One Server and 2 CPUs	\$1,500
	Annual Maintenance for ArcIMS Route Server Staging Server for One Server and 2 CPUs	\$300
	ArcIMS Route Server Additional CPU Staging Server	\$750
	Annual Maintenance for ArcIMS Route Server Additional CPU Staging Server	\$150
	<b>ArcIMS Route Server Data Options</b>	
	Data Pack - Tele Atlas North America (USA & Canada) Data License for up to 5,000,000 Transactions, Internet Use	\$10,000
	Data Pack - Tele Atlas North America (USA & Canada) Data License for up to 20,000,000 Transactions, Internet Use	\$25,000
	Data Pack - Tele Atlas North America (USA & Canada) Data License for up to 60,000,000 Transactions, Internet Use	\$75,000
	Data Pack - NAVTEQ North America (USA & Canada) Data License for One Server and 2 CPUs	\$18,000
	Update Fee for Data Pack - NAVTEQ North America (USA & Canada) Data License for One Server and 2 CPUs	\$3,600
	Data Pack - NAVTEQ North America (USA & Canada) Data Additional CPU License	\$3,000
	Update Fee for Data Pack - NAVTEQ North America (USA & Canada) Data Additional CPU License	\$600
	<b>ArcIMS Data Delivery Extension</b>	
	ArcIMS Data Delivery Extension License for One Server and 2 CPUs	\$5,000
	Annual Maintenance for ArcIMS Data Delivery Extension License for One Server and 2 CPUs	\$1,000
	Additional CPU License for ArcIMS Data Delivery Extension	\$2,500
	Annual Maintenance for Additional CPU License for ArcIMS Data Delivery Extension	\$600
8	<b>Business Applications Software</b>	
	<b>ArcView Business Analyst</b>	
	ArcView Business Analyst Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$15,996
	ArcView Business Analyst Software and Data License and One-Year Maintenance (per license) AGS	\$15,996
	Annual Maintenance (per license) ArcView Business Analyst ESRI BIS	\$15,996
	Annual Maintenance (per license) ArcView Business Analyst AGS	\$15,996
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$14,796

<b>Section</b>	<b>Description</b>	<b>Price</b>
<b>8</b>	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) AGS	\$14,796
	Annual Maintenance ArcView Business Analyst Extension (per license) ESRI BIS	\$14,796
	Annual Maintenance ArcView Business Analyst Extension (per license) AGS	\$14,796
	Optional AGS Data Pack (only for ArcView Business Analyst Customers Who has Already Purchased ArcView Business Analyst with the ESRI BIS Data Set)	\$2,500
	Optional ESRI BIS Data Pack (only for ArcView Business Analyst Customers Who has Already Purchased ArcView Business Analyst with the AGS Data Set)	\$2,500
	Annual Maintenance for Optional ESRI BIS Data Pack (per license)	\$2,500
	Annual Maintenance for Optional AGS Data Pack (per license)	\$2,500
	<b>ArcGIS Business Analyst (Single or Concurrent Use)</b>	
	ArcGIS Business Analyst--Professional Edition Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$15,996
	ArcGIS Business Analyst--Professional Edition Software and Data License and One-Year Maintenance (per license) AGS	\$15,996
	Annual Maintenance for ArcGIS Business Analyst--Professional Edition (per license) ESRI BIS	\$15,996
	Annual Maintenance for ArcGIS Business Analyst--Professional Edition (per license) AGS	\$15,996
	ArcGIS Business Analyst Extension-Professional Edition Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$14,796
	ArcGIS Business Analyst Extension-Professional Edition Software and Data License and One-Year Maintenance (per license) AGS	\$14,796
	Annual Maintenance for ArcGIS Business Analyst Extension-Professional Edition Software and Data License ESRI BIS	\$14,796
	Annual Maintenance for ArcGIS Business Analyst Extension-Professional Edition Software and Data License AGS	\$14,796
	ArcGIS Business Analyst Extension-Developer Edition (no data)	\$2,500
	Annual Maintenance (per license) for ArcGIS Business Analyst Extension-Developer Edition (no data)	\$2,500
	ArcGIS Business Analyst Optional AGS Data Pack (only for the ArcGIS Business Analyst customer that has already purchased ArcGIS Business Analyst with the ESRI BIS data set)	\$2,500
	Annual Maintenance for ArcGIS Business Analyst Optional AGS Data Pack	\$2,500
	Upgrade ArcView Business Analyst Single Use to ArcGIS Business Analyst Concurrent Use (Offered Only If On Maintenance)	\$1,600
<b>9</b>	<b>Tracking Server</b>	
	Tracking Server License (up to 2 CPUs)	\$10,000
	Additional Tracking Server CPU License	\$5,000
	Update Subscription for Tracking Server License	\$2,000
	Update Subscription for Additional Tracking Server CPU License	\$1,000
	<b>Tracking Server (Staging Servers)</b>	
	Tracking Server License (up to 2 CPUs) for Staging Server	\$5,000
	Additional Tracking Server CPU License for Staging Server	\$2,500
	Update Subscription for Tracking Server License (up to 2 CPUs) for Staging Server	\$1,000
	Update Subscription for Additional Tracking Server CPU License for Staging Server	\$500
<b>10</b>	<b>ArcLogistics Route</b>	
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data)	\$9,600
	ArcLogistics Route Annual Maintenance (U.S. data)	\$2,000
	ArcLogistics Route Additional Service Area (U.S. data)	\$2,000
	ArcLogistics Route Additional Service Area (U.S. data) Annual Maintenance	\$1,000

<b>Section</b>	<b>Description</b>	<b>Price</b>
<b>10</b>	ArcLogistics Route No Data License	\$8,000
	ArcLogistics Route No Data License Annual Maintenance	\$1,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak	\$24,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak Annual Maintenance	\$6,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak	\$80,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak Annual Maintenance	\$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak	\$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak Annual Maintenance	\$5,000
	ArcLogistics Route No Data License for Citrix 25-Pak	\$60,000
	ArcLogistics Route No Data License for Citrix 25-Pak Annual Maintenance	\$15,000
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data) for Local Government	\$6,000
	ArcLogistics Route Annual Maintenance (U.S. data) for Local Government	\$1,600
	ArcLogistics Route No Data License for Local Government	\$5,000
	ArcLogistics Route No Data License for Local Government Annual Maintenance	\$1,000
	ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government	\$18,000
	ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government Annual Maintenance	\$3,600
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government	\$24,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government Maintenance	\$6,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak for Local Government	\$80,000
	ArcLogistics Route for Citrix Licenses (U.S. data) 25-Pak for Local Government Annual Maintenance	\$20,000
	ArcLogistics Route No Data License for Citrix 3-Pak for Local Government	\$15,000
	ArcLogistics Route No Data License for Citrix 3-Pak for Local Government Annual Maintenance	\$3,000
	ArcLogistics Route No Data License for Citrix 5-Pak for Local Government	\$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak for Local Government Annual Maintenance	\$5,000
	ArcLogistics Route No Data License for Citrix 25-Pak for Local Government	\$60,000
	ArcLogistics Route No Data License for Citrix 25-Pak for Local Government Annual Maintenance	\$15,000
	<b>BusinessMAP 3.5</b>	
	BusinessMAP 3.5	\$349
	<b>RouteMAP IMS</b>	
	RouteMAP IMS Server/CPU License	\$3,000
	RouteMAP IMS Additional CPU License	\$500
	RouteMAP IMS Maintenance Server/CPU License	\$1,000
	RouteMAP IMS Maintenance for Additional CPU License	\$500
	RouteMAP IMS Data Pack North America Server/CPU License--Includes Data for United States, Canada, and Puerto Rico	\$9,500
	RouteMAP IMS Data Pack North America Additional CPU License--Data for United States, Canada, and Puerto Rico	\$500
	RouteMAP IMS Data Pack North America Maintenance for Server/CPU License	\$3,000
	RouteMAP IMS Data Pack North America Maintenance for Additional CPU License	\$500

<b>Section</b>	<b>Description</b>	<b>Price</b>
<b>11</b>	<b>Other Software</b>	
	<b>NetEngine</b>	
	NetEngine Standard Developer Kit (incl. 1 Developer License and 10 Deployment Licenses)	\$10,000
	NetEngine Internet Developer Kit (incl. 2 Developer Licenses and One Deployment License for One Server with Up to Two CPUs)	\$6,000
	Additional NetEngine Server/CPU Deployment License (Up to 2 CPUs)	\$4,800
	Additional NetEngine CPU Deployment License	\$4,000
	Additional NetEngine Developer License	\$2,000
	NetEngine Standard Deployment License (each)	\$800
	Annual Maintenance for NetEngine Standard Developer Kit	\$2,000
	Annual Maintenance for NetEngine Internet Developer Kit	\$2,000
	Annual Maintenance for NetEngine Additional Server/CPU Deployment License	\$1,200
	Annual Maintenance for Additional NetEngine CPU Deployment License	\$1,000
	Annual Maintenance for Additional NetEngine Developer License (each)	\$500
	NetEngine Annual Renewal for Network Server Deployment License (Old Program)	\$1,000
	<b>Maplex</b>	
	Maplex First Single Use License	\$15,000
	Maplex Second Single Use License	\$14,000
	Maplex Third Single Use License	\$11,500
	Maplex Single Use License Annual Primary Maintenance	\$3,750
	Maplex Single Use License Annual Secondary Maintenance	\$1,500
	<b>PLTS for ArcGIS (Single or Concurrent Use)</b>	
	PLTS for ArcGIS Mapping Agency Solution	\$10,000
	Annual Maintenance for PLTS for ArcGIS Mapping Agency Solution	\$2,500
	PLTS for ArcGIS Nautical Solution	\$10,000
	Annual Maintenance for PLTS for ArcGIS Nautical Solution	\$2,500
	PLTS for ArcGIS Defense Solution	\$10,000
	Annual Maintenance for PLTS for ArcGIS Defense Solution	\$2,500
	PLTS for ArcGIS Aeronautical Solution	\$10,000
	Annual Maintenance for PLTS for ArcGIS Aeronautical Solution	\$2,500
	PLTS Foundation	\$5,000
	Annual Maintenance for PLTS Foundation	\$1,250
	<b>GIS Data ReViewer (Single or Concurrent Use)</b>	
	GIS Data ReViewer	\$2,500
	Annual Maintenance for GIS Data ReViewer	\$625
	Map Production System Atlas	\$2,500
	Annual Maintenance for Map Production System Atlas	\$625
	<b>Job Tracking for ArcGIS (JTX)</b>	
	Job Tracking for ArcGIS (JTX) Concurrent Use License	\$2,500
	Primary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$500
	Secondary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$200
	<b>ArcPad</b>	
	ArcPad Single Use License	\$396
	ArcPad Single Use License Technical Support	\$295
	ArcPad Pay-As-You-Go Support (per incident)	\$50
	ArcPad Application Builder Single Use License	\$1,200
	ArcPad Application Builder Primary Maintenance	\$500

<b>Section</b>	<b>Description</b>	<b>Price</b>
11	ArcPad Application Builder Secondary Maintenance	\$300
	ArcPad 5.x to ArcPad 6 Upgrade	\$150
	ArcPad StreetMap with GDT Dynamap Transportation Data	\$119
	Ongoing Technical Support for ArcPad StreetMap with GDT Dynamap Transportation Data	\$99
12	<b>Reserved</b>	
13	<b>ESRI BIS CommunityInfo</b>	
	<b>National Datasets</b>	
	CommunityInfo Economic Development License National Dataset	\$4,400
	CommunityInfo Homeland Security License National Dataset	\$4,400
	CommunityInfo Healthcare License National Dataset	\$8,000
	CommunityInfo Financial Services License National Dataset	\$8,000
	CommunityInfo Insurance License National Dataset	\$8,000
	CommunityInfo Retail License National Dataset	\$8,000
	CommunityInfo Restaurant License National Dataset	\$8,000
	CommunityInfo Census License National Dataset	\$1,000
	<b>Single State Datasets</b>	
	CommunityInfo Economic Development License Single State Dataset	\$2,900
	CommunityInfo Homeland Security License Single State Dataset	\$2,900
	CommunityInfo Healthcare License Single State Dataset	\$5,300
	CommunityInfo Financial Services License Single State Dataset	\$5,300
	CommunityInfo Insurance License Single State Dataset	\$5,300
	CommunityInfo Retail License Single State Dataset	\$5,300
	CommunityInfo Restaurant License Single State Dataset	\$5,300
	CommunityInfo Census License Single State Dataset	\$600
	<b>Single CBSA Datasets</b>	
	CommunityInfo Economic Development License Single CBSA Dataset	\$1,400
	CommunityInfo Homeland Security License Single CBSA Dataset	\$1,400
	CommunityInfo Healthcare License Single CBSA Dataset	\$2,800
	CommunityInfo Financial Services License Single CBSA Dataset	\$2,800
	CommunityInfo Insurance License Single CBSA Dataset	\$2,800
	CommunityInfo Retail License Single CBSA Dataset	\$2,800
	CommunityInfo Restaurant License Single CBSA Dataset	\$2,800
	CommunityInfo Census License Single CBSA Dataset	\$360
	<b>Single County Datasets</b>	
	CommunityInfo Economic Development License Single County Dataset	\$1,100
	CommunityInfo Homeland Security License Single County Dataset	\$1,100
	CommunityInfo Healthcare License Single County Dataset	\$2,000
	CommunityInfo Financial Services License Single County Dataset	\$2,000
CommunityInfo Insurance License Single County Dataset	\$2,000	
CommunityInfo Retail License Single County Dataset	\$2,000	
CommunityInfo Restaurant License Single County Dataset	\$2,000	
CommunityInfo Census License Single County Dataset	\$125	
14	<b>ESRI Developer Network (EDN)</b>	
	Annual Subscription for ESRI Developer Network (EDN)	\$1,500
	DSG Support (10 calls) for ESRI Developer Network (EDN)	\$2,000
	Instructor-Led Training (5 days) for ESRI Developer Network (EDN)	\$2,000

Section	Description	Price
15	<b>Software Media Kits and Hardware Keys</b>	
	Additional Install Kit for ArcGIS (Parallel)	\$400
	Additional Install Kit for ArcGIS (USB)	\$400
	ArcInfo NT Hardware Key Slimline	\$50
	NT USB Hardware Key	\$50
16	<b>Developer Support Program</b>	
	ArcIMS Developers Priority Support	\$1,495
	ArcIMS Developers Pay-As-You-Go Support (per incident)	\$300
	MapObjects LT Developers Priority Support	\$395
	MapObjects LT Pay-As-You-Go Support (per incident)	\$60
	ArcInfo Workstation Developers Priority Support	\$2,000
	ArcInfo Workstation Developers Pay-As-You-Go Support (per incident)	\$300
	ArcGIS Desktop Developers Priority Support	\$2,000
	ArcGIS Desktop Developers Pay-As-You-Go Support	\$300
	Cross Product Plan Developers Priority Support	\$2,000
	Annual Premium Support Services	\$75,000
	Premium Support Services at an Hourly Rate--Minimum 36 Hours	\$7,500
	<b>Implementation Services</b>	
	Implementation Services Technical Support for Tracking Server	\$20,000
	ArcIMS Implementation--Service for the ArcIMS Standard Edition Server/CPU License	\$3,500
	<b>Training</b>	
	ESRI Site Training per Student, per Day at ESRI Learning Centers (USA)	\$425
	Client Site Training per Class, per Day (12 Students) at Client Locations (USA)	\$3,325
	17	<b>Virtual Campus</b>
<b>Individual Courses</b>		
ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat		\$25
ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat		\$50
ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat		\$75
ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat		\$100
ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat		\$125
ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat		\$150
ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat		\$175
ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat		\$200
ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat		\$225
<b>ESRI Virtual Campus Subscription Pricing</b>		
<b>Education Subscriptions (for all Virtual Campus courses)</b>		
Annual Premium Subscription (\$2,500 Virtual Campus Dollar Value)		\$2,250
Annual Premium Subscription (\$5,000 Virtual Campus Dollar Value)		\$4,250
Annual Premium Subscription (\$10,000 Virtual Campus Dollar Value)		\$7,000
Annual Premium Subscription (\$50,000 Virtual Campus Dollar Value)		\$30,000
Annual Premium Subscription (\$100,000 Virtual Campus Dollar Value)		\$50,000
Annual Standard Subscription (\$2,500 Virtual Campus Dollar Value)		\$2,125
Annual Standard Subscription (\$5,000 Virtual Campus Dollar Value)		\$4,000
Annual Standard Subscription (\$10,000 Virtual Campus Dollar Value)		\$6,000
Annual Standard Subscription (\$50,000 Virtual Campus Dollar Value)		\$25,000
Annual Standard Subscription (\$100,000 Virtual Campus Dollar Value)		\$40,000
<b>ESRI Virtual Campus Web Workshop</b>		
ESRI Virtual Campus Web Workshop (per seat)		\$30



# Price Agreement Amendment

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

**V  
E  
N  
D  
O  
R**  
ENVIRONMENTAL SYS RESEARCH INST INC  
380 NEW YORK ST  
REDLANDS CA 92373

**SOFTWARE, GEO INF SYSTEM**  
Amendment Date: 05/23/2005  
Original Award Date: 06/08/1992  
Buyer: ROCHE, LINDA P  
Phone #: (401) 222 - 2142 ext. 118  
FOB: F.O.B., Destination  
  
Terms: Net 30

Change Order Number  
**11**  
Award Number  
**68M00210512**  
Effective Period:  
07/01/1992 - 05/15/2006

**S  
H  
I  
P  
T  
O**  
ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

**I  
N  
V  
O  
I  
C  
E**  
ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #11

Department			Bid Number	C/O Req #	
ADMINISTRATION		MPA-183	2894		
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #11 CHANGE TO PO #68M00210512 DATED 6/8/92 CHANGE EFFECTIVE PERIOD: FROM: 7/1/92 - 5/15/05 TO: 7/1/92 - 5/15/06				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE	
ACCOUNTING	DATE RELEASED