



# 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: 24-JAN-11  
 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	<b>I N V O I C E</b>	Change Order Number 11 Award Number <b>68M00210512</b> Effective Period <b>01-JUL-92 - 01-OCT-12</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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MPA-183 SOFTWARE, GEO INF SYSTEM

Description			Bid Number	Change Order Req#	
MPA-183 SOFTWARE, GEO INF SYSTEM					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #68M00210512  REVISED PRICE LIST EFFECTIVE 1/13/11 WITH ESTABLISHED DISCOUNTS.  SEE REVISED PRICING ATTACHED.			

<b>STATE PURCHASING AGENT</b>   Lorraine A. Hynes
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**ESRI MPA PRICE LIST  
(E407 01/13/2011)**

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**MPA Price List  
E407—1Q11**

<b>Section</b>	<b>Description</b>	<b>Price</b>
<b>1</b>	<b>ArcGIS Concurrent Use Licenses</b>	
	ArcInfo Concurrent Use License	\$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 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
	ArcGIS Workflow Manager Concurrent Use License	\$2,500.00
	ArcGIS Data Reviewer Concurrent Use License	\$2,500.00
<b>1</b>	<b>ArcGIS Concurrent Use Maintenance</b>	
	Primary Maintenance for ArcView Concurrent Use License	\$700.00
	Secondary Maintenance for ArcView Concurrent Use License	\$500.00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer Concurrent Use License	\$500.00

Section	Description	Price
	Secondary Maintenance for ArcGIS Data Reviewer 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
1	<b>ArcGIS Single Use Licenses</b>	
	ArcInfo Single Use License	\$9,900.00
	ArcEditor Single Use License	\$7,000.00
	ArcGIS ArcView Single Use Unkeyed License	\$1,500.00
	ArcGIS ArcView Single Use Keyed License	\$1,500.00
	ArcGIS Spatial Analyst Single Use License	\$2,500.00
1	<b>ArcGIS Extensions Single Use Licenses</b>	
	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 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
	ArcGIS Workflow Manager Single Use License	\$2,500.00
	ArcGIS Data Reviewer Single Use License	\$2,500.00
1	<b>ArcGIS Single Use Maintenance</b>	
	Primary Maintenance for ArcInfo Single Use License (core only)	\$3,000.00
	Secondary Maintenance for ArcInfo Single Use License (core only)	\$1,200.00
	Primary Maintenance for ArcInfo ArcGIS Spatial Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Spatial Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Geostatistical Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Geostatistical Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Network Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Network Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS 3D Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS 3D Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Tracking Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Tracking Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Publisher Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Publisher Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Schematics Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Schematics Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Data Interoperability Extension Single Use License	\$500.00

Section	Description	Price
	Secondary Maintenance for ArcInfo ArcGIS Data Interoperability Extension Single Use License	\$200 00
	Primary Maintenance for ArcInfo ArcGIS Data Reviewer Extension Single Use License	\$500 00
	Secondary Maintenance for ArcInfo ArcGIS Data Reviewer Extension Single Use License	\$200 00
	Primary Maintenance for ArcInfo ArcGIS Workflow Manager Extension Single Use License	\$500 00
	Secondary Maintenance for ArcInfo ArcGIS Workflow Manager Extension Single Use License	\$200 00
	Primary Maintenance for ArcGIS ArcView Single Use License (core only)	\$400 00
	Secondary Maintenance for ArcGIS ArcView Single Use License (core only)	\$300 00
	Primary Maintenance for ArcGIS ArcView Single Use License (core plus extensions)	\$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>1</b>	<b>Maintenance Activation Program</b>	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows (core only)	\$600 00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows (core only)	\$400 00
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows (core plus extensions)	\$1,500 00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows (core plus extensions)	\$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, 3D Extension	\$750 00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$300 00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$750 00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$300 00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$750 00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$300 00

Section	Description	Price
	Primary Maintenance Activation Fee for ArcView 3 2 License for UNIX, Spatial Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3 2 License for UNIX, Spatial Analyst	\$300.00
<b>1</b>	<b>ArcGIS Upgrades</b>	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be current on maintenance to qualify )	\$2,000.00
<b>1</b>	<b>Upgrade from One ArcGIS Product to Another</b>	
	Upgrade from ArcView Single Use to ArcEditor Single Use	\$5,500.00
	Upgrade from ArcView Single Use to ArcEditor Concurrent Use USB	\$5,500.00
	Upgrade from ArcView Single Use to ArcInfo	\$8,400.00
	Upgrade from ArcView Concurrent Use to ArcEditor	\$3,500.00
	Upgrade from ArcView Concurrent Use to ArcInfo	\$6,400.00
	Upgrade from ArcEditor to ArcInfo	\$2,900.00
<b>1</b>	<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
<b>1</b>	<b>ArcPress for ArcView</b>	
	ArcPress for ArcView UNIX License	\$295.00
	ArcPress for ArcView Windows/Windows NT License	\$295.00
<b>2</b>	<b>ArcView 3.x and Extensions</b>	
<b>2</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

Section	Description	Price
	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
2	<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

Section	Description	Price
	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
2	<b>ArcView StreetMap</b>	
	ArcView StreetMap 1 x for Windows/Windows NT License (U.S. data)	\$495.00
4	<b>ArcGIS Engine Runtime Licenses</b>	
	ArcGIS Engine Runtime Single Use License	\$500.00
	ArcGIS Engine Runtime Concurrent Use License	\$1,250.00
4	<b>ArcGIS Engine Runtime Extensions</b>	
	ArcGIS Engine Runtime 3D Extension License	\$1,000.00
	ArcGIS Engine Runtime Spatial Extension License	\$1,000.00
	ArcGIS Engine Runtime 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
4	<b>ArcGIS Engine Runtime Maintenance</b>	
	Maintenance for ArcGIS Engine Runtime Single Use License (without extensions)	\$100.00
	Maintenance for ArcGIS Engine Runtime Single Use License (with extensions)	\$400.00
	Primary Maintenance for ArcGIS Engine Runtime Concurrent Use License	\$250.00
	Secondary Maintenance for ArcGIS Engine Runtime Concurrent Use License	\$185.00
	Primary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	\$150.00

Section	Description	Price
	Secondary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	\$150.00
5	<b>ArcGIS Server</b>	
5	<b>ArcGIS Server—Advanced Enterprise</b>	
	ArcGIS Server Advanced Enterprise (up to four cores)	\$40,000.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise (up to four cores)	\$10,000.00
	ArcGIS Server Advanced Enterprise (additional cores)	\$10,000.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise (additional cores)	\$2,500.00
5	<b>Standard Enterprise</b>	
	ArcGIS Server Standard Enterprise (up to four cores)	\$20,000.00
	Annual Maintenance for ArcGIS Server Standard Enterprise (up to four cores)	\$5,000.00
	ArcGIS Server Standard Enterprise (additional cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Standard Enterprise (additional cores)	\$1,250.00
5	<b>Basic Enterprise</b>	
	ArcGIS Server Basic Enterprise (up to four cores)	\$10,000.00
	Annual Maintenance for ArcGIS Server Basic Enterprise (up to four cores)	\$3,000.00
	ArcGIS Server Basic Enterprise (additional cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Basic Enterprise (additional cores)	\$750.00
5	<b>Workgroup</b>	
	ArcGIS Server Advanced Workgroup (up to two cores)	\$10,000.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup (up to two cores)	\$2,500.00
	ArcGIS Server Advanced Workgroup (additional cores—maximum four cores per server)	\$5,000.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup (additional cores—maximum four cores per server)	\$1,250.00
	ArcGIS Server Standard Workgroup (up to two cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Standard Workgroup (up to two cores)	\$1,250.00
	ArcGIS Server Standard Workgroup (additional core—maximum four cores per server)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Workgroup (additional cores—maximum four cores per server)	\$625.00
	ArcGIS Server Basic Workgroup (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Basic Workgroup (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$1,250.00
5	<b>ArcGIS Server Enterprise Extensions</b>	
	ArcGIS Server Advanced Enterprise Data Interoperability Extension for Windows License (up to four cores)	\$10,000.00
	ArcGIS Server Advanced Enterprise Image Extension for Windows License (up to four cores)	\$10,000.00
	ArcGIS Server Advanced Enterprise Workflow Manager Extension for Windows License (up to four cores)	\$10,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension for Windows License (up to four cores)	\$10,000.00

<b>Section</b>	<b>Description</b>	<b>Price</b>
	Annual Maintenance for ArcGIS Server Advanced Enterprise Data Interoperability Extension for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise Image Extension for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise Workflow Manager Extension for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise Schematics Extension for Windows (up to four cores)	\$2,500.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$10,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$10,000.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$10,000.00
	ArcGIS Server Standard Enterprise Image Extension (up to four cores)	\$10,000.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Image Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores)	\$2,500.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$2,500.00
	ArcGIS Server Advanced Enterprise Image Extension (additional cores)	\$2,500.00
	ArcGIS Server Advanced Enterprise Workflow Manager Extension (additional cores)	\$2,500.00
	ArcGIS Server Advanced Enterprise Schematics Extension (additional cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise Image Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise Workflow Manager Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise Schematics Extension (additional cores)	\$625.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (additional cores)	\$2,500.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension (additional cores)	\$2,500.00
	ArcGIS Server Standard Enterprise Network Extension (additional cores)	\$2,500.00
	ArcGIS Server Standard Enterprise Image Extension (additional cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Workflow Manager Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Image Extension (additional cores)	\$625.00

Section	Description	Price
<b>5</b>	<b>ArcGIS Server Workgroup Extensions</b>	
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
<b>5</b>	<b>ArcGIS Server Upgrades</b>	
<b>5</b>	<b>ArcGIS Server Upgrade Enterprise to Enterprise</b>	
	ArcGIS Server Basic Enterprise Upgrade to Standard Enterprise (up to four cores)	\$10,000.00
	ArcGIS Server Basic Enterprise Upgrade to Advanced Enterprise (up to four cores)	\$30,000.00
	ArcGIS Server Standard Enterprise Upgrade to Advanced Enterprise (up to four cores)	\$20,000.00
	ArcGIS Server Basic Enterprise Additional Cores Upgrade to Standard Enterprise License	\$2,500.00
	ArcGIS Server Basic Enterprise Additional Cores Upgrade to Advanced Enterprise License	\$7,500.00
	ArcGIS Server Standard Enterprise Additional Cores Upgrade to Advanced Enterprise License	\$5,000.00

Section	Description	Price
5	<b>ArcGIS Server Upgrades Workgroup to Workgroup</b>	
	ArcGIS Server Basic Workgroup Upgrade to Standard Workgroup (up to four cores)	\$5,000.00
	ArcGIS Server Basic Workgroup Upgrade to Advanced Workgroup (up to four cores)	\$15,000.00
	ArcGIS Server Standard Workgroup Upgrade to Advanced Workgroup (up to four cores)	\$10,000.00
5	<b>ArcGIS Server Upgrades—Workgroup to Enterprise</b>	
	ArcGIS Server Basic Workgroup Upgrade to Basic Enterprise (up to four cores)	\$5,000.00
	ArcGIS Server Basic Workgroup Upgrade to Standard Enterprise (up to four cores)	\$15,000.00
	ArcGIS Server Basic Workgroup Upgrade to Advanced Enterprise (up to four cores)	\$35,000.00
	ArcGIS Server Standard Workgroup Upgrade to Standard Enterprise (up to four cores)	\$10,000.00
	ArcGIS Server Standard Workgroup Upgrade to Advanced Enterprise (up to four cores)	\$30,000.00
	ArcGIS Server Advanced Workgroup Upgrade to Advanced Enterprise (up to four cores)	\$20,000.00
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	\$15,000.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	\$35,000.00
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	\$10,000.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	\$30,000.00
5	<b>ArcGIS Server—Enterprise (Staging Server)</b>	
5	<b>Advanced Enterprise (Staging Server)</b>	
	ArcGIS Server Staging Server Advanced Enterprise (up to four cores)	\$20,000.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Advanced Enterprise (additional cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise (additional cores)	\$1,250.00
5	<b>Standard Enterprise (Staging Server)</b>	
	ArcGIS Server Staging Server Standard Enterprise (up to four cores)	\$10,000.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise (up to four cores)	\$2,500.00
	ArcGIS Server Staging Server Standard Enterprise (additional cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise (additional cores)	\$625.00
5	<b>Basic Enterprise (Staging Server)</b>	
	ArcGIS Server Staging Server Basic Enterprise (up to four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Staging Server Basic Enterprise (up to four cores)	\$1,500.00
	ArcGIS Server Staging Server Basic Enterprise (additional cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Basic Enterprise (additional cores)	\$375.00
5	<b>ArcGIS Server Extensions (Staging Server)</b>	
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$5,000.00

<b>Section</b>	<b>Description</b>	<b>Price</b>
	ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise ArcGIS Workflow Manager Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$313.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	\$1,250.00

Section	Description	Price
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	\$313.00
<b>5</b>	<b>ArcGIS Server Staging Server Upgrades</b>	
	ArcGIS Server Staging Server Basic Enterprise Upgrade to Standard Enterprise (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Basic Enterprise Upgrade to Advanced Enterprise (up to four cores)	\$15,000.00
	ArcGIS Server Staging Server Standard Enterprise Upgrade to Advanced Enterprise (up to four cores)	\$10,000.00
	ArcGIS Server Staging Server Basic Enterprise Upgrade to Standard Enterprise (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Basic Enterprise Upgrade to Advanced Enterprise (additional cores)	\$3,750.00
	ArcGIS Server Staging Server Standard Enterprise Upgrade to Advanced Enterprise (additional cores)	\$2,500.00
<b>5</b>	<b>ArcGIS Server Enterprise Term Licenses</b>	
	ArcGIS Server Advanced Enterprise (up to four cores) 30-Day Term License	\$4,700.00
	ArcGIS Server Advanced Enterprise (up to four cores) 90-Day Term License	\$12,000.00
	ArcGIS Server Advanced Enterprise (up to four cores) 365-Day Term License	\$24,000.00
	ArcGIS Server Standard Enterprise (up to four cores) 30-Day Term License	\$2,300.00
	ArcGIS Server Standard Enterprise (up to four cores) 90-Day Term License	\$6,000.00
	ArcGIS Server Standard Enterprise (up to four cores) 365-Day Term License	\$12,000.00
	ArcGIS Server Basic Enterprise (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Basic Enterprise (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Basic Enterprise (up to four cores) 365-Day Term License	\$6,000.00
<b>5</b>	<b>ArcGIS Server Workgroup Term Licensing</b>	
	ArcGIS Server Advanced Workgroup (up to four cores) 30-Day Term License	\$2,300.00
	ArcGIS Server Advanced Workgroup (up to four cores) 90-Day Term License	\$6,000.00
	ArcGIS Server Advanced Workgroup (up to four cores) 365-Day Term License	\$12,000.00
	ArcGIS Server Standard Workgroup (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Standard Workgroup (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Standard Workgroup (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Server Basic Workgroup (maximum four cores) 30-Day Term License	\$600.00
	ArcGIS Server Basic Workgroup (maximum four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Basic Workgroup (maximum four cores) 365-Day Term License	\$3,000.00
<b>5</b>	<b>ArcGIS Server Enterprise Extensions Term Licenses</b>	
	ArcGIS Server Advanced Enterprise Data Interoperability Extension (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension (up to four cores) 365-Day Term License	\$6,000.00

<b>Section</b>	<b>Description</b>	<b>Price</b>
	ArcGIS Server Advanced Enterprise Schematics Extension (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Advanced Enterprise Schematics Extension (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Server Advanced Enterprise Image Extension (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Advanced Enterprise Image Extension (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Image Extension (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Server Advanced Enterprise Workflow Manager (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Advanced Enterprise Workflow Manager (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Workflow Manager (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Server Standard Enterprise Image Extension (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Standard Enterprise Image Extension (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Image Extension (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Server Standard Enterprise Workflow Manager (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Standard Enterprise Workflow Manager (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Workflow Manager (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores) 365-Day Term License	\$6,000.00
<b>5</b>	<b>ArcGIS Server Workgroup Extensions Term Licenses</b>	
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Server Advanced Workgroup Schematics Extension (up to four cores) 30-Day Term License	\$600.00

<b>Section</b>	<b>Description</b>	<b>Price</b>
	ArcGIS Server Advanced Workgroup Schematics Extension (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Advanced Workgroup Schematics Extension (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Server Advanced Workgroup Image Extension (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Advanced Workgroup Image Extension (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Advanced Workgroup Image Extension (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Server Advanced Workgroup Workflow Manager (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Advanced Workgroup Workflow Manager (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Advanced Workgroup Workflow Manager (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Server Standard Workgroup Image Extension (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Standard Workgroup Image Extension (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Standard Workgroup Image Extension (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Server Standard Workgroup Workflow Manager (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Standard Workgroup Workflow Manager (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Standard Workgroup Workflow Manager (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Server Standard Workgroup Network Extension (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Standard Workgroup Network Extension (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Standard Workgroup Network Extension (up to four cores) 365-Day Term License	\$3,000.00
<b>7</b>	<b>ArcIMS</b>	
	ArcIMS Full Use Deployment (up to two cores)	\$5,000.00
	ArcIMS Full Use Deployment (additional core—maximum four cores per server)	\$2,500.00
	ArcIMS Full Use Deployment (up to two cores) Maintenance	\$1,000.00
	ArcIMS Full Use Deployment (additional core) Maintenance	\$500.00
	ArcIMS Full Use Deployment Staging Server (up to two cores)	\$2,500.00
	ArcIMS Full Use Deployment Staging Server (additional cores—maximum four cores per server)	\$1,250.00
	ArcIMS Full Use Deployment Staging Server (up to two cores) Maintenance	\$500.00
	ArcIMS Full Use Deployment Staging Server (additional cores) Maintenance	\$250.00

Section	Description	Price
8	<b>Business Applications Software</b>	
8	<b>Esri Business Analyst Desktop—Single Use Licenses</b>	
	Esri Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$18,495.00
	Esri Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$13,495.00
	Esri Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$8,495.00
8	<b>Esri Business Analyst Desktop—Concurrent Use Licenses</b>	
	Esri Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$18,495.00
	Esri Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$13,495.00
	Esri Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$8,495.00
8	<b>Esri Business Analyst Desktop Maintenance—Concurrent Use and Single Use</b>	
	Annual Maintenance for Esri Business Analyst (National Dataset) Software License (per license)	\$14,795.00
	Annual Maintenance for Esri Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$10,795.00
	Annual Maintenance for Esri Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$6,795.00
8	<b>Esri Business Analyst Desktop Premium—Concurrent Use Licenses</b>	
	Esri Business Analyst Desktop Premium—National Concurrent Use License	\$40,995.00
	Esri Business Analyst Desktop Premium—Regional Concurrent Use License	\$29,490.00
	Esri Business Analyst Desktop Premium—State Concurrent Use License	\$18,405.00
8	<b>Esri Business Analyst Desktop Premium—Single Use Licenses</b>	
	Esri Business Analyst Desktop Premium—National Single Use License	\$40,995.00
	Esri Business Analyst Desktop Premium—Regional Single Use License	\$29,490.00
	Esri Business Analyst Desktop Premium—State Single Use License	\$18,405.00
8	<b>Annual Maintenance for Esri Business Analyst Desktop Premium—Concurrent Use and Single Use</b>	
	Annual Maintenance for Esri Business Analyst Desktop Premium—National Concurrent Use and Single Use	\$32,795.00
	Annual Maintenance for Esri Business Analyst Desktop Premium—Regional Concurrent Use and Single Use	\$23,590.00
	Annual Maintenance for Esri Business Analyst Desktop Premium—State Concurrent Use and Single Use	\$14,720.00
8	<b>Esri Business Analyst for Canada</b>	
	Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$25,500.00
	Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$25,500.00
	Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$10,200.00
	Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$10,200.00

Section	Description	Price
	Annual Maintenance for Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance (per license)	\$20,400.00
	Annual Maintenance for Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$8,160.00
<b>8</b>	<b>Esri Business Analyst Server</b>	
<b>8</b>	<b>Esri Business Analyst Server Advanced Enterprise</b>	
	Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (up to four cores)	\$150,000.00
	Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (additional core)	\$37,500.00
	Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (up to four cores) Maintenance	\$100,000.00
	Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (additional core) Maintenance	\$25,000.00
<b>8</b>	<b>Esri Business Analyst Server Advanced Workgroup</b>	
	Esri Business Analyst Server Advanced Workgroup (per server—minimum two cores, maximum four cores)	\$75,000.00
	Annual Maintenance for Esri Business Analyst Server Advanced Workgroup (per server—minimum two cores, maximum four cores)	\$50,000.00
<b>8</b>	<b>Esri Business Analyst Server—Staging Server</b>	
	Esri Business Analyst Server Staging Server Advanced Enterprise (includes ArcGIS Server) (up to four cores)	\$37,500.00
	Esri Business Analyst Server Staging Server Advanced Enterprise (includes ArcGIS Server) (additional core)	\$9,375.00
	Annual Maintenance for Esri Business Analyst Server Staging Server Advanced Enterprise (includes ArcGIS Server) (up to four cores)	\$25,000.00
	Annual Maintenance for Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (additional core)	\$6,250.00
<b>8</b>	<b>Esri Business Analyst Online</b>	
	Esri Business Analyst Online—12-Month Premium Subscription	\$2,500.00
	Esri Business Analyst Online—12-Month Basic Subscription	\$995.00
<b>9</b>	<b>Tracking Server</b>	
	Tracking Server for Windows (up to two cores)	\$10,000.00
	Tracking Server for Windows (additional core)	\$5,000.00
	Annual Maintenance for Tracking Server (up to two cores)	\$2,500.00
	Annual Maintenance for Tracking Server (additional core)	\$1,250.00
<b>9</b>	<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
	Annual Maintenance for Tracking Server Staging Server (up to two cores)	\$1,250.00
	Annual Maintenance for Tracking Server Staging Server (additional cores)	\$625.00
<b>10</b>	<b>ArcLogistics</b>	
	ArcLogistics Single Use License	\$8,000.00
	ArcLogistics Concurrent Use License	\$20,000.00
	ArcLogistics Single Use Annual Maintenance	\$1,600.00
	ArcLogistics Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics Tele Atlas Street Data North America—Single Use	\$2,200.00
	ArcLogistics NAVTEQ Street Data North America—Single Use	\$2,200.00
	ArcLogistics Tele Atlas Street Data Europe—Single Use	\$2,200.00

Section	Description	Price
	ArcLogistics NAVTEQ Street Data Europe—Single Use	\$2,200 00
	ArcLogistics Tele Atlas Street Data North America—Single Use Annual Maintenance	\$1,600 00
	ArcLogistics NAVTEQ Street Data North America—Single Use Annual Maintenance	\$1,600 00
	ArcLogistics Tele Atlas Street Data Europe—Single Use Annual Maintenance	\$1,600 00
	ArcLogistics NAVTEQ Street Data Europe—Single Use Annual Maintenance	\$1,600 00
	ArcLogistics Tele Atlas Street Data North America—Concurrent Use	\$5,500 00
	ArcLogistics NAVTEQ Street Data North America—Concurrent Use	\$5,500 00
	ArcLogistics Tele Atlas Street Data Europe—Concurrent Use	\$5,500 00
	ArcLogistics NAVTEQ Street Data Europe—Concurrent Use	\$5,500 00
	ArcLogistics Tele Atlas Street Data North America—Concurrent Use Annual Maintenance	\$4,000 00
	ArcLogistics NAVTEQ Street Data North America—Concurrent Use Annual Maintenance	\$4,000 00
	ArcLogistics Tele Atlas Street Data Europe—Concurrent Use Annual Maintenance	\$4,000 00
	ArcLogistics NAVTEQ Street Data Europe—Concurrent Use Annual Maintenance	\$4,000 00
<b>10</b>	<b>ArcLogistics Navigator</b>	
	ArcLogistics Navigator—Single Use License (5-pack bundle)	\$1,000 00
	ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle)	\$400 00
	ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle)	\$600 00
	ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle)	\$400 00
	ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle)	\$600 00
	Annual Maintenance for ArcLogistics Navigator—Single Use License (5-pack bundle)	\$200 00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle)	\$300 00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle)	\$500 00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle)	\$300 00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle)	\$500 00
<b>10</b>	<b>ArcLogistics using ArcGIS Online</b>	
	ArcLogistics Using ArcGIS Online—Annual Fee (up to 5 vehicles)	\$1,000 00
	ArcLogistics Using ArcGIS Online—Annual Fee (up to 10 vehicles)	\$2,000 00
	ArcLogistics Using ArcGIS Online—Annual Fee (up to 20 vehicles)	\$3,500 00
	ArcLogistics Using ArcGIS Online—Annual Fee (up to 50 vehicles)	\$4,500 00
	ArcLogistics Using ArcGIS Online—Monthly Fee (up to 5 vehicles)	\$100 00
	ArcLogistics Using ArcGIS Online—Monthly Fee (up to 10 vehicles)	\$200 00
	ArcLogistics Using ArcGIS Online—Monthly Fee (up to 20 vehicles)	\$350 00
	ArcLogistics Using ArcGIS Online—Monthly Fee (up to 50 vehicles)	\$450 00
<b>11</b>	<b>Address Coder</b>	
	Address Coder Standard National (per user license)	\$9,000 00
	Address Coder Standard Regional (per user license)	\$6,500 00
	Address Coder Standard State (per user license)	\$3,600 00
	Annual Maintenance for Address Coder Standard National (per user license)	\$7,200 00
	Annual Maintenance for Address Coder Standard Regional (per user license)	\$5,200 00

Section	Description	Price
	Annual Maintenance for Address Coder Standard State (per user license)	\$2,880.00
	Address Coder Premium National (per user license)	\$15,000.00
	Address Coder Premium Regional (per user license)	\$10,500.00
	Address Coder Premium State (per user license)	\$6,000.00
	Annual Maintenance for Address Coder Premium National (per user license)	\$12,000.00
	Annual Maintenance for Address Coder Premium Regional (per user license)	\$8,400.00
	Annual Maintenance for Address Coder Premium State (per user license)	\$4,800.00
	Tapestry Add-on National (per user license)	\$9,600.00
	Tapestry Add-on Regional (per user license)	\$5,760.00
	Tapestry Add-on State (per user license)	\$3,840.00
	Annual Maintenance for Tapestry Add-on National (per user license)	\$7,680.00
	Annual Maintenance for Tapestry Add-on Regional (per user license)	\$4,608.00
	Annual Maintenance for Tapestry Add-on State (per user license)	\$3,072.00
	Tapestry ZIP + 4 Add-on National (per user license)	\$24,000.00
	Tapestry ZIP + 4 Add-on Regional (per user license)	\$14,400.00
	Tapestry ZIP + 4 Add-on State (per user license)	\$9,600.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on National (per user license)	\$19,200.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on Regional (per user license)	\$11,520.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on State (per user license)	\$7,680.00
<b>11</b>	<b>Esri StreetMap Premium Advanced NAVIEQ Data</b>	
	United States—All Usage Types (per single use Desktop user per year)	\$8,800.00
	United States—All Usage Types (per concurrent use Desktop user per year)	\$22,000.00
	United States—All Usage Types (per Workgroup server per year)	\$44,000.00
	United States—All Usage Types (per Enterprise server per year)	\$110,000.00
	United States—All Usage Types (per additional 2 cores Enterprise server per year)	\$44,000.00
	United States—Display (per single use Desktop user per year)	\$1,200.00
	United States—Display (per concurrent use Desktop user per year)	\$3,000.00
	United States—Display (per Workgroup server per year)	\$6,000.00
	United States—Display (per Enterprise server per year)	\$15,000.00
	United States—Display (per additional 2 cores Enterprise server per year)	\$6,000.00
	United States—Geocode (per single use Desktop user per year)	\$3,100.00
	United States—Geocode (per concurrent use Desktop user per year)	\$7,750.00
	United States—Geocode (per Workgroup server per year)	\$15,500.00
	United States—Geocode (per Enterprise server per year)	\$38,750.00
	United States—Geocode (per additional 2 cores Enterprise server per year)	\$15,500.00
	United States—Route (per single use Desktop user per year)	\$4,500.00
	United States—Route (per concurrent use Desktop user per year)	\$11,250.00
	United States—Route (per Workgroup server per year)	\$22,500.00
	United States—Route (per Enterprise server per year)	\$56,250.00
	United States—Route (per additional 2 cores Enterprise server per year)	\$22,500.00
	State—All Usage Types (per single use Desktop user per year)	\$2,900.00
	State—All Usage Types (per concurrent use Desktop user per year)	\$7,250.00
	State—All Usage Types (per Workgroup server per year)	\$14,500.00
	State—All Usage Types (per Enterprise server per year)	\$36,250.00
	State—All Usage Types (per additional 2 cores Enterprise server per year)	\$14,500.00
	State—Display (per single use Desktop user per year)	\$400.00
	State—Display (per concurrent use Desktop user per year)	\$1,000.00

Section	Description	Price
	State—Display (per Workgroup server per year)	\$2,000.00
	State—Display (per Enterprise server per year)	\$5,000.00
	State—Display (per additional 2 cores Enterprise server per year)	\$2,000.00
	State—Geocode (per single use Desktop user per year)	\$1,000.00
	State—Geocode (per concurrent use Desktop user per year)	\$2,500.00
	State—Geocode (per Workgroup server per year)	\$5,000.00
	State—Geocode (per Enterprise server per year)	\$12,500.00
	State—Geocode (per additional core Enterprise server per year)	\$5,000.00
	State—Route (per single use Desktop user per year)	\$1,500.00
	State—Route (per concurrent use Desktop user per year)	\$3,750.00
	State—Route (per Workgroup server per year)	\$7,500.00
	State—Route (per Enterprise server per year)	\$18,750.00
	State—Route (per additional 2 cores Enterprise server per year)	\$7,500.00
<b>11</b>	<b>Esri StreetMap Premium NAVIEQ Data</b>	
	United States—All Usage Types (per single use Desktop user per year)	\$6,000.00
	United States—All Usage Types (per concurrent use Desktop user per year)	\$15,000.00
	United States—All Usage Types (per Workgroup server per year)	\$30,000.00
	United States—All Usage Types (per Enterprise server per year)	\$75,000.00
	United States—All Usage Types (per additional 2 cores Enterprise server per year)	\$30,000.00
	United States—Display (per single use Desktop user per year)	\$1,200.00
	United States—Display (per concurrent use Desktop user per year)	\$3,000.00
	United States—Display (per Workgroup server per year)	\$6,000.00
	United States—Display (per Enterprise server per year)	\$15,000.00
	United States—Display (per additional 2 cores Enterprise server per year)	\$6,000.00
	United States—Geocode (per single use Desktop user per year)	\$1,800.00
	United States—Geocode (per concurrent use Desktop user per year)	\$4,500.00
	United States—Geocode (per Workgroup server per year)	\$9,000.00
	United States—Geocode (per Enterprise server per year)	\$22,500.00
	United States—Geocode (per additional 2 cores Enterprise server per year)	\$9,000.00
	United States—Route (per single use Desktop user per year)	\$3,000.00
	United States—Route (per concurrent use Desktop user per year)	\$7,500.00
	United States—Route (per Workgroup server per year)	\$15,000.00
	United States—Route (per Enterprise server per year)	\$37,500.00
	United States—Route (per additional 2 cores Enterprise server per year)	\$15,000.00
	State—All Usage Types (per single use Desktop user per year)	\$2,000.00
	State—All Usage Types (per concurrent use Desktop user per year)	\$5,000.00
	State—All Usage Types (per Workgroup server per year)	\$10,000.00
	State—All Usage Types (per Enterprise server per year)	\$25,000.00
	State—All Usage Types (per additional 2 cores Enterprise server per year)	\$10,000.00
	State—Display (per single use Desktop user per year)	\$400.00
	State—Display (per concurrent use Desktop user per year)	\$1,000.00
	State—Display (per Workgroup server per year)	\$2,000.00
	State—Display (per Enterprise server per year)	\$5,000.00
	State—Display (per additional 2 cores Enterprise server per year)	\$2,000.00
	State—Geocode (per single use Desktop user per year)	\$600.00
	State—Geocode (per concurrent use Desktop user per year)	\$1,500.00
	State—Geocode (per Workgroup server per year)	\$3,000.00

Section	Description	Price
	State—Geocode (per Enterprise server per year)	\$7,500.00
	State—Geocode (per additional core Enterprise server per year)	\$3,000.00
	State—Route (per single use Desktop user per year)	\$1,000.00
	State—Route (per concurrent use Desktop user per year)	\$2,500.00
	State—Route (per Workgroup server per year)	\$5,000.00
	State—Route (per Enterprise server per year)	\$12,500.00
	State—Route (per additional 2 cores Enterprise server per year)	\$5,000.00
<b>11</b>	<b>Esri StreetMap Premium Tele Atlas Data</b>	
	United States—All Usage Types (per single use Desktop user per year)	\$6,000.00
	United States—All Usage Types (per concurrent use Desktop user per year)	\$15,000.00
	United States—All Usage Types (per Workgroup server per year)	\$30,000.00
	United States—All Usage Types (per Enterprise server per year)	\$75,000.00
	United States—All Usage Types (per additional 2 cores Enterprise server per year)	\$30,000.00
	United States—Display (per single use Desktop user per year)	\$1,200.00
	United States—Display (per concurrent use Desktop user per year)	\$3,000.00
	United States—Display (per Workgroup server per year)	\$6,000.00
	United States—Display (per Enterprise server per year)	\$15,000.00
	United States—Display (per additional 2 cores Enterprise server per year)	\$6,000.00
	United States—Geocode (per single use Desktop user per year)	\$1,800.00
	United States—Geocode (per concurrent use Desktop user per year)	\$4,500.00
	United States—Geocode (per Workgroup server per year)	\$9,000.00
	United States—Geocode (per Enterprise server per year)	\$22,500.00
	United States—Geocode (per additional 2 cores Enterprise server per year)	\$9,000.00
	United States—Route (per single use Desktop user per year)	\$3,000.00
	United States—Route (per concurrent use Desktop user per year)	\$7,500.00
	United States—Route (per Workgroup server per year)	\$15,000.00
	United States—Route (per Enterprise server per year)	\$37,500.00
	United States—Route (per additional 2 cores Enterprise server per year)	\$15,000.00
	Small State—All Usage Types (per single use Desktop user per year)	\$900.00
	Small State—All Usage Types (per concurrent use Desktop user per year)	\$2,250.00
	Small State—All Usage Types (per Workgroup server per year)	\$4,500.00
	Small State—All Usage Types (per Enterprise server per year)	\$11,250.00
	Small State—All Usage Types (per additional 2 cores Enterprise server per year)	\$4,500.00
	Small State—Display (per single use Desktop user per year)	\$500.00
	Small State—Display (per concurrent use Desktop user per year)	\$500.00
	Small State—Display (per Workgroup server per year)	\$900.00
	Small State—Display (per Enterprise server per year)	\$2,250.00
	Small State—Display (per additional 2 cores Enterprise server per year)	\$900.00
	Small State—Geocode (per single use Desktop user per year)	\$500.00
	Small State—Geocode (per concurrent use Desktop user per year)	\$675.00
	Small State—Geocode (per Workgroup server per year)	\$1,350.00
	Small State—Geocode (per Enterprise server per year)	\$3,375.00
	Small State—Geocode (per additional 2 cores Enterprise server per year)	\$1,350.00
	Small State—Route (per single use Desktop user per year)	\$500.00
	Small State—Route (per concurrent use Desktop user per year)	\$1,125.00
	Small State—Route (per Workgroup server per year)	\$2,250.00
	Small State—Route (per Enterprise server per year)	\$5,625.00

<b>Section</b>	<b>Description</b>	<b>Price</b>
	Small State—Route (per additional 2 cores Enterprise server per year)	\$2,250.00
	Medium State—All Usage Types (per single use Desktop user per year)	\$1,200.00
	Medium State—All Usage Types (per concurrent use Desktop user per year)	\$3,000.00
	Medium State—All Usage Types (per Workgroup server per year)	\$6,000.00
	Medium State—All Usage Types (per Enterprise server per year)	\$15,000.00
	Medium State—All Usage Types (per additional 2 cores Enterprise server per year)	\$6,000.00
	Medium State—Display (per single use Desktop user per year)	\$500.00
	Medium State—Display (per concurrent use Desktop user per year)	\$600.00
	Medium State—Display (per Workgroup server per year)	\$1,200.00
	Medium State—Display (per Enterprise server per year)	\$3,000.00
	Medium State—Display (per additional 2 cores Enterprise server per year)	\$1,200.00
	Medium State—Geocode (per single use Desktop user per year)	\$500.00
	Medium State—Geocode (per concurrent use Desktop user per year)	\$900.00
	Medium State—Geocode (per Workgroup server per year)	\$1,800.00
	Medium State—Geocode (per Enterprise server per year)	\$4,500.00
	Medium State—Geocode (per additional 2 cores Enterprise server per year)	\$1,800.00
	Medium State—Route (per single use Desktop user per year)	\$600.00
	Medium State—Route (per concurrent use Desktop per year)	\$1,500.00
	Medium State—Route (per Workgroup server per year)	\$3,000.00
	Medium State—Route (per Enterprise server per year)	\$7,500.00
	Medium State—Route (per additional 2 cores Enterprise server per year)	\$3,000.00
	Large State—All Usage Types (per single use Desktop user per year)	\$1,800.00
	Large State—All Usage Types (per concurrent use Desktop user per year)	\$4,500.00
	Large State—All Usage Types (per Workgroup server per year)	\$9,000.00
	Large State—All Usage Types (per Enterprise server per year)	\$22,500.00
	Large State—All Usage Types (per additional 2 cores Enterprise server per year)	\$9,000.00
	Large State—Display (per single use Desktop user per year)	\$540.00
	Large State—Display (per concurrent use Desktop user per year)	\$900.00
	Large State—Display (per Workgroup server per year)	\$1,800.00
	Large State—Display (per Enterprise server per year)	\$4,500.00
	Large State—Display (per additional 2 cores Enterprise server per year)	\$1,800.00
	Large State—Geocode (per single use Desktop user per year)	\$540.00
	Large State—Geocode (per concurrent use Desktop user per year)	\$1,350.00
	Large State—Geocode (per Workgroup server per year)	\$2,700.00
	Large State—Geocode (per Enterprise server per year)	\$6,750.00
	Large State—Geocode (per additional 2 cores Enterprise server per year)	\$2,700.00
	Large State—Route (per single use Desktop user per year)	\$900.00
	Large State—Route (per concurrent use Desktop user per year)	\$2,250.00
	Large State—Route (Workgroup server per year)	\$4,500.00
	Large State—Route (per Enterprise server per year)	\$11,250.00
	Large State—Route (per additional 2 cores Enterprise server per year)	\$4,500.00
<b>12</b>	<b>Other Software</b>	
<b>12</b>	<b>MapIt</b>	
	MapIt Deployment Server License (per server)	\$4,500.00
	MapIt Deployment Server License (per server)—Annual Maintenance	\$900.00

Section	Description	Price
<b>12</b>	<b>Esri Mapping and Charting</b>	
	Esri Production Mapping Concurrent Use License	\$10,000.00
	Esri Production Mapping Single Use License	\$10,000.00
	Annual Maintenance for Esri Production Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Production Mapping Single Use License	\$2,500.00
	Esri Defense Mapping Concurrent Use License	\$10,000.00
	Esri Defense Mapping Single Use License	\$10,000.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Defense Mapping Single Use License	\$2,500.00
	Esri Aeronautical Solution Concurrent Use License	\$10,000.00
	Esri Aeronautical Solution Single Use License	\$10,000.00
	Annual Maintenance for Esri Aeronautical Solution Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Aeronautical Solution Single Use License	\$2,500.00
	Esri Nautical Solution Concurrent Use License	\$10,000.00
	Esri Nautical Solution Single Use License	\$10,000.00
	Annual Maintenance for Esri Nautical Solution Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Nautical Solution Single Use License	\$2,500.00
<b>13</b>	<b>Mobile GIS</b>	
<b>13</b>	<b>ArcPad 7.1</b>	
	ArcPad Single Use License	\$495.00
	ArcPad 5 x/6 x/7 x Upgrade to 10	\$150.00
<b>13</b>	<b>ArcPad 10</b>	
	ArcPad Single Use License	\$700.00
	ArcPad Single Use License Annual Maintenance	\$250.00
<b>13</b>	<b>ArcGIS Mobile</b>	
	ArcGIS Mobile for ArcGIS Desktop or ArcGIS Engine—5 Deployment Pack License	\$1,500.00
	Annual Maintenance for ArcGIS Mobile for ArcGIS Desktop or ArcGIS Engine—5 Deployment Pack License	\$300.00
	ArcGIS Mobile for ArcGIS Server Standard Enterprise or Advanced Workgroup—50 Deployment Pack License	\$15,000.00
	Annual Maintenance for ArcGIS Mobile for ArcGIS Server Standard Enterprise or Advanced Workgroup—50 Deployment Pack License	\$3,000.00
<b>14</b>	<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>14</b>	<b>For Customers Who Already Subscribe to 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

Section	Description	Price
	EDN with ArcEditor Upgrade to ArcInfo Desktop Concurrent Use	\$1,000.00
	Technical Support (10 calls) for EDN	\$2,000.00
	Instructor-Led Training (5 days) for EDN	\$2,200.00
<b>15</b>	<b>ArcGIS Server with Cloud Infrastructure</b>	
<b>15</b>	<b>ArcGIS Server with Cloud Infrastructure—Annual Term Licenses</b>	
	ArcGIS Server Advanced Enterprise Annual Term License	\$40,000.00
	ArcGIS Server Standard Enterprise Annual Term License	\$30,000.00
	ArcGIS Server Basic Enterprise Annual Term License	\$25,000.00
<b>15</b>	<b>ArcGIS Server Extensions with Cloud Infrastructure—Annual Term Licenses</b>	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Annual License	\$6,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Annual License	\$6,000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Annual License	\$6,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Annual License	\$6,000.00
	ArcGIS Server Advanced Enterprise Image Extension Annual License	\$6,000.00
	ArcGIS Server Standard Enterprise Image Extension Annual License	\$6,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Annual License	\$6,000.00
	ArcGIS Server Standard Enterprise Network Extension Annual License	\$6,000.00
<b>15</b>	<b>ArcGIS Server with Cloud Infrastructure—Quarterly Term Licenses</b>	
	ArcGIS Server Advanced Enterprise Quarterly Term License	\$12,500.00
	ArcGIS Server Standard Enterprise Quarterly Term License	\$10,000.00
	ArcGIS Server Basic Enterprise Quarterly Term License	\$8,500.00
<b>15</b>	<b>ArcGIS Server Extensions with Cloud Infrastructure—Quarterly Term Licenses</b>	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Image Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Image Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Network Extension Quarterly Term License	\$3,000.00
<b>15</b>	<b>ArcGIS Server with Cloud Infrastructure—Monthly Term Licenses</b>	
	ArcGIS Server Advanced Enterprise Monthly Term License	\$5,000.00
	ArcGIS Server Standard Enterprise Monthly Term License	\$4,000.00
	ArcGIS Server Basic Enterprise Monthly Term License	\$3,000.00
<b>15</b>	<b>ArcGIS Server Extensions with Cloud Infrastructure—Monthly Term Licenses</b>	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Monthly Term License	\$1,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Monthly Term License	\$1,000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Monthly Term License	\$1,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Monthly Term License	\$1,000.00
	ArcGIS Server Advanced Enterprise Image Extension Monthly Term License	\$1,000.00

Section	Description	Price
	ArcGIS Server Standard Enterprise Image Extension Monthly Term License	\$1,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Monthly Term License	\$1,000.00
	ArcGIS Server Standard Enterprise Network Extension Monthly Term License	\$1,000.00
16	<b>Premium Support Services</b>	
	Premium Support Annual Use—Block of 10 Incidents	\$10,000.00
	Premium Support Annual Use—Unlimited Incidents	\$35,000.00
16	<b>Professional Services Packages</b>	
16	<b>Workshop Packages</b>	
	Esri Production Mapping Workshop (3 days)	\$11,400.00
	Esri Defense Mapping Workshop (3 days)	\$11,400.00
	Esri Nautical Solution Workshop (5 days)	\$16,600.00
	Esri Aeronautical Solution Workshop (3 days)	\$11,400.00
	ArcGIS Data Reviewer Workshop (3 days)	\$11,400.00
	ArcGIS Workflow Manager Workshop (3 days)	\$11,400.00
16	<b>Jumpstart Packages</b>	
	ArcGIS Server Jumpstart 3-Day Option (up to 2 servers)	\$8,000.00
	ArcGIS Server Jumpstart 4-Day Option (up to 4 servers)	\$10,000.00
	ArcGIS Server Geoportal Extension Jumpstart (3-day option)	\$11,400.00
	ArcGIS Server Geoportal Extension Jumpstart (5-day option)	\$16,600.00
	Esri Geoportal Server Jumpstart (3-day option)	\$11,400.00
	Esri Geoportal Server Jumpstart (5-day option)	\$16,600.00
	Esri Production Mapping Jumpstart (5 days)	\$16,600.00
	Esri Defense Mapping Jumpstart (5 days)	\$16,600.00
	Esri Nautical Solution Jumpstart (7 days)	\$21,800.00
	Esri Aeronautical Solution Jumpstart (5 days)	\$16,600.00
	ArcGIS Data Reviewer Jumpstart (5 days)	\$16,600.00
	ArcGIS Workflow Manager Jumpstart (5 days)	\$16,600.00
	Tracking Server Jumpstart (5 days)	\$21,900.00
	Enterprise GIS Health Check (3 days)	\$11,400.00
	Remote Developer Support (20 hours)	\$5,100.00
	Remote Support for ArcGIS Server Geoportal Extension (20 hours)	\$5,100.00
	Remote Support for Esri Geoportal Server (20 hours)	\$5,100.00
17	<b>Instructor-Led Training</b>	
	Esri Site Training—per Student, per Day at Esri Learning Centers in the United States	\$490.00
	Instructor-Led Virtual Classroom—per Student, per Day	\$490.00
	Additional Student—Client Site Private Class per Student per Day	\$330.00
	Additional Student—Esri Site Private Class per Student per Day	\$330.00
	Private Classes—Esri Site per Class per Day (12 students) in Locations in the United States	\$4,410.00
	Private Classes—Client Site per Class per Day (12 students) in Locations in the United States	\$4,410.00
	Client Coaching Services—Client Site	\$4,000.00
	Client Coaching Services—Esri Site	\$4,000.00
17	<b>Virtual Campus</b>	
17	<b>Individual Courses</b>	
	Esri Virtual Campus Training Course Pricing (1 paid module) per seat	\$29.00
	Esri Virtual Campus Training Course Pricing (2 paid modules) per seat	\$58.00

<b>Section</b>	<b>Description</b>	<b>Price</b>
	Esri Virtual Campus Training Course Pricing (3 paid modules) per seat	\$87.00
	Esri Virtual Campus Training Course Pricing (4 paid modules) per seat	\$116.00
	Esri Virtual Campus Training Course Pricing (5 paid modules) per seat	\$145.00
	Esri Virtual Campus Training Course Pricing (6 paid modules) per seat	\$174.00
	Esri Virtual Campus Training Course Pricing (7 paid modules) per seat	\$203.00
	Esri Virtual Campus Training Course Pricing (8 paid modules) per seat	\$232.00
	Esri Virtual Campus Training Course Pricing (9 paid modules) per seat	\$261.00
<b>17</b>	<b>Esri Virtual Campus Annual User License Pricing</b>	
<b>17</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 (25,000 Virtual Campus dollar value)	\$16,250.00
	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



# 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: 07-OCT-10  
 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	<b>I N V O I C E</b>	Change Order Number <b>10</b> Award Number <b>68M00210512</b> Effective Period <b>01-JUL-92 - 01-OCT-12</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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MPA-183 SOFTWARE, GEO INF SYSTEM

Description			Bid Number	Change Order Req#	
MPA-183 SOFTWARE, GEO INF SYSTEM					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #68M00210512  CHANGE EFFECTIVE PERIOD: FROM: 7/1/92 - 9/30/10 TO: 7/1/92 - 10/1/12  PER THE ATTACHED EXHIBIT 1, SCOPE OF USE (E300 07/16/2010) AND MASTER PURCHASE AGREEMENT (E111M 11/2006).			

STATE PURCHASING AGENT
Lorraine A. Hynes



MASTER PURCHASE AGREEMENT
(E111M 11/2006)

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

Esri Agreement No 2010MPA2224

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 11/2006
2. State and Local MPA Terms and Conditions, E500 11/2006
3. General License Terms and Conditions, E200M 04/19/2010
4. Esri Exhibit 1, Scope of Use, E300 07/16/2010
5. Esri MPA Price List, E407 07/20/2010
6. Custom Software, Technical Data, and Assistance License Addendum, E600 06/14/2010, including Attachment A— Sample Task Order and Attachment B—Time and Materials Rate Schedule (J-8410)
7. Esri Client Site Training Terms and Conditions, E207CW 09/2009

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: [Signature] Authorized Signature

Printed Name: Jerome D. Moynihan

Title: Assistant Director for Special Projects

Date: January 14, 2011

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)

By: [Signature] Authorized Signature

Printed Name: CHRIS JOHNSON MANAGER, DOMESTIC CONTRACTS

Title:

Date: DEC 20 2010

Customer Contact Information

Contact: Shane White, RIGIS Coordinator

Address: Dept. of Administration, Division of Planning

1 Capitol Hill, 3rd Floor

City, State, ZIP: Providence, RI 02908-5872

Telephone: (401) 222-6483

Fax:

E-mail: swhite@doa.ri.gov



STATE AND LOCAL MPA TERMS AND CONDITIONS  
(E500 11/2006)

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

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## ARTICLE 1—DEFINITIONS

All 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. \_\_\_\_\_"

**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 04/19/2010)

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 Esri authorized 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, Documentation, and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect 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 I 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 Licensee is accepted into the Beta Testing Program, Esri will provide to Licensee access to Beta and will grant Licensee a personal, nonexclusive, nontransferable, royalty-free Term 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 Licensee is 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.
- c. Licensee grants to Esri the right to freely use, share, disclose, reproduce, license, distribute and otherwise publicly display and perform any Feedback provided to Esri by Licensee. Licensee will not provide Feedback that Licensee knows or reasonably should have known contains content subject to license or use restrictions.

- d. 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. Licensee may not share or release Feedback or results of Beta testing with any third party
- e. 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 materials] 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. Licensee shall not use Software, Data, Web Services, or Documentation for a site or service and operate the site or the service for a profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service).
- b. Except as provided herein, Licensee shall not redistribute Software, Data, or Web Services to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs.
- 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. Except as provided herein, Licensee shall not redistribute Software activation number(s), registration number/license authorization file(s), developer license file(s), or Web Services access codes to third parties.
- 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.
- i. After a reasonable transition period, Licensee shall not use an older version of the Software that Licensee has updated to a newer version. Licensee shall not use more Software licenses at any given time than the total quantity in Licensee's licensed configuration on file with Esri.

## 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) cease use, 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 are 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, PATCHES, 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, PATCHES, EVALUATION SOFTWARE, AND BETA.

**6.4 Internet Disclaimer.** THE 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) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE 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 OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND 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 Maintenance Program found at [www.esri.com/legal/maintenance.html](http://www.esri.com/legal/maintenance.html); 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 fees 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

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**EXHIBIT 1  
SCOPE OF USE  
(E300 07/16/2010)**

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

**Software**

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS (1, 16, 25, and 33)
- ArcGIS Desktop
  - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
  - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
  - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Server
  - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
  - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
    - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
  - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
  - ArcGIS Server Image Extension (7, 8, and 42)
  - ArcGIS Server Image Extension Service Editor (1)
  - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript™, Adobe® Flex™, Microsoft® Silverlight™/WPF™, SOAP, and REST) (6, 33, 35, and 53)
- ArcIMS
  - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
  - Desktop (either 1 or 2 and 25)
  - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
  - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
  - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Server
  - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
  - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Tracking Server (either 4 or 5 and 31)

**Web Services**

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

**Data**

- ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
  - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook•America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
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(E407 07/20/2010)**

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**MPA Price List  
E407—3Q10**

<b>Section</b>	<b>Description</b>	<b>Price</b>
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	ArcInfo Concurrent Use License	\$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
	ArcGIS Workflow Manager Concurrent Use License	\$2,500.00
	ArcGIS Data Reviewer 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 for ArcGIS Workflow Manager Concurrent Use License	\$500.00

<b>Section</b>	<b>Description</b>	<b>Price</b>
	Secondary Maintenance for ArcGIS Workflow Manager Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer Concurrent Use License	\$200.00
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200.00
	<b>ArcGIS Single Use Licenses</b>	
	ArcInfo Single Use License	\$9,900.00
	ArcEditor Single Use License	\$7,000.00
	ArcGIS ArcView Single Use Unkeyed License	\$1,500.00
	ArcGIS ArcView Single Use Keyed 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
	ArcGIS Workflow Manager Single Use License	\$2,500.00
	ArcGIS Data Reviewer Single Use License	\$2,500.00
	<b>ArcGIS Single Use Maintenance</b>	
	Primary Maintenance for ArcInfo Single Use License (Core Only)	\$3,000.00
	Secondary Maintenance for ArcInfo Single Use License (Core Only)	\$1,200.00
	Primary Maintenance for ArcInfo ArcGIS Spatial Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Spatial Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Geostatistical Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Geostatistical Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Network Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Network Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS 3D Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS 3D Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Tracking Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Tracking Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Publisher Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Publisher Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS ArcScan Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS ArcScan Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo Maplex Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo Maplex Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Schematics Extension Single Use License	\$500.00

Section	Description	Price
	Secondary Maintenance for ArcInfo ArcGIS Schematics Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Data Interoperability Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Data Interoperability Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Data Reviewer Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Data Reviewer Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Workflow Manager Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Workflow Manager Extension Single Use License	\$200.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$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>ArcGIS Mobile</b>	
	ArcGIS Mobile Desktop—5-pack bundle	\$1,500.00
	Annual Maintenance for ArcGIS Mobile Desktop—5-pack bundle	\$300.00
	<b>Maintenance Activation Program</b>	
	Primary Maintenance Activation Fee for ArcView 8 1, 8 2, 8 3, 9 0, or 9 1—Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 8 1, 8 2, 8 3, 9 0, or 9 1—Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 8 1, 8 2, 8 3, 9 0, or 9 1—Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 8 1, 8 2, 8 3, 9 0, or 9 1—Single Use License for Windows, Core plus Extensions	\$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, 3D Extension	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3 2 License for UNIX, 3D Extension	\$300.00
	Primary Maintenance Activation Fee for ArcView 3 2 License for UNIX, Network Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3 2 License for UNIX, Network Analyst	\$300.00
	Primary Maintenance Activation Fee for ArcView 3 2 License for UNIX, Tracking Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3 2 License for UNIX, Tracking Analyst	\$300.00

Section	Description	Price
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$300.00
	<b>ArcGIS Upgrades</b>	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be current on maintenance to qualify.)	\$2,000.00
	<b>Upgrade from One ArcGIS Product to Another</b>	
	Upgrade from ArcView Single Use to ArcEditor Single Use	\$5,500.00
	Upgrade from ArcView Single Use to ArcEditor Concurrent Use USB	\$5,500.00
	Upgrade from ArcView Single Use to ArcInfo	\$8,400.00
	Upgrade from ArcView Concurrent Use to ArcEditor	\$3,500.00
	Upgrade from ArcView Concurrent Use to ArcInfo	\$6,400.00
	Upgrade from ArcEditor to ArcInfo	\$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
	<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

Section	Description	Price
	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

Section	Description	Price
4	<b>ArcGIS Engine Runtime Licenses</b>	
	ArcGIS Engine Runtime Single Use License	\$500.00
	ArcGIS Engine Runtime Concurrent Use License	\$1,250.00
	<b>ArcGIS Engine Runtime Extensions</b>	
	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
	<b>ArcGIS Engine Runtime Maintenance</b>	
	Maintenance for ArcGIS Engine Runtime Single Use License without Extensions	\$100.00
	Maintenance for ArcGIS Engine Runtime Single Use License with Extensions	\$400.00
	Primary Maintenance for ArcGIS Engine Runtime Concurrent Use License	\$250.00
	Secondary Maintenance for ArcGIS Engine Runtime Concurrent Use License	\$185.00
	Primary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	\$150.00

Section	Description	Price
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 for ArcGIS Server Enterprise Advanced (up to four cores)	\$10,000.00
	ArcGIS Server Enterprise Advanced (additional cores)	\$10,000.00
	Annual Maintenance for 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 for ArcGIS Server Enterprise Standard (up to four cores)	\$5,000.00
	ArcGIS Server Enterprise Standard (additional cores)	\$5,000.00
	Annual Maintenance for 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 for ArcGIS Server Enterprise Basic (up to four cores)	\$3,000.00
	ArcGIS Server Enterprise Basic (additional cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Enterprise Basic (additional cores)	\$750.00
	<b>Workgroup</b>	
	ArcGIS Server Workgroup Advanced (up to two cores)	\$10,000.00
	Annual Maintenance for 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 for 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 for 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 for 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 for 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 Data Interoperability Extension Advanced Enterprise for Windows License (up to four cores)	\$10,000.00
	ArcGIS Server Image Extension Advanced Enterprise for Windows License (up to four cores)	\$10,000.00
	ArcGIS Server Workflow Manager Extension Advanced Enterprise for Windows License (up to four cores)	\$10,000.00
	ArcGIS Server Schematics Extension Advanced Enterprise for Windows License (up to four cores)	\$10,000.00
ArcGIS Server Geoportal Extension Advanced Enterprise for Windows License (up to four cores)	\$3,500.00	
Annual Maintenance for ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00	
Annual Maintenance for ArcGIS Server Image Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00	
Annual Maintenance for ArcGIS Server Workflow Manager Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00	

Section	Description	Price
	Annual Maintenance for ArcGIS Server Schematics Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Geoportal Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$10,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$10,000.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$10,000.00
	ArcGIS Server Standard Enterprise Image Extension (up to four cores)	\$10,000.00
	ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores)	\$3,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Image Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores)	\$2,500.00
	ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	\$2,500.00
	ArcGIS Server Image Extension Enterprise Advanced (additional cores)	\$2,500.00
	ArcGIS Server Workflow Manager Extension Enterprise Advanced (additional cores)	\$2,500.00
	ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	\$2,500.00
	ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores)	\$875.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Image Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Workflow Manager Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores)	\$625.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	\$2,500.00
	ArcGIS Server Enterprise Standard Workflow Manager Extension (additional cores)	\$2,500.00
	ArcGIS Server Enterprise Standard Network Extension (additional cores)	\$2,500.00
	ArcGIS Server Enterprise Standard Image Extension (additional cores)	\$2,500.00
	ArcGIS Server Enterprise Standard Geoportal Extension (additional cores)	\$875.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Workflow Manager Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Network Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Image Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Geoportal Extension (additional cores)	\$625.00

Section	Description	Price
	<b>ArcGIS Server Workgroup Extensions</b>	
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$5,000.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	<b>ArcGIS Server Upgrades</b>	
	<b>ArcGIS Server Upgrade Enterprise to Enterprise</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
	<b>ArcGIS Server Upgrades Workgroup to Workgroup</b>	
	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>	
	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

Section	Description	Price
	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
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	\$15,000.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	\$35,000.00
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	\$10,000.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	\$30,000.00
	<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 for 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 for 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 for 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 for 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 for 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 for ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$375.00
	<b>ArcGIS Server Extensions (Staging Server)</b>	
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores)	\$1,750.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores)	\$1,250.00

<b>Section</b>	<b>Description</b>	<b>Price</b>
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (additional cores)	\$438.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (additional cores)	\$313.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	\$5,000.00
	ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (up to four cores)	\$1,750.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (additional cores)	\$438.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$313.00

Section	Description	Price
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (additional cores)	\$313.00
	<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
7	<b>ArcIMS</b>	
	ArcIMS Full Use Deployment (up to two cores)	\$5,000.00
	ArcIMS Full Use Deployment (additional core—maximum four cores per server)	\$2,500.00
	ArcIMS Full Use Deployment (up to two cores) Maintenance	\$1,000.00
	ArcIMS Full Use Deployment (additional core) Maintenance	\$500.00
	ArcIMS Full Use Deployment Staging Server (up to two cores)	\$2,500.00
	ArcIMS Full Use Deployment Staging Server (additional cores—maximum four cores per server)	\$1,250.00
	ArcIMS Full Use Deployment Staging Server (up to two cores) Maintenance	\$500.00
	ArcIMS Full Use Deployment Staging Server (additional cores) Maintenance	\$250.00
8	<b>Business Applications Software</b>	
	<b>ArcGIS Business Analyst (Single Use)</b>	
	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

Section	Description	Price
	<b>ArcGIS Business Analyst (Concurrent Use)</b>	
	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
	ArcGIS Business Analyst Segmentation Module with MRI Data One Additional Category License	\$1,500 00
	<b>Business Analyst Maintenance</b>	
	Annual Maintenance for ArcGIS Business Analyst (National Dataset) Software License (per license)	\$14,795 00
	Annual Maintenance for ArcGIS Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$10,795 00
	Annual Maintenance for ArcGIS Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$6,795 00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License (per license)	\$14,795 00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License (per license)	\$10,795 00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License (per license)	\$6,795 00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (National Dataset) Software License (per license)	\$18,000 00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (One Region Dataset) Software License (per license)	\$12,795 00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (One State Dataset) Software License (per license)	\$7,925 00
	ArcGIS Business Analyst Segmentation Module with MRI Data One Additional Category License Annual Maintenance	\$1,200 00
	<b>ArcGIS Business Analyst for Canada</b>	
	ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$25,500 00
	ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$25,500 00
	ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$10,200 00
	ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$10,200 00

Section	Description	Price
	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 Segmentation Module</b>	
	<b>Tapestry ZIP+4 Add-On</b>	
	ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On National License	\$14,400 00
	ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On Regional License	\$8,640 00
	ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On State License	\$5,760 00
	Annual Maintenance for ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On National License	\$11,520 00
	Annual Maintenance for ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On Regional License	\$6,912 00
	Annual Maintenance for ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On State License	\$4,608 00
	<b>ArcGIS Business Analyst Server</b>	
	<b>ArcGIS Business Analyst Server Enterprise Advanced</b>	
	ArcGIS Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (up to four cores)	\$150,000 00
	ArcGIS Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (additional core)	\$37,500 00
	ArcGIS Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (up to four cores) Maintenance	\$100,000 00
	ArcGIS Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (additional core) Maintenance	\$25,000 00
	<b>ArcGIS Business Analyst Server Workgroup Advanced</b>	
	ArcGIS Business Analyst Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$75,000 00
	ArcGIS Business Analyst Server Workgroup Advanced (per server—minimum two cores, maximum four cores) Maintenance	\$50,000 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
	Annual Maintenance for Tracking Server (up to two cores)	\$2,500 00
	Annual Maintenance for Tracking Server (additional core)	\$1,250 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
	Annual Maintenance for Tracking Server Staging Server (up to two cores)	\$1,250 00
	Annual Maintenance for Tracking Server Staging Server (additional cores)	\$625 00
10	<b>ArcLogistics</b>	
	ArcLogistics Single Use License	\$8,000 00
	ArcLogistics Concurrent Use License	\$20,000 00
	ArcLogistics Single Use Annual Maintenance	\$1,600 00
	ArcLogistics Concurrent Use Annual Maintenance	\$4,000 00
	ArcLogistics Tele Atlas Street Data North America—Single Use	\$2,200 00
	ArcLogistics NAVTEQ Street Data North America—Single Use	\$2,200 00
	ArcLogistics Tele Atlas Street Data Europe—Single Use	\$2,200 00
	ArcLogistics NAVTEQ Street Data Europe—Single Use	\$2,200 00

Section	Description	Price
	ArcLogistics Tele Atlas Street Data North America—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics NAVTEQ Street Data North America—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics Tele Atlas Street Data Europe—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics NAVTEQ Street Data Europe—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics Tele Atlas Street Data North America—Concurrent Use	\$5,500.00
	ArcLogistics NAVTEQ Street Data North America—Concurrent Use	\$5,500.00
	ArcLogistics Tele Atlas Street Data Europe—Concurrent Use	\$5,500.00
	ArcLogistics NAVTEQ Street Data Europe—Concurrent Use	\$5,500.00
	ArcLogistics Tele Atlas Street Data North America—Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics NAVTEQ Street Data North America—Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics Tele Atlas Street Data Europe—Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics NAVTEQ Street Data Europe—Concurrent Use Annual Maintenance	\$4,000.00
	<b>ArcLogistics Navigator</b>	
	ArcLogistics Navigator—Single Use License (5-pack bundle)	\$1,000.00
	ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle)	\$400.00
	ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle)	\$600.00
	ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle)	\$400.00
	ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle)	\$600.00
	Annual Maintenance for ArcLogistics Navigator—Single Use License (5-pack bundle)	\$200.00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle)	\$300.00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle)	\$500.00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle)	\$300.00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle)	\$500.00
	<b>ArcLogistics using ArcGIS Online</b>	
	ArcLogistics using ArcGIS Online—Annual Fee—Up to 5 Vehicles	\$1,000.00
	ArcLogistics using ArcGIS Online—Annual Fee—Up to 10 Vehicles	\$2,000.00
	ArcLogistics using ArcGIS Online—Annual Fee—Up to 20 Vehicles	\$3,500.00
	ArcLogistics using ArcGIS Online—Annual Fee—Up to 50 Vehicles	\$4,500.00
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 5 Vehicles	\$100.00
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 10 Vehicles	\$200.00
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 20 Vehicles	\$350.00
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 50 Vehicles	\$450.00
11	<b>Address Coder</b>	
	Address Coder Standard National—Per User License	\$9,000.00
	Address Coder Standard Regional—Per User License	\$6,500.00
	Address Coder Standard State—Per User License	\$3,600.00
	Annual Maintenance for Address Coder Standard National—Per User License	\$7,200.00
	Annual Maintenance for Address Coder Standard Regional—Per User License	\$5,200.00
	Annual Maintenance for Address Coder Standard State—Per User License	\$2,880.00
	Address Coder Premium National—Per User License	\$15,000.00
	Address Coder Premium Regional—Per User License	\$10,500.00
	Address Coder Premium State—Per User License	\$6,000.00

Section	Description	Price
	Annual Maintenance for Address Coder Premium National—Per User License	\$12,000.00
	Annual Maintenance for Address Coder Premium Regional—Per User License	\$8,400.00
	Annual Maintenance for Address Coder Premium State—Per User License	\$4,800.00
	Tapestry Add-on National—Per User License	\$9,600.00
	Tapestry Add-on Regional—Per User License	\$5,760.00
	Tapestry Add-on State—Per User License	\$3,840.00
	Annual Maintenance for Tapestry Add-on National—Per User License	\$7,680.00
	Annual Maintenance for Tapestry Add-on Regional—Per User License	\$4,608.00
	Annual Maintenance for Tapestry Add-on State—Per User License	\$3,072.00
	Tapestry ZIP + 4 Add-on National—Per User License	\$24,000.00
	Tapestry ZIP + 4 Add-on Regional—Per User License	\$14,400.00
	Tapestry ZIP + 4 Add-on State—Per User License	\$9,600.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on National—Per User License	\$19,200.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on Regional—Per User License	\$11,520.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on State—Per User License	\$7,680.00
	<b>Esri StreetMap Premium NAVTEQ Data</b>	
	United States—All usage types (per Desktop user/per year)	\$6,000.00
	United States—All usage types (per Workgroup server/per year)	\$30,000.00
	United States—All usage types (per Enterprise server/per year)	\$75,000.00
	United States—All usage types (per additional 2 cores Enterprise server/per year)	\$30,000.00
	United States—Display (per Desktop user/per year)	\$1,200.00
	United States—Display (per Workgroup server/per year)	\$6,000.00
	United States—Display (per Enterprise server/per year)	\$15,000.00
	United States—Display (per additional 2 cores Enterprise server/per year)	\$6,000.00
	United States—Geocode (per Desktop user/per year)	\$1,800.00
	United States—Geocode (per Workgroup server/per year)	\$9,000.00
	United States—Geocode (per Enterprise server/per year)	\$22,500.00
	United States—Geocode (per additional 2 cores Enterprise server/per year)	\$9,000.00
	United States—Route (per Desktop user/per year)	\$3,000.00
	United States—Route (per Workgroup server/per year)	\$15,000.00
	United States—Route (per Enterprise server/per year)	\$37,500.00
	United States—Route (per additional 2 cores Enterprise server/per year)	\$15,000.00
	State—All usage types (per Desktop user/per year)	\$2,000.00
	State—All usage types (per Workgroup server/per year)	\$10,000.00
	State—All usage types (per Enterprise server/per year)	\$25,000.00
	State—All usage types (per additional 2 cores Enterprise server/per year)	\$10,000.00
	State—Display (per Desktop user/per year)	\$400.00
	State—Display (per Workgroup server/per year)	\$2,000.00
	State—Display (per Enterprise server/per year)	\$5,000.00
	State—Display (per additional 2 cores Enterprise server/per year)	\$2,000.00
	State—Geocode (per Desktop user/per year)	\$600.00
	State—Geocode (per Workgroup server/per year)	\$3,000.00
	State—Geocode (per Enterprise server/per year)	\$7,500.00
	State—Geocode (per additional core Enterprise server/per year)	\$3,000.00
	State—Route (per Desktop user/per year)	\$1,000.00
	State—Route (per Workgroup server/per year)	\$5,000.00

Section	Description	Price
	State—Route (per Enterprise server/per year)	\$12,500 00
	State—Route (per additional 2 cores Enterprise server/per year)	\$5,000 00
	<b>Esri StreetMap Premium Tele Atlas Data</b>	
	United States—All usage types (per Desktop user/per year)	\$6,000 00
	United States—All usage types (per concurrent use Desktop/per year)	\$15,000 00
	United States—All usage types (per Workgroup server/per year)	\$30,000 00
	United States—All usage types (per Enterprise server/per year)	\$75,000 00
	United States—All usage types (per additional 2 cores Enterprise server/per year)	\$30,000 00
	United States—Display (per Desktop user/per year)	\$1,200 00
	United States—Display (per concurrent use Desktop/per year)	\$3,000 00
	United States—Display (per Workgroup server/per year)	\$6,000 00
	United States—Display (per Enterprise server/per year)	\$15,000 00
	United States—Display (per additional 2 cores Enterprise server/per year)	\$6,000 00
	United States—Geocode (per Desktop user/per year)	\$1,800 00
	United States—Geocode (per concurrent use Desktop/per year)	\$4,500 00
	United States—Geocode (per Workgroup server/per year)	\$9,000 00
	United States—Geocode (per Enterprise server/per year)	\$22,500 00
	United States—Geocode (per additional 2 cores Enterprise server/per year)	\$9,000 00
	United States—Route (per Desktop user/per year)	\$3,000 00
	United States—Route (per concurrent use Desktop/per year)	\$7,500 00
	United States—Route (per Workgroup server/per year)	\$15,000 00
	United States—Route (per Enterprise server/per year)	\$37,500 00
	United States—Route (per additional 2 cores Enterprise server/per year)	\$15,000 00
	Small State—All usage types (per Desktop user/per year)	\$900 00
	Small State—All usage types (per concurrent use Desktop/per year)	\$2,250 00
	Small State—All usage types (per Workgroup server/per year)	\$4,500 00
	Small State—All usage types (per Enterprise server/per year)	\$11,250 00
	Small State—All usage types (per additional 2 cores Enterprise server/per year)	\$4,500 00
	Small State—Display (per Desktop user/per year)	\$500 00
	Small State—Display (per concurrent use Desktop/per year)	\$500 00
	Small State—Display (per Workgroup server/per year)	\$900 00
	Small State—Display (per Enterprise server/per year)	\$2,250 00
	Small State—Display (per additional 2 cores Enterprise server/per year)	\$900 00
	Small State—Geocode (per Desktop user/per year)	\$500 00
	Small State—Geocode (per concurrent use Desktop/per year)	\$675 00
	Small State—Geocode (per Workgroup server/per year)	\$1,350 00
	Small State—Geocode (per Enterprise server/per year)	\$3,375 00
	Small State—Geocode (per additional 2 cores Enterprise server/per year)	\$1,350 00
	Small State—Route (per Desktop user/per year)	\$500 00
	Small State—Route (per concurrent use Desktop/per year)	\$1,125 00
	Small State—Route (per Workgroup server/per year)	\$2,250 00
	Small State—Route (per Enterprise server/per year)	\$5,625 00
	Small State—Route (per additional 2 cores Enterprise server/per year)	\$2,250 00
	Medium State—All usage types (per Desktop user/per year)	\$1,200 00
	Medium State—All usage types (per concurrent use Desktop/per year)	\$3,000 00
	Medium State—All usage types (per Workgroup server/per year)	\$6,000 00
	Medium State—All usage types (per Enterprise server/per year)	\$15,000 00

Section	Description	Price
	Medium State—All usage types (per additional 2 cores Enterprise server/per year)	\$6,000.00
	Medium State—Display (per Desktop user/per year)	\$500.00
	Medium State—Display (per concurrent use Desktop/per year)	\$600.00
	Medium State—Display (per Workgroup server/per year)	\$1,200.00
	Medium State—Display (per Enterprise server/per year)	\$3,000.00
	Medium State—Display (per additional 2 cores Enterprise server/per year)	\$1,200.00
	Medium State—Geocode (per Desktop user/per year)	\$500.00
	Medium State—Geocode (per concurrent use Desktop/per year)	\$900.00
	Medium State—Geocode (per Workgroup server/per year)	\$1,800.00
	Medium State—Geocode (per Enterprise server/per year)	\$4,500.00
	Medium State—Geocode (per additional 2 cores Enterprise server/per year)	\$1,800.00
	Medium State—Route (per Desktop user/per year)	\$600.00
	Medium State—Route (per concurrent use Desktop/per year)	\$1,500.00
	Medium State—Route (per Workgroup server/per year)	\$3,000.00
	Medium State—Route (per Enterprise server/per year)	\$7,500.00
	Medium State—Route (per additional 2 cores Enterprise server/per year)	\$3,000.00
	Large State—All usage types (per Desktop user/per year)	\$1,800.00
	Large State—All usage types (per concurrent use Desktop/per year)	\$4,500.00
	Large State—All usage types (per Workgroup server/per year)	\$9,000.00
	Large State—All usage types (per Enterprise server/per year)	\$22,500.00
	Large State—All usage types (per additional 2 cores Enterprise server/per year)	\$9,000.00
	Large State—Display (per Desktop user/per year)	\$540.00
	Large State—Display (per concurrent use Desktop/per year)	\$900.00
	Large State—Display (per Workgroup server/per year)	\$1,800.00
	Large State—Display (per Enterprise server/per year)	\$4,500.00
	Large State—Display (per additional 2 cores Enterprise server/per year)	\$1,800.00
	Large State—Geocode (per Desktop user/per year)	\$540.00
	Large State—Geocode (per concurrent use Desktop/per year)	\$1,350.00
	Large State—Geocode (per Workgroup server/per year)	\$2,700.00
	Large State—Geocode (per Enterprise server/per year)	\$6,750.00
	Large State—Geocode (per additional 2 cores Enterprise server/per year)	\$2,700.00
	Large State—Route (per Desktop user/per year)	\$900.00
	Large State—Route (per concurrent use Desktop/per year)	\$2,250.00
	Large State—Route (per Workgroup server/per year)	\$4,500.00
	Large State—Route (per Enterprise server/per year)	\$11,250.00
	Large State—Route (per additional 2 cores Enterprise server/per year)	\$4,500.00
12	<b>Other Software</b>	
	<b>MapIt</b>	
	MapIt Deployment Server License (per server)	\$4,500.00
	MapIt Deployment Server License (per server)—Annual Maintenance	\$900.00
	<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

Section	Description	Price
	<b>Esri Mapping and Charting</b>	
	Esri Production Mapping Concurrent Use License	\$10,000.00
	Esri Production Mapping Single Use License	\$10,000.00
	Annual Maintenance for Esri Production Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Production Mapping Single Use License	\$2,500.00
	Esri Defense Mapping Concurrent Use License	\$10,000.00
	Esri Defense Mapping Single Use License	\$10,000.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Defense Mapping Single Use License	\$2,500.00
	Esri Aeronautical Solution Concurrent Use License	\$10,000.00
	Esri Aeronautical Solution Single Use License	\$10,000.00
	Annual Maintenance for Esri Aeronautical Solution Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Aeronautical Solution Single Use License	\$2,500.00
	Esri Nautical Solution Concurrent Use License	\$10,000.00
	Esri Nautical Solution Single Use License	\$10,000.00
	Annual Maintenance for Esri Nautical Solution Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Nautical Solution Single Use License	\$2,500.00
13	<b>Mobile GIS</b>	
	<b>ArcPad</b>	
	<b>ArcPad 7.1</b>	
	ArcPad Single Use License	\$495.00
	ArcPad 5 x/6.x Upgrade to 7.x	\$150.00
	<b>ArcPad 8.0</b>	
	ArcPad Single Use License	\$700.00
	ArcPad Single Use License Annual Maintenance	\$250.00
	ArcPad 5 x/6.x/7.x Upgrade to 10	\$250.00
	<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 (101–1,000 licenses)	\$50.00
	StreetMap Mobile—No Data included (1,001 + 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 (101–1,000 upgrade licenses)	\$50.00
	StreetMap Mobile—No Data included (1,001 + 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 (101–1,000 licenses)	\$80.00
	StreetMap Premium Mobile Data (1,001 + licenses)	\$50.00
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

Section	Description	Price
	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 Subscribe to 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)	\$2,200 00
16	<b>Premium Support Services</b>	
	Premium Support Annual Use—Block of 10 Incidents	\$10,000.00
	Premium Support Annual Use—Unlimited Incidents	\$35,000.00
	<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
	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 United States (price effective 1/11/2010)	\$490.00
	Instructor-Led Virtual Classroom—per Student, per Day (price effective 1/11/2010)	\$490.00
	Additional Student—Client Site Private Class per Student per Day	\$330 00
	Additional Student—Esri Site Private Class per Student per Day	\$330 00
	Private Classes—Esri Site per Class per Day (12 students) in Locations in the United States (price effective 1/11/2010)	\$4,410 00
	Private Classes—Client Site per Class per Day (12 students) in Locations in the United States (price effective 1/11/2010)	\$4,410.00
	Client Coaching Services—Client Site	\$4,000 00
	Client Coaching Services—Esri Site	\$4,000 00
	<b>Virtual Campus</b>	
	<b>Individual Courses</b>	
	Esri Virtual Campus Training Course Pricing (1 paid modules) per seat	\$29 00
	Esri Virtual Campus Training Course Pricing (2 paid modules) per seat	\$58 00
	Esri Virtual Campus Training Course Pricing (3 paid modules) per seat	\$87.00
	Esri Virtual Campus Training Course Pricing (4 paid modules) per seat	\$116.00
	Esri Virtual Campus Training Course Pricing (5 paid modules) per seat	\$145.00
	Esri Virtual Campus Training Course Pricing (6 paid modules) per seat	\$174.00
	Esri Virtual Campus Training Course Pricing (7 paid modules) per seat	\$203.00

<b>Section</b>	<b>Description</b>	<b>Price</b>
	Esri Virtual Campus Training Course Pricing (8 paid modules) per seat	\$232.00
	Esri Virtual Campus Training Course Pricing (9 paid modules) per seat	\$261.00
	<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 (25,000 Virtual Campus Dollar Value)	\$16,250.00
	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



CUSTOM SOFTWARE, TECHNICAL DATA, AND  
ASSISTANCE LICENSE ADDENDUM  
(E600 06/14/2010)

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 an order for professional services issued under this Addendum in substantially the same format as the sample task order form 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 Commercial off-the-Shelf Software, or COTS 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. Technical Data does not include COTS Software, COTS data, or COTS documentation, which must be licensed separately by Licensee under Esri's commercial Software license.
- iv. "Map Data" means any digital dataset(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of any Task Order.
- v. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by Licensee under a firm fixed price Task Order.
- vi. "Commercial off-the-Shelf Software" or "COTS Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri Web site or delivered on any media in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.
- vii. "Services" means consulting support being performed by Esri on a time and materials hourly basis in exchange for compensation from the Licensee.
- viii. "Services Output" means any tangible output produced as a result of the Services provided by Esri under this Addendum. Services Output can include, but is not limited to, reports, training materials, and Custom Software.

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

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

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

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

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

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

Except as specifically granted in this Article 3, Esri or its licensors own and retain all right, title, and interest in the Deliverables and Services Output. This Addendum does not transfer ownership rights of any description in the Deliverables or Services Output to Licensee or any third party. Subject to the terms and conditions set forth in this Addendum and effective upon the transfer, by any means, of the Deliverables or Services Output to the Licensee, Esri hereby grants to Licensee a nonexclusive, worldwide license in the Deliverables or Services Output to use, modify, and reproduce the

Deliverables or Services Output in connection with Licensee's authorized use of COTS Software. The license grant in the immediately preceding sentence does not apply to Map Data, which Licensee must separately and directly license from the vendor.

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

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

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

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

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

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

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

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

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

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld by either party. However, either party may transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies of a party or subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

#### **ARTICLE 5—CONFIDENTIALITY OF DELIVERABLES AND SERVICES OUTPUT**

Unless otherwise agreed in writing, the Deliverables and Services Output are Esri confidential information, and Licensee shall preserve and protect the confidentiality of said Deliverables and Services Output to the extent permitted by law. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Deliverables or Services Output delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively,

"Secure Formats") For Deliverables or Services Output delivered in source code or other human-readable formats, Licensee shall have met its obligations under this Article if its disclosure of Deliverables or Services Output is limited to Deliverables or Services Output in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables or Services Output is withheld from such disclosure, and the person or entity in receipt of such Deliverables or Services Output similarly agrees not to perform such acts or allow others to do so.

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

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

#### ARTICLE 6—ACCEPTANCE

- A. **For Time and Materials Task Orders.** Services are provided strictly on a time and materials basis subject to the task order not-to-exceed funding limit. The Services delivered will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Esri is notified otherwise by Licensee within ten (10) days after delivery.
- B. **For Firm Fixed Price Task Orders.** Deliverables for fixed price Task Orders shall be categorized as follows:
- i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. Licensee shall complete its acceptance review within ten (10) working days of receiving each Deliverable.
  - ii. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Task Order(s), but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. Licensee will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
  - iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri shall rework the Deliverable and resubmit it to Licensee within thirty (30) days, at which time Licensee shall have ten (10) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

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

#### ARTICLE 7—CHANGES TO SCOPE OF WORK

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

#### ARTICLE 8—COMPENSATION; INVOICES

- A. **For Time and Materials Task Orders.** Esri shall prepare and submit to Licensee written monthly invoices showing the compensation due for work performed, including travel time, under Task Orders to the Licensee address listed on the Task Order. The amount invoiced will be equal to the number of hours expended during the previous month multiplied

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

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

- B. For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri shall prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- C. Payment.** Licensee shall pay each invoice no later than thirty (30) days after receipt thereof. Payment shall be made to the Esri address identified on original Esri invoices.

## ARTICLE 9—LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

### A. For Time and Materials Task Orders

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

- ii. Disclaimer of Warranties**

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

### B. For Firm Fixed Price Task Orders

- i. Limited Warranty.** Esri warrants that for a period of 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.

- ii. Disclaimer of Warranties**

- (a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION B i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION: (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; WILL OPERATE WITHOUT INTERRUPTION; ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED; (ii) ANY WARRANTY THAT THE DELIVERABLES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY DAMAGE OR ENVIRONMENTAL DAMAGE (ANY SUCH USE BY LICENSEE SHALL BE AT LICENSEE'S OWN RISK AND COST); (iii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

- C. Map Data Disclaimer.** ESRI DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY LICENSEE OR ESRI, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY ESRI OR ITS VENDORS,

ESRI BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. ESRI IS NOT INVITING RELIANCE ON MAP DATA, AND LICENSEE SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION

#### ARTICLE 10—LIMITATION OF LIABILITY

- A. Disclaimer of Certain Types of Liability.** 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 OR SERVICES OUTPUT, 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 OR SERVICES OUTPUT, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR THE DELIVERABLES OR SERVICES OUTPUT FROM WHICH THE LIABILITY DIRECTLY AROSE
- C. Applicability of Disclaimers and Limitations.** Licensee agrees that the limitations of liability and disclaimers set forth in this Addendum will apply regardless of whether Licensee has accepted the Deliverables, or any other product or service delivered by Esri. The parties agree that Esri has set its prices and entered into this Addendum in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose or cause consequential loss), and that the same form an essential basis of the bargain between the parties

#### ARTICLE 11—EXPORT CONTROL REGULATIONS

Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release COTS Software, Services Output, or Deliverables in whole or in part, to (i) any 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.

#### ARTICLE 12—TERM AND TERMINATION

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

**D. Termination for Cause by Esri.** Esri may terminate this Addendum immediately upon written notice to Licensee in the event that one or more of the following occur:

***Insolvency of Licensee***

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

***Default or Breach by Licensee***

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

**E. Obligations upon Termination**

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

**ARTICLE 13—RESTRICTIONS ON SOLICITATION**

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

**ARTICLE 14—TAXES**

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

**ARTICLE 15—INDEPENDENT CONTRACTOR**

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

**ARTICLE 16—FORCE MAJEURE**

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

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

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

**ARTICLE 18—NOTICE**

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

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

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

Notice for non-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 e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by receipted international courier service, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal

**ARTICLE 19—ASSIGNMENT AND DELEGATION**

Esri may, in whole or in part, assign any of its rights or delegate any performance under this Addendum, provided that Esri shall remain responsible for the performance it delegates. This Addendum binds and benefits successors or assigns permitted under this Article 18

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

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

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

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

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

ACCEPTED AND AGREED:

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

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

**ATTACHMENT B  
TIME AND MATERIALS RATE SCHEDULE**

## TIME AND MATERIALS RATE SCHEDULE

*Effective January 1, 2010*

Hourly time and materials labor rates have been provided for each labor category for calendar year 2010. The hourly labor rates for services that are performed after 2010 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

ESRI reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours 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 percentage completed.

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

**Hourly Rate: \$359/Hour**

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

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

**Hourly Rate: \$272/Hour**

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

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

**Hourly Rate: \$216/Hour**

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

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

**Hourly Rate: \$280/Hour**

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

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

**Hourly Rate: \$228/Hour**

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

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

**Hourly Rate: \$176/Hour**

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

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

**Hourly Rate: \$149/Hour**

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



## TRAINING TERMS AND CONDITIONS

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

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

### RECITALS

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

### ARTICLE 1—TRAINING DESCRIPTION

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

### ARTICLE 2—ESRI'S RESPONSIBILITIES

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

### ARTICLE 3—CLIENT'S RESPONSIBILITIES

- Client must ensure the protection of Esri's copyrights. Client shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s).
- Client must not resell seat(s) to an Esri training class, unless explicitly authorized in writing by Esri.
- Client must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training Web site.
- Client must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Client submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- U.S. government export control laws and regulations prohibit U.S. persons from engaging in transactions with certain denied persons found on various U.S. Government Denied Persons lists (e.g., U.S. Department of the Treasury's Specially Designated Nationals List, U.S. Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Client must submit to the Esri Training Event Assistant a list of the names of Students that are to attend any training class. Client must submit the list of Student names to Esri at least three (3) business days before the class start date. Any Student that is found on any of the various U.S. Government Denied Persons lists will not be permitted to attend training.
- Client is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to U.S. government export regulation requirements, course scheduling changes, or cancellations.
- Client must provide written notice to Esri's Customer Service of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.

- Client is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri.
- If the Esri Mobile Lab is utilized at Client's site, then the following terms will apply:
  - Upon receipt, Client must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant
  - Client must keep the Mobile Lab in a secure, locked area between class sessions
  - Client must ensure that only registered Students use the Mobile Lab equipment
  - Client is responsible for any and all loss of, damage to, or theft of the Mobile Lab while in Client's possession.
  - Client warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law.
  - The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
  - Client shall make the Mobile Lab available for freight pickup immediately on conclusion of the Esri course(s)
- Client must complete and submit an Esri Client Site Training Request Form, as provided by the Training Event Assistant.

#### ARTICLE 4—INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

## **ARTICLE 6—SOFTWARE LICENSES**

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

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

Client may cancel or reschedule Student attendance in training up to three (3) working days before the scheduled class start date. In the event of a cancellation, Client will reimburse Esri for any reasonable travel and shipping expenses incurred by Esri. In the event Client does not notify Esri at least three (3) days prior to the scheduled training date, Client will be charged the full amount of the Student enrollment or the entire training class

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

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

Students may transfer from one scheduled Esri Learning Center class to another up to two (2) times at no additional charge. Subsequent transfers may be assessed an additional nonrefundable transfer fee.

Student substitutions, when a Student's place in class is filled by another person from the same organization, are allowed provided that Esri Customer Service is notified three (3) business days in advance of the class start date

## **ARTICLE 8—PAYMENT**

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

If payment is made in the form of a purchase order, Esri shall invoice Client upon completion of each training course or immediately upon receipt of purchase order, as mutually agreed upon with the Client. Client shall make payment no later than thirty (30) days after receipt of invoice. If the Client is invoiced and pays that invoice prior to the scheduled class, then the Client has one (1) calendar year (twelve [12] consecutive months) from the date of the invoice to consume the prepaid monies. Thereafter, all prepaid fees are forfeited.

## **ARTICLE 9—CONFIDENTIAL INFORMATION**

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

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

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

## **ARTICLE 11—FORCE MAJEURE**

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

party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

#### **ARTICLE 12—WARRANTY**

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

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

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

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

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

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

#### **ARTICLE 15—TAXES**

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

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

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

#### **ARTICLE 17—GOVERNING LAW**

This Agreement is governed by and construed in accordance with the laws of the state in which training is being held without reference to its conflict of laws principles

#### **ARTICLE 18—ENTIRE AGREEMENT**

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