



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
**Master Agreement**

Order Date: 2018-08-09

CORRECT ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS  
 ORDER SHOULD BE DIRECTED TO  
 THE DEPARTMENT CONTACT.

<b>Order Number:</b> CMA 0212 0212 ESRI19	<b>Procurement Folder:</b> 482216
<b>Document Name:</b> SWC for "ESRI" Environmental Systems Research Institute, Inc	<b>Reason for Modification:</b>
<b>Document Description:</b> ESRI Software Suite MPA No. 325267	
<b>Procurement Type:</b> Central Sole Source	
<b>Buyer Name:</b> Mark A Atkins	
<b>Telephone:</b> (304) 558-2307	
<b>Email:</b> mark.a.atkins@wv.gov	
<b>Shipping Method:</b> Best Way	<b>Effective Start Date:</b> 2018-08-15
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b> 2020-08-14

VENDOR	DEPARTMENT CONTACT
<b>Vendor Customer Code:</b> 000000232331 ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST  REDLANDS CA 923734630  US <b>Vendor Contact Phone:</b> (888) 377-4575 <b>Extension:</b> <b>Discount Percentage:</b> 0.0000 <b>Discount Days:</b> 0	<b>Requestor Name:</b> Larry McDonnell <b>Requestor Phone:</b> (304) 558-9999 <b>Requestor Email:</b> larry.d.mcdonnell@wv.gov  <div style="text-align: center; font-size: 2em; font-weight: bold;">19</div> <b>FILE LOCATION</b> _____

INVOICE TO	SHIP TO
ALL STATE AGENCIES  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Purchasing Division's File Copy

Total Order Amount	Open End
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8-10-18  
 BOA

MA 08/10/2018

<b>PURCHASING DIVISION AUTHORIZATION</b> <b>SIGNED BY:</b> <i>Tara...</i> <b>DATE:</b> 8/10/18 <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> <b>SIGNED BY:</b> <i>[Signature]</i> <b>DATE:</b> <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ENCUMBRANCE CERTIFICATION</b> <b>SIGNED BY:</b> <i>Beverly Tolson</i> <b>DATE:</b> 8-20-18 <b>ELECTRONIC SIGNATURE ON FILE</b>
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**Extended Description:**

The Vendor: Environmental Systems Research Institute Inc. (ESRI) agrees to enter this Statewide "Open-End" Contract to supply software licenses, version upgrades, for State agencies utilizing GIS software, per the Sole Source Determination posted 05/31/2018 the Vendor's State of West Virginia MPA Price List E418M-2Q2018v2, per the attached documentation.

**ORDERING INSTRUCTIONS:**

An ADO must be created in Oasis with the appropriate documentation included or attached.

- . Name or identification of Licensee, place of delivery, and the end-user name and contact information.
- . Purchase Order Number
- . Primary site for maintenance if primary maintenance is not ordered.
- . Quantity, description, and unit price.
- . On face of the purchase order, the following printed statement: "Subject to Master Purchase Agreement No. 325267".

Email completed ADO and documentation to mballesteros@esri.com and copy service@esri.com

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43232510			EA	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** ESRI Software suite, support, maintenance, and training

**Extended Description:**

See attached MPA Price List E418M-2Q2018v2 for Contract Items and Pricing.

## ADDENDUM TO ESRI AGREEMENT WITH THE STATE OF WEST VIRGINIA

Environmental Systems Research Institute, Inc. ("Esri") and the State of West Virginia ("State") agree that this addendum amends all documents included in the agreement between Esri and the State, identified as Agreement No. 325267, and any other documents incidental thereto.

The Parties Agree as follows:

1. **Order of Precedence:** Any references to an order of precedence are hereby deleted to the extent that they conflict with this provision. The order of precedence for documents included in this contract shall be as follows: This Addendum to Esri Agreement with the State of West Virginia will be first in priority over all other documents contained in this contract. The WV-96 and WV-96A Agreement Addendums attached hereto as Exhibit A will be second in priority. Finally, all Esri documents attached hereto as Exhibit B shall be third in order of priority or lower as that priority order is established within the Esri documents.
2. **Professional Services:** All references to "Professional Services" are hereby deleted. These services must be competitively bid through the Purchasing Division.
3. **Managed Cloud Services:** All references to "Esri Managed Cloud Services (EMCS)" are hereby deleted. These services must be competitively bid through the Purchasing Division.
4. **Training:** All references to "Training" are hereby deleted. These services must be competitively bid through the Purchasing Division.
5. **Enterprise Advantage Program:** All references to "Esri Enterprise Advantage Program" and/or "EEAP" are hereby deleted. These services must be competitively bid through the Purchasing Division.
6. **Additional Quotes:** All references to "additional quotes" are hereby deleted. Esri may only provide goods and services at the prices listed in this contract.
7. **Hardware:** All references to "hardware" and to "the sale of hardware" are hereby deleted. Hardware will not be sold under this Contract.
8. **Custom Software and Application Services:** All references to "Custom Software and Application Services" are hereby deleted. These services must be competitively bid through the Purchasing Division.
9. **Training Services:** All references to "Training Services" are hereby deleted. These services must be competitively bid through the Purchasing Division.
10. **Confidentiality:** All references to nondisclosure or confidentiality of this contract and corresponding documents that comprise the contract (including price lists) are hereby deleted. State contracts are public documents subject to the West Virginia Freedom of Information Act and contract disclosure laws and will be disclosed to the public through posting to the Purchasing Division's website, in hard copy or other electronic form to be provided by the the Purchasing Division.

- 11. Conflicting Terms in Unsigned Documents:** The State does not agree to any terms contained in unsigned documents that conflict with this Addendum or the WV-96 and WV-96A Agreement Addendums.
- 12. Changes to Certain Documents:** The State and Esri agree that:
- a. New or updated Software or Esri Data may require that additional and/or revised terms and conditions be incorporated into Esri documents. Any such additional and/or revised terms and conditions will be mutually agreed to by the parties and added to and incorporated in this Agreement by written amendment(s) to this Agreement. Esri will provide thirty (30) days advanced written notice of such changes. Licensee shall not install new or updated Software or Esri Data, and is not authorized to use or access new or updated Software or Esri Data until a written amendment incorporating such additional and/or revised terms is fully-executed by the parties. If the parties cannot agree on such changes, the Licensee may continue to use previously licensed version of the Software and/or Esri Data under the terms and conditions previously agreed to at the time the Licensee entered into the relevant agreements. This requirement will not apply to the Esri Price List, which shall be updated in accordance with Section 9.1 Pricing in Master Purchase Agreement No. 325267.
  - b. Licensee's use of Data licensed by a party other than Esri and furnished by Esri hereunder ("Third Party Data") shall also be subject to the terms of the third party licensor's license terms accompanying the Third Party Data or posted on the Third Party Data licensor's web site, as such license terms may be updated from time to time by the Third Party Data licensor. Notwithstanding the foregoing, the State does not agree to any terms contained in unsigned third-party documents that conflict with this Addendum to Esri Agreement with State of West Virginia or, the WV-96 and WV-96A Agreement Addendums. New or updated Third Party Data may require that additional and/or revised Esri authored terms be incorporated and such additional and/or revised Esri authored terms will be mutually agreed to by the parties and added to and incorporated in this Agreement by written amendment(s) to this Agreement. Esri will provide thirty (30) days advance written notice of Esri authored changes to the terms. Licensee shall not install new or updated Third Party Data, and is not authorized to use or access new or updated Third Party Data until a written amendment incorporating Esri authored additional and/or revised terms is fully-executed by the parties. If the parties cannot agree on such changes, the Licensee may continue to use previously licensed version of the Software and/or Esri Data under the terms and conditions previously agreed to at the time the Licensee entered into the relevant agreements.
- 13. Privacy:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>, attached hereto and made part of this Agreement, as amended by the attached Privacy Addendum.

a. WV Confidentiality Policy section 4.4 is replaced with the following:

4.4 If there is an incident that involves theft, loss, or compromise of State Confidential Information, the following reporting and/or actions may be taken by the vendor, on its own behalf, or on behalf of its subcontractor:

4.4.1 If the event involves a theft, or is incidental to another crime, appropriate law enforcement officials may be notified and a police report may be generated to document the circumstances of the crime, with a goal to establish whether the crime involved a motive to obtain the sensitive data. A copy of the police report may be forwarded in accordance with 4.4.2.3.

14. **Antitrust:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

15. **Background Check:** The State may request that a Service providers' employees complete a criminal background check prior to accessing sensitive or critical information or being present at the Capitol complex. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.


The Parties are signing this Addendum on the date stated below the signature.

Environmental Systems Research  
Institute, Inc.  
("Vendor" or "Esri")

By:   
Its: Timothy Brazeal  
Manager, Commercial & Government Contracts


Date: July 27, 2018

State Agency

By:   
Its: Bascombe Blake  
Director and State Geologist


Date: July 31, 2018

WV Attorney General's Office

By:   
Its: Deputy Attorney General

Date: 8/20/18

WV Purchasing Division

By:   
Its: Director

Date: 08/03/18

**Notice of State of West Virginia  
Confidentiality Policies and Information Security Accountability Requirements**

**1.0 INTRODUCTION**

The Executive Branch has adopted privacy and information security policies to protect confidential and personally identifiable information (hereinafter all referred to as Confidential Information). This Notice sets forth the vendor's responsibilities for safeguarding this information.

**2.0 DEFINITIONS**

- 2.1 Breach** shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.
- 2.2 Confidential Information**, shall include, but is not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account number, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, employee marital status, employee maiden name, etc.
- 2.3 Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

**3.0 BACKGROUND**

Agencies maintain Confidential Information, including, but not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account numbers, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, etc. Federal laws, including, but not limited to, the Health Insurance Portability and Accountability Act, the Privacy Act of 1974, Fair Credit Reporting Act and State laws require that certain information be safeguarded. In some situations, Agencies delegate, through contract provisions, functions to vendors that involve the vendor's collection, use and/or disclosure of Confidential Information. WV State government must take appropriate steps to ensure its compliance with those laws and desires to protect its citizens' and employees' privacy, and therefore, must require that its vendors also obey those laws.

Utilization of safeguards can greatly minimize potential exposure to sensitive information, and vendors are expected to adhere to industry standard best practices in the management of data collected by, or on behalf of, the State, and in the vendor's possession for a business purpose. Even when sound practices and safeguards are in use, exposures can occur as the result of a

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theft, loss, or compromise of data, or systems containing data. At these times, vendors must be accountable for the loss of data in their possession by ***immediately reporting*** the incident surrounding the loss, and by absorbing any cost associated with the appropriate response actions deemed by the State to be reasonable and necessary. Additional vendor funding may be needed for required activities, such as: rapid notification to affected persons, and provision of a call center to handle inquiries. Notification and call handling will use a State-specified method, format, language, and personnel staffing level.

**4.0 POLICY**

- 4.1 All vendors for the Executive Branch of West Virginia State government shall sign both the RFP or RFQ, as applicable, and the Purchase Order which contain the confidentiality statement, incident response accountability acknowledgement, and adopt this policy by reference.
- 4.2 Vendors must contact the Privacy Officer of the Agency with which they are contracting to obtain Agency-specific privacy policies, procedures and rules, when applicable.
- 4.3 For vendors' information, Agencies generally require at least the following minimum standards of care in the handling of their Confidential Information:
  - 4.3.1 Confidential Information shall only be used or disclosed for the purposes designated in the underlying contract and at no time shall it be disclosed or used for a personal, non-work or non-contract related reason, unless specifically authorized in writing by the Agency.
  - 4.3.2 In all circumstances, vendors shall have no ownership rights or interests in any data or information, including Confidential Information. All data collected by the vendor on behalf of the Agency, or received by the vendor from the Agency, is owned by the Agency. There are no exceptions to this provision.
  - 4.3.3 In no circumstance shall a vendor use Confidential Information, or data, in any way detrimental to the Agency or to any individual whose records reside in the vendor's control. This prohibition shall not be construed to curtail a vendor's whistleblower rights under Federal and State law. If, in the process of making a good faith report under the provisions of W. Va. Code § 6C-1-1 et seq. or the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), (Pub. L. No. 104-191) as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the Federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA") or any other relevant whistleblower law, a vendor finds it necessary to

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disclose Confidential Information to an appropriate authority in accordance with those statutes, the disclosure will not be treated as a Breach of the Agency's security, privacy or confidentiality policies, as long as the confidential nature of the information is explicitly conveyed to the authorized recipient.

- 4.3.4 The State may periodically monitor and/or audit use of the information systems and other record-keeping systems at a vendor location or a State location in an effort to ensure compliance with this policy. In addition, the State may audit, and require strengthening of, vendor policies and/or practices as they impact security of State data within the vendor's possession.
- 4.3.5 Any collection, use or disclosure of information that is determined by the Agency to be contrary to the confidentiality statement, law or Agency policy may result in termination of the underlying contract.
- 4.3.6 The confidentiality and incident response accountability statement contained within the RFP or RFQ, as applicable, and the Purchase Order shall survive termination of the underlying contract.
- 4.4 If there is an incident that involves theft, loss, or compromise of State Confidential Information, the following reporting and/or actions must be taken by the vendor, on its own behalf, or on behalf of its subcontractor:
  - 4.4.1 If the event involves a theft, or is incidental to another crime, appropriate law enforcement officials shall be notified and a police report generated to document the circumstances of the crime, with a goal to establish whether the crime involved a motive to obtain the sensitive data. A copy of the police report will be forwarded in accordance with 4.4.2.3.
  - 4.4.2 Notification of Breach.
    - 4.4.2.1 Upon the **discovery** of Breach of security of Confidential Information, if the Confidential Information was, or is reasonably believed to have been, acquired by an unauthorized person, the vendor shall notify the individuals identified in 4.4.2.3 immediately by telephone call plus e-mail, web form or fax; or,
    - 4.4.2.2 Within 24 hours by e-mail or fax of any **suspected** Security Incident, intrusion or unauthorized use or disclosure of Confidential Information, in violation of the underlying contract and this Notice, of **potential** loss of confidential data affecting the underlying contract.
    - 4.4.2.3 Notification required by the above two sections shall be provided to:



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(1) the Agency contract manager whose contact information may be found at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and,  
(2) unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov).

- 4.4.2.4** The vendor shall immediately investigate such actual or suspected Security Incident, Breach, or unauthorized use or disclosure of Confidential Information. Within 72 hours of the discovery, if an actual Breach has occurred, the vendor shall notify the individuals identified in 4.4.2.3 of the following: (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data); (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or Confidential Information; (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized; (d) A description of the probable causes of the improper use or disclosure; and (e) Whether any Federal or State laws requiring individual notifications of Breaches are triggered.
- 4.4.2.5** Agency will coordinate with the vendor to determine additional specific actions that will be required of the vendor for mitigation of the Breach, which may include notification to the individual or other authorities.
- 4.4.2.6** All associated costs shall be borne by the vendor. This may include, but not be limited to costs associated with notifying affected individuals.
- 4.5** The State may require that a vendor provide evidence of adequate background checks, including a nationwide record search, for individuals who are entrusted by the vendor to work with State information.
- 4.6** The State requires that any vendor taking possession of State data have comprehensive policies and practices to adequately safeguard that information, and further that the sensitivity of the information is clearly identified and documented in writing, with signed acknowledgement by the vendor that the sensitivity is understood, before it is conveyed to the vendor. Vendor policy should articulate all safeguards in place for the State information, including provisions for destruction of all data, including backup copies of the data, at the end of the vendor's legitimate need to possess the data. All State-owned media containing State information will be returned to the State when no longer legitimately needed by the vendor.
- 4.7** All vendor owned devices that contain or transport any State Confidential Information must be encrypted using the AES algorithm, and an industry

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standard methodology. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.

**Privacy Addendum**

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## PRIVACY ADDENDUM

### DEFINITIONS

**"Breach"** shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.

**"Confidential Information"** shall include, but is not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account number, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, employee marital status, employee maiden name, etc.

**"Security Incident"** means any known successful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

The Agreement is hereby amended to include the following language regarding Protected and Controlled information:

1. Licensee shall not use ArcGIS Online Services to upload, store, or process sensitive personally identifiable information (PII) including social security numbers, driver's license numbers, protected health information (i.e., any information that would be termed "protected health information" under the provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) ("PHI"), unclassified controlled technical information as described in Defense Federal Acquisition Regulation Supplement 252.204-7012 ("UCTI"), Federal or State Tax Information, Payment Card Industry data, FERPA data or any information controlled by International Traffic in Arms Regulations ("ITAR") under this Agreement. These data shall be termed sensitive PII.
2. The parties shall not exchange, deliver or grant access to sensitive PII under this Agreement unless: (i) the disclosing party first provides written notice of its intention to deliver such protected information to the receiving party, (ii) receives prior written consent from the intended recipient party that it will accept such protected information (iii) the parties agree on designated person(s) for the recipient party as the only people who can accept delivery of such protected information and (iv) any legally required agreement is executed by both parties. For the avoidance of doubt, consent to receive any protected information is in the sole discretion of the intended recipient and refusal to provide such consent shall not be a breach or default under this Agreement. Any required privacy or protected information related notice or consent request from the State of West Virginia must be sent to the attention of the Director of Contracts & Legal, Earl, 380 New York, Redlands, CA 92373.

The Agreement is hereby amended to modify the following sections of the Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements (hereinafter "WV Confidentiality Policy"):

1. The WV Confidentiality Policy section 3.0, second paragraph, is modified as follows:

Utilization of safeguards can greatly minimize potential exposure to sensitive information, and Esri is expected to adhere to industry standard practices in the management of data collected by, or on behalf of, the State, and in Esri's possession for a business purpose. Even when sound practices and safeguards are in use, exposures can occur as the result of theft, loss, or compromise of data, or systems containing data. At these times, Esri must be accountable for the loss of State's data in their possession by immediately reporting the incident to the State surrounding the loss, and by absorbing any costs associated with the appropriate response actions, which are reasonable given the circumstances. Esri will be responsible for costs of the remediation efforts to Esri's systems that are selected for implementation by Esri. Notification and call handling may use an industry standard method, format, language, and personnel staffing level. Immediately reporting shall mean that Esri will make commercially reasonable efforts to report the incident as soon as the incident is discovered but no later than 24 hours after discovery.

2. WV Confidentiality Policy section 4.1 is replaced with the following:

Esri shall sign the Purchase Order which contains and/or signifies an acceptance of the confidentiality statement, incident response accountability acknowledgement, and adopt this policy by reference.

3. WV Confidentiality Policy section 4.2 is replaced with the following:

Esri shall comply with Executive Branch Privacy Policies as reflected below in this addendum as follows:

With respect to the WV Executive Branch Accountability Policy Esri shall:

- Maintain the Chief Privacy Officer role with the responsibility of operating the corporate privacy program, as outlined in the Esri privacy policy at <http://www.esri.com/legal/privacy>. Evidence of maintaining this program shall be provided through Esri's continued certification for Safe Harbor compliance and/or its equivalent;
- Deliver privacy awareness training to all members of its workforce;
- Ensure that all members of the workforce sign an appropriate confidentiality agreement. Ensure that all relevant subcontractor contracts contain appropriate confidentiality terms;
- Apply appropriate sanctions against members of the workforce, vendors and all other individuals performing functions on behalf of Esri, who fail to comply with the Esri's privacy policies and procedures; and,

- Maintain compliance processes to monitor and ensure conformity with policies and procedures regarding safeguarding information and offer a mechanism by which Esri's workforce can address privacy concerns.

With respect to the WV Executive Branch Consent Policy, Esri shall:

- Maintain its policy, as reflected in its Privacy Statement found at <http://www.esri.com/legal/privacy-arcgis>, and,
- Not collect, use or disclose PII in a manner inconsistent with its Privacy Statement, unless it has first obtained the Individual's additional consent for the use or disclosure or the additional use is required by law.

With respect to the WV Executive Branch Minimum Necessary and Limited Use Policy, Esri shall:

- Limit the collection, and disclosure of PII to its legal authority. Additionally, Esri should only collect or disclose those elements of PII that are reasonably needed to accomplish a legitimate objective, except where law or public policy directs otherwise.

With respect to the WV Executive Branch Notice Policy, Esri shall:

- Maintain an ArcGIS Online privacy policy stated in the link: <http://www.esri.com/legal/privacy-arcgis>.

With respect to the WV Executive Branch Security Safeguards Policy, Esri shall:

- Maintain reasonable security and ensure compliance with NIST Special Publication 800-53;
- Continue to maintain its security safeguards for ArcGIS Online in accordance with the FISMA guidelines for a LOW categorized system. Esri will continue to maintain its current FISMA accreditation to reflect this effort, or provide equivalent evidence to the same.

Esri shall comply with all applicable state and federal privacy laws. Esri shall sign applicable privacy agreements, including but not limited to the WV Business Associate Agreement, if applicable, or Esri shall not access sensitive PII or other confidential data. Esri must work with WVOT and the Agency Privacy Officer to determine which Privacy policies/agreements and NDA agreements require signature.

4. WV Confidentiality Policy section 4.3.4 is replaced with the following:

In an effort to ensure compliance with this policy, Esri will provide assurance reports which will be based on an independent audit of Esri's information systems and security safeguards, or internal documentation showing the same. In addition, the State may request strengthening of, Esri policies and/or practices as they impact security of State data within the Esri's possession. Esri will work with the State in good faith to meet this objective.

5. WV Confidentiality Policy section 4.3.5 is modified as follows:

Esrri may collect Agency Information as part of a technical support call. Esrri may only collect the minimum agency information necessary to provide the technical support and the collected data will not be used for any other purposes such as marketing or data mining. Any collection, use or disclosure of information that is determined by the Agency to be contrary to the confidentiality statement, law or Agency policy may result in termination of the underlying contract.

6. WV Confidentiality Policy section 4.3.6 is modified as follows:

The confidentiality and incident response accountability statements incorporated by reference or contained in the Purchase Order shall survive termination of the underlying contract until all confidential information has been returned, destroyed or rendered inaccessible. The State will work with Esrri for the return, destruction or rendering inaccessible of confidential information within 90 days of the termination of the contract.

7. WV Confidentiality Policy section 4.4.2 is modified as follows:

4.4.2.1 Upon the discovery of Breach of security of Confidential Information, if the Confidential Information was, or is reasonably believed to have been acquired by an unauthorized person, Esrri shall make reasonable efforts to notify the individuals identified in 4.4.2.3 immediately, but in no event later than 24 hours by e-mail, web form or fax; Esrri will also contact the State by telephone call if the Breach is limited to only Confidential Information under the control of the State and does not involve any other third party Confidential Information; or,

4.4.2.2 Within 24 hours e-mail, web form or fax if there is a reasonable suspicion, or ongoing investigation of a Security Incident; or an intrusion or unauthorized use or disclosure of Confidential Information; Esrri will also contact the State by telephone call if the Breach is limited to only Confidential Information under the control of the State and does not involve any other third party Confidential Information.

4.4.2.3 For Breaches only involving State Confidential Information, notification required by the above two sections shall be provided to: (1) the Agency contract manager whose contact information may be found at [www.state.wv.us/edmi/buyorders/procurement.htm](http://www.state.wv.us/edmi/buyorders/procurement.htm) and, (2) unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov). For Breaches involving multiple customers, Esrri will provide notification using the organizational contact information on file. Esrri's mass notification process is unable to accommodate additional points of contact for this type of notification.

4.4.2.4 Esrri shall immediately investigate such actual or suspected Security Incident, Breach, or unauthorized use or disclosure of Confidential Information. Esrri will coordinate with appropriate parties to investigate the security breach and take commercially reasonable

steps for remediation based on Esri's assessment of risk. Within 72 hours of the discovery, if an actual Breach has occurred, Esri shall notify the individuals identified in 4.4.2.3 of the following (to the extent that Esri has the information): (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data); (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or Confidential Information; (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized; (d) A description of the probable causes of the improper use or disclosure; and (e) Whether any Federal or State laws requiring individual notifications of Breaches are triggered.

4.4.2.5 Agency will coordinate with Esri to determine additional specific actions that will be required of Esri for mitigation of the Breach, which may include notification to the individual or other authorities. Agency may use its option to terminate if it does not agree with Esri's plan of action for mitigation. Esri will provide updates to Licensee with applicable information on a mutually agreed upon schedule. Esri agrees that it shall not inform any third party of breach of customer's information and data without first obtaining customer's prior written consent, unless required by law or court order.

8. WV Confidentiality Policy section 4.7 is replaced with the following:

All Esri owned mobile devices that contain or transport any State Confidential Information must be encrypted using an industry standard AES-256 bit encryption methodology.

9. Right to Audit

Upon the Licensee's written request, Esri may provide to the Licensee applicable security information that describes Esri's information security program in relation to products and/or services being provided by Esri pursuant to this Agreement. Available security information may include attestations (e.g. Cloud Security Alliance's (CSA) Cloud Control Matrix (CCM) and Standard Information Gathering (SIG) Questionnaire), third party audits (e.g. Statement on Standards for Attestation Engagements (SSAE) No. 16 audit report) and/or accreditations (e.g. FISMA and FedRAMP).



Exhibit A – WV-96 and WV-96A

## AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia, except that US federal law shall govern in matters of intellectual property. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears, except for software licenses and maintenance which can be paid monthly or annually in advanced.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default. Notwithstanding the foregoing, services that have been paid for during the term of this agreement may be rendered through the performance date set forth in those services orders.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement. Notwithstanding the foregoing, Vendor reserves the right to assign the agreement based on a sale of all or substantially all of its assets, without the written consent of the Agency.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property. EXCEPT AS PROVIDED IN ARTICLE 5 OF ESRJ'S General License Terms and Conditions - INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF ESRJ, 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 TWO (2) TIMES THE DOLLAR VALUE PAID BY VENDOR TO THE STATE OF WEST VIRGINIA UNDER THE CONTRACT IN THE PRECEDING 12 MONTHS OR \$750,000.00, WHICHEVER IS GREATER. HOWEVER, ANY LIMITATION IS NULL AND VOID TO THE EXTENT IT PRECLUDES ANY ACTION FOR INJURY TO PERSONS OR DAMAGE TO PERSONAL PROPERTY.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

Spending Unit: WV Geological Survey  
Signed: Boscombe Blake  
Boscombe Blake  
Title: Director and State Geologist  
Date: July 31, 2018

**VENDOR**  
**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.**

Company Name: \_\_\_\_\_  
Signed: TB  
Title: Timothy Brazeal  
Manager, Commercial & Government Contracts  
Date: July 27, 2018

## Exhibit B – ESRI Documents

# Master Purchase Agreement



Agreement No. 325267

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

This Agreement is composed of the following documents:

1. Master Purchase Agreement signature page, E500
2. State and Local MPA Terms and Conditions, E500
3. General License Terms and Conditions, E204
4. Esri Exhibit 1, Scope of Use, E300
5. Esri MPA Price List, TBD

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

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

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

STATE OF WEST VIRGINIA  
(Customer)

By: Bascombe M Blake J  
Authorized Signature

Printed Name: Bascombe Blake

Title: Director and State Geologist

Date: July 31, 2018

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC.  
(Esri)

By: Timothy Brazeal  
Authorized Signature

Printed Name: Timothy Brazeal  
Manager, Commercial & Government Contracts

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

Date: July 27, 2018

### Customer Contact Information

Contact: MARK ATKINS  
WV PURCHASING DIVISION

Address: 209 WASHINGTON STREET EAST

City, State, ZIP: CHARLESTON, WV 25305

Telephone: 304-558-2307

Fax: 304-558-4115

Email: MARK.A.ATKINS@WV.GOV

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

**ARTICLE 1—DEFINITIONS**

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

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

**ARTICLE 2—TERM OF AGREEMENT**

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

**ARTICLE 3—PRODUCT OFFERINGS**

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

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

**3.3 Enterprise Agreement.** An Enterprise Agreement is a multiyear offering for a package of Esri Offerings and additional license deployment grants, tailored to the Authorized Entity. When an Enterprise Agreement is requested, Esri will prepare a proposal letter for the Authorized Entity, which will include the Esri Offerings package, price, duration, and quantity. The Authorized Entity may purchase an Enterprise Agreement under the terms and conditions of this MPA and the additional terms and conditions for the Enterprise Agreement. The additional terms and conditions for the Enterprise Agreement will be between the Authorized Entity and Esri. The Enterprise Agreement option is included in the MPA Price List.

**ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE**

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

## ARTICLE 5—TERMINATION; CANCELLATION

### 5.1 Termination

- a. **Termination for Convenience.** This Agreement may be terminated by either party upon forty-five (45) days' written notice. Esri, at its sole election, may terminate the right of any Authorized Entity to participate in this Agreement in accordance with this provision without terminating this Agreement with respect to Customer or any other Authorized Entity.
- b. **Termination for Material Breach.** Without prejudice to any other right or remedy available, this Agreement may be terminated for material breach, provided the breaching party is given thirty (30) days' written notice. Termination of this Agreement shall be effective upon written notice to Licensee if Licensee discloses any trade secret or other information proprietary to Esri in breach of this Agreement.
- c. **Licensee Obligations upon Termination.** On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. After termination, Licensee shall no longer be permitted to place orders under this Agreement.
- d. **License Survival.** Upon expiration of this Agreement or voluntary termination of this Agreement, Licensee may continue to retain and use such licensed Products in accordance with the License Agreement. Licensee may then directly and separately contract for Product maintenance.

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

## ARTICLE 6—NO MINIMUM PURCHASE

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

## ARTICLE 7—ORDERS

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

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

- a. Name or identification of Licensee, place of delivery, and the end-user name and contact information
- b. Purchase order number
- c. Primary site for maintenance if primary maintenance is *not* ordered
- d. Quantity, description, and unit price
- e. On the face of the purchase order, the following printed statement: "Subject to Master Purchase Agreement No. 325267."

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

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

## ARTICLE 8—RESERVED

## ARTICLE 9—PRICING

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

**9.2 Custom Software and Application Services.** Custom software and application services are available on a time and materials or firm fixed price basis via a signed task order. The Custom Software, Technical Data, and Assistance License Addendum (E600) and the Time and Material Rate Schedule together comprise the applicable terms, staffing, and hourly labor rates (hourly rates applicable only for time and materials projects) for any such work to be performed under this Agreement. Labor rates are subject to annual escalation in January of each year. The scope of work and any additional terms are subject to mutual agreement in the task order. Information and arrangements regarding Custom Software and Application Services are available from the Implementation Services Program Manager, at 909-793-2853, extension 1546.

**9.3 Training Services.** Training will be provided in accordance with the policies defined at <http://www.esri.com> and the General License Terms and Conditions (E204) incorporated herein. Training prices are subject to annual escalation, not to exceed seven and one-half percent (7.5%) in January of each year.

**9.4 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 Products can be arranged. Shipping and handling charges may be confirmed in advance; the Esri invoicing program will incorporate the current fees automatically. There may be periodic changes due to fluctuations in the transportation industry fees.

## ARTICLE 10—MAINTENANCE

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

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

## ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

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

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

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



## ARTICLE 12—GENERAL PROVISIONS

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

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

Licensee Contact:

See signature page (E500)

Esri Contact:

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

## ARTICLE 13—CONFIDENTIALITY

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

This Article survives the expiration or termination of this Agreement.

## ARTICLE 14—FORCE MAJEURE

If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyber attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

# Master Agreement



Agreement No. 325267

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

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

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

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

STATE OF WEST VIRGINIA  
(Customer)

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC. (Esri)

Legal Address: 1 Mont Chateau Rd. Morgantown, WV

380 New York Street, Redlands, CA 92373-8100

By: Bascombe m Blake Jr  
Authorized Signature

By: T-B  
Authorized Signature

Printed Name: Bascombe Blake

Printed Name: Timothy Brazeal  
Manager, Commercial & Government Contracts

Title: Director and State Geologist

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

Date: July 31, 2018

Date: July 27, 2018

### Customer Contact Information

Contact: MARK ATKINS  
WV PURCHASING DIVISION

Telephone: 304-558-2307

Address: 209 WASHINGTON STREET EAST

Fax: 304-558-4115

City, State, ZIP: CHARLESTON, WV 25305

Email: MARK.A.ATKINS@WV.GOV

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

## 1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

## 2.0 SOFTWARE

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

- a. **Concurrent Use License.** Customer may install and use the Software on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- b. **Deployment License.** Customer may incorporate ArcGIS Runtime components in Value-Added Applications and distribute the Value-Added Applications to Customer's end users.
- c. **Deployment Server License.** Customer may use the Software under a Server License for all uses permitted in the Agreement and as described in the Documentation.
- d. **Development Server License.** Customer may use the Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- e. **Development Use.** Customer may install and use the Software to build and test Value-Added Applications as described in the Documentation.
- f. **Dual Use License.** Customer may install the Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- g. **Failover License.** Customer may install Software on redundant systems for failover operations; but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- h. **Redistribution License.** Customer may reproduce and distribute the Software provided that
  1. Customer reproduces and distributes the Software in its entirety;
  2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
  3. Customer reproduces all copyright and trademark attributions and notices; and
  4. Customer does not charge a fee to others for the use of the Software.
- i. **Server License.** Customer may install and use the Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use, each Server License includes a Failover License.
- j. **Single Use License.** Customer may permit a single authorized end user to install and use the Software on a single computer. Customer may permit the single authorized end user to install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- k. **Staging Server License.** Customer may use the Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

## 2.2 Permitted Uses

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

aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use.

4. Move the Software in the licensed configuration to a replacement computer;
  5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
  6. Use server Software for Commercial ASP Use only if Customer has procured a Commercial ASP Use license or is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in Documentation.
  - c. Customer may use all fonts provided with the Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
  - d. Esri publishes Product-specific Software terms of use at <http://www.esri.com/legal/scope-of-use>

### 3.0 ONLINE SERVICES

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

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

**3.2 Online Services Descriptions.** Esri publishes Online Services subscription-specific terms of use at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.

### 3.3 Access to Value-Added Applications

- a. Named Users have unique, individual login credentials. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users.
- b. Customer may use its Online Services subscription to build Value-Added Applications for internal use by Named Users in accordance with the published Online Services descriptions.
- c. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Online Services subscription.
- d. Customer may not add third parties as Named Users to Customer's Online Services subscription. This restriction does not apply to third parties included within the definition of Named Users.
- e. Customer may not provide a third party with access to ArcGIS Online Services enabled through Customer's ArcGIS Online subscription other than through Customer's Value-Added Applications. This restriction does not apply to third parties included within the definition of Named Users.
- f. Customer may enable Anonymous Users to access Customer's Value-Added Applications running under Customer's own subscription, subject to the following terms:
  1. Customer may charge for such access under subscription types that permit use for commercial retail business purposes.
  2. Customer may embed an App Login Credential into Value-Added Applications to enable public use by Anonymous Users but may not embed a Named User Credential.

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

#### **3.4 Customer's Responsibilities**

- a. Customer is solely responsible for the development and operation of Customer Content and Value-Added Applications and for its Named Users' compliance with this Agreement. Customer and its Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Customer's subscription. Named Users' login credentials are for designated Named Users only and may not be shared with other individuals. Customer may reassign a Named User License if the former Named User no longer requires access to Online Services.
- b. Customer must include attribution acknowledging that its application uses Esri Online Services, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.
- c. Customer will ensure that Customer Content is suitable for use with Online Services and will maintain regular offline backups using the Online Services export and download capabilities

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

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

**3.7 Sharing Customer Content.** If Customer elects to share Customer Content using Sharing Tools, then Customer acknowledges that Customer has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools or Online Services, Customer Content, ArcGIS Website, Documentation, or related materials. Customer's use of Sharing Tools is at Customer's sole risk.

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

## 4.0 DATA

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

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

## 4.2 Permitted Uses

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

## 4.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use the Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data*. Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data*. Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
  1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
  2. Synchronized multivehicle routing; or
  3. Synchronized route optimization.
- e. *Business Analyst Data*. Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses*: If Customer orders a subset of a dataset (for example, a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Esri MapStudio Data*. Customer may create, publicly display, and distribute maps in hard-copy or static electronic format for news-reporting purposes only.
- h. *Michael Bauer Research International Boundaries Data ("MBR Data")*: Customer's right to use data downloaded to the Customer's premises (e.g. MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

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

#### **5.0 MAINTENANCE**

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

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



## ATTACHMENT A GLOSSARY OF TERMS

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

**"Affiliate"** means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party; where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

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

**"ArcGIS Website"** means [www.arcgis.com](http://www.arcgis.com) and any related or successor websites.

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

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

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

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

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

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

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

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

**"Deliverables"** means anything that Esri delivers to a Customer as a result of performance of Professional Services.

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

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

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

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

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

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

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

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

**"Named User License"** means the right for a single Named User to use a specific Esri Offering.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT B  
GENERAL TERMS AND CONDITIONS**

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

**ARTICLE 1—GENERAL USE RESTRICTIONS**

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Esri Offerings;
- b. Distribute or provide direct access to Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any part of the Esri Offerings to open-source or open-database license terms that require any part of the Esri Offerings to be:
  1. Disclosed in source code form to third parties;
  2. Licensed to third parties for the purpose of making derivative works; or
  3. Redistributable to third parties at no charge.

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

**ARTICLE 2—TERM AND TERMINATION**

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

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

**2.3** Upon any termination of a license or subscription, Customer will

- a. Stop accessing and using the terminated Esri Offerings;
- b. Clear any client-side data cache derived from the terminated Cloud Services; and

- c. Stop using and uninstall, remove, and destroy all copies of affected Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

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

### **ARTICLE 3—LIMITED WARRANTIES AND DISCLAIMERS**

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

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

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

#### **3.4 Disclaimers**

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

**3.5 Exclusive Remedy.** Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

### **ARTICLE 4—LIMITATION OF LIABILITY**

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

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

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

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

## ARTICLE 5—INDEMNIFICATIONS

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

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

### 5.2 Infringement Indemnity

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

5.3 **General Indemnity.** Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real 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 performing Services while on Customer's site.

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

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

#### **ARTICLE 6—INSURANCE**

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

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

#### **ARTICLE 7—SECURITY AND COMPLIANCE**

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

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

**7.3 Export Compliance.** Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

## ARTICLE 8—CLOUD SERVICES

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

- a. Spams, spoofs, or phishes email; transmits junk email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

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

### 8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either:
  - (i) Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
  - (ii) Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

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

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

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

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

## ARTICLE 9—GENERAL PROVISIONS

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

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

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

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

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

**9.6 Compliance Review.** Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

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

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

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

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

**9.11 US Government Customer.** The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR



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

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

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Non-government Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

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

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

**9.14 Force Majeure.** A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

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

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

Environmental Systems Research Institute, Inc.  
Attn: Contracts and Legal Department  
380 New York Street  
Redlands, CA 92373-8100  
USA  
Tel.: 909-793-2853  
Email: [LegalNotices@esri.com](mailto:LegalNotices@esri.com)

E300

## Product-Specific Terms of Use

### SOFTWARE

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

#### Desktop Products

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

#### Server Products

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

#### Developer Tools

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

#### Mobile

- Navigator for ArcGIS (14)

**Footnotes:**

1. May not be used to edit an enterprise geodatabase via Direct Connect.
2. Not for use in navigation.
3. Licensed for personal use only.
4. When used with ArcGIS Enterprise Workgroup
  - Limited to 1 four-core server.
  - Can be installed on a separate machine.
- 5–10. Reserved.
11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. Reserved.
13. Licensed as a Dual Use License.
14. May be used for navigational purposes.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under export regulation.
17. Customer shall not redistribute Oracle JDBC Driver or its documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement.
18. The Deployment License is per Value-Added Application per computer for stand-alone applications.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.
21. Customer may build Value-Added Applications for use by Customer's Named Users. Customer may not (i) embed Named User Credentials in Value-Added Applications or (ii) embed or use App Login Credentials in Value-Added Applications. Customer may permit (a) public access to Value-Added Applications without credentials or (b) access using unique, individual Named User login credentials.
22. a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
  - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.
23. Reserved.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions; all other Software is licensed as a Single Use License.
25. Reserved.
26. The geodatabase is restricted to 10 gigabytes of Customer's data.
27. Reserved.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of 10 gigabytes of Customer's data.
31. Includes a Failover License.
32. Reserved.
- 33–38. Reserved.
39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.
- 40–46. Reserved.
47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.

48-53. Reserved.

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

55-63. Reserved.

64. Value-Added Applications for web deployment must be used in conjunction with other Esri Products. Third-party technologies may also be used in conjunction with Value-Added Applications as long as the Value-Added Applications are always used in conjunction with other Esri Product(s).

65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.

66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in *example.com*, *example.com* is the registered unique domain identifier. Similarly, in *example.com.xx*, where *xx* is a registered country code, *example.com.xx* is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

67. Limited to 250,000,000 geocodes per annual subscription.

## ONLINE SERVICES

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

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

### Footnotes:

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



STANDARD MAINTENANCE AGREEMENT

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-789-2853 • FAX 909-783-6853

Standard Maintenance Agreement No. 333781

This Standard Maintenance Agreement ("SMA") is between the customer named below ("Customer") and Environmental Systems Research Institute, Inc. ("Esri"). Maintenance provided herein consists of technical support, new version software, self-paced e-learning access, hot fixes, patches, software updates, beta programs, and/or Esri International User Conference registration, as more specifically described on the Esri Maintenance and Support Program web page located at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/standard-maintenance.pdf. Products that are eligible for maintenance can be found at http://www.esri.com/software/maintenance/benefits ("Qualifying Products"). Maintenance is provided subject to the terms and conditions of Customer's signed Esri license agreement, if any, or the license agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference.

ARTICLE 1—TERM, TERMINATION, AND FEE

The initial term of this SMA will begin upon receipt of an order and will continue for twelve (12) consecutive months at the rate of fee(s) as noted in the applicable Esri quotation. Thereafter, Customer may continue annual maintenance at the then-current fee amount.

Either party may terminate this SMA by giving the other party thirty (30) days' notice prior to the end of the maintenance term.

Ordering documents must include the following statement: "This order is subject to the terms and conditions of SMA <insert Standard Maintenance Agreement No.>. All other terms and conditions are null and void."

ARTICLE 2—WARRANTY, DISCLAIMER, REMEDY, AND LIMITATION OF LIABILITY

2.1 Warranty and Disclaimer. All technical support provided pursuant to this SMA shall be performed in a professional and workmanlike manner. Esri will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Esri cannot guarantee that all technical issues can be fixed or resolved.

2.2 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT AND DISCLAIMS THAT MAINTENANCE OR ANY SERVICES PROVIDED HEREUNDER WILL MEET CUSTOMER'S NEEDS; THAT CUSTOMER'S OPERATION WILL BE UNINTERRUPTED, ERROR FREE, FAULT TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

2.3 Remedy. If Esri fails to fulfill its obligations under this SMA, Customer's sole and exclusive remedy is the right to terminate this SMA immediately for affected Qualifying Products.

2.4 Limitation of Liability. IN NO EVENT SHALL ESRI BE LIABLE TO CUSTOMER FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; 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 STANDARD MAINTENANCE AGREEMENT OR USE OF QUALIFYING PRODUCTS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 3—APPLICABLE LAWS

This SMA is governed by and construed in accordance with the laws of the state identified in the License Agreement without reference to conflict-of-laws principles, except that US federal law shall govern in matters of intellectual property.

ARTICLE 4—ENTIRE AGREEMENT

This SMA 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 SMA must be in writing and signed by an authorized representative of each party.

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

STATE OF WEST VIRGINIA (Customer)

By: [Signature] Authorized Signature

Printed Name: K. Michael Sheets

Title: Director

Date: 05/03/18

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)

By: [Signature] Authorized Signature

Printed Name: Timothy Brazeal Manager, Commercial & Government Contracts

Title:

Date: July 27, 2018

State of West Virginia  
MPA Price List  
E418M-2Q2018v2

Section	Description	Price
<b>ArcGIS Desktop</b>		
<b>1</b>	<b>ArcGIS Desktop - Concurrent Use - Perpetual Licenses</b>	
	ArcGIS Desktop Advanced Concurrent Use License	\$8,415.00
	ArcGIS Desktop Standard Concurrent Use License	\$5,950.00
<b>1</b>	<b>ArcGIS Desktop - Concurrent Use - Maintenance Prices</b>	
	Primary Maintenance for ArcGIS Desktop Advanced Concurrent Use License	\$3,000.00
	Secondary Maintenance for ArcGIS Desktop Advanced Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS Desktop Standard Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcGIS Desktop Standard Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS Desktop Basic Concurrent Use License	\$700.00
	Secondary Maintenance for ArcGIS Desktop Basic Concurrent Use License	\$500.00
<b>1</b>	<b>ArcGIS Desktop Core Extensions - Concurrent Use - Maintenance Prices</b>	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Image Analyst for Pro Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Image Analyst for Pro Concurrent Use License	\$200.00
<b>1</b>	<b>ArcGIS Desktop - Single Use - Perpetual License Prices</b>	
	ArcGIS Desktop Advanced Single Use License	\$8,415.00



	ArcGIS Desktop Standard Single Use License	\$5,950.00
<b>1</b>	<b>ArcGIS Desktop - Single Use - Maintenance Prices</b>	
	Primary Maintenance for ArcGIS Desktop Advanced Single Use License (core only)	\$3,000.00
	Secondary Maintenance for ArcGIS Desktop Advanced Single Use License (core only)	\$1,200.00
	Primary Maintenance for ArcGIS Desktop Standard Single Use License (without extensions)	\$1,500.00
	Secondary Maintenance for ArcGIS Desktop Standard Single Use License (without extensions)	\$1,200.00
	Primary Maintenance for ArcGIS Desktop Standard Single Use License (with extensions)	\$2,100.00
	Secondary Maintenance for ArcGIS Desktop Standard Single Use License (with extensions)	\$1,800.00
	Primary Maintenance for ArcGIS Desktop Basic Single Use License (core only)	\$400.00
	Secondary Maintenance for ArcGIS Desktop Basic Single Use License (core only)	\$300.00
	Primary Maintenance for ArcGIS Desktop Basic Single Use License (core plus extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS Desktop Basic Single Use License (core plus extensions)	\$900.00
<b>1</b>	<b>ArcGIS Desktop Core Extensions - Single Use - Maintenance Prices</b>	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Image Analyst for Pro Single Use	\$500.00
	Secondary Maintenance for ArcGIS Image Analyst for Pro Single Use License	\$200.00
	Primary Maintenance for ArcGIS Desktop All Extensions Bundle Single Use License	\$1,500.00
	Secondary Maintenance for ArcGIS Desktop All Extensions Bundle Single Use License	\$600.00
<b>1</b>	<b>ArcGIS Desktop - Single Use - Term License Prices</b>	
	ArcGIS for Desktop Advanced Single Use Term License	\$3,570.00
	ArcGIS for Desktop Standard Single Use Term License	\$2,550.00



	ArcGIS for Desktop Basic Single Use Term License	\$680.00
<b>1</b>	<b>ArcGIS Desktop Core Extensions - Single Use - Term License Prices</b>	
	ArcGIS 3D Analyst for Desktop Single Use Term License	\$510.00
	ArcGIS Data Interoperability for Desktop Single Use Term License	\$510.00
	ArcGIS Geostatistical Analyst for Desktop Single Use Term License	\$510.00
	ArcGIS Network Analyst for Desktop Single Use Term License	\$510.00
	ArcGIS Publisher for Desktop Single Use Term License	\$510.00
	ArcGIS Schematics for Desktop Single Use Term License	\$510.00
	ArcGIS Spatial Analyst for Desktop Single Use Term License	\$510.00
	ArcGIS Tracking Analyst for Desktop Single Use Term License	\$510.00
	ArcGIS Data Reviewer for Desktop Single Use Term License	\$510.00
	ArcGIS Workflow Manager for Desktop Single Use Term License	\$510.00
	ArcGIS Desktop All Extensions Bundle Single Use Term License	\$1,530.00
	ArcGIS Image Analyst for Pro Single Use Term License	\$510.00
<b>1</b>	<b>ArcGIS Upgrades</b>	
	ArcGIS for Desktop Basic Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,700.00
<b>1</b>	<b>Upgrade from One ArcGIS Product to Another</b>	
	ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,675.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,675.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,140.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,140.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$2,975.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,440.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,440.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,465.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,465.00
<b>Specialized ArcGIS Desktop Applications</b>		
<b>2</b>	<b>Esri Roads and Highways - Concurrent Use and Single Use - Perpetual License Prices</b>	
	Esri Roads and Highways for Desktop Concurrent Use License	\$8,500.00
	Esri Roads and Highways for Desktop Single Use License	\$8,500.00
<b>2</b>	<b>Esri Roads and Highways - Maintenance Prices</b>	
	Annual Maintenance for Esri Roads and Highways for Desktop Concurrent Use License	\$2,500.00
<b>2</b>	<b>Esri Roads and Highways - Single Use - Term License Prices</b>	

	Esri Roads and Highways for Desktop Single Use License	\$5,100.00
<b>2</b>	<b>Pipeline Referencing - Single Use - Perpetual License Prices</b>	
	ArcGIS Pipeline Referencing for Desktop Concurrent Use License	\$8,500.00
	ArcGIS Pipeline Referencing for Desktop Single Use License	\$8,500.00
<b>2</b>	<b>Pipeline Referencing - Maintenance Prices</b>	
	ArcGIS Pipeline Referencing for Desktop Maintenance	\$2,500.00
<b>2</b>	<b>Pipeline Referencing - Single Use - Term Prices</b>	
	ArcGIS Pipeline Referencing for Desktop Single Use Term License	\$5,100.00
<b>2</b>	<b>Mapping and Charting Solutions - Concurrent Use - Maintenance Prices</b>	
	Annual Maintenance for Esri Production Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Aviation: Airports Concurrent Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Aviation: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Concurrent Use License	\$1,250.00
<b>2</b>	<b>Mapping and Charting Solutions - Single Use - Maintenance Prices</b>	
	Annual Maintenance for Esri Production Mapping Single Use License	\$2,500.00
	Annual Maintenance for Esri Defense Mapping Single Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Aviation: Airports Single Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Aviation: Charting Single Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Charting Single Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Single Use License	\$1,250.00
<b>2</b>	<b>Mapping and Charting Solutions Bundles - Concurrent Use - Perpetual License Prices</b>	
	ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$8,925.00
	ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$15,895.00
	ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$10,625.00
<b>2</b>	<b>Mapping and Charting Solutions Bundles - Single Use - Perpetual License Prices</b>	
	ArcGIS for Aviation: Airports Bundle Single Use License	\$8,925.00
	ArcGIS for Aviation: Charting Bundle Single Use License	\$15,895.00
	ArcGIS for Maritime: Charting Bundle Single Use License	\$13,770.00
	ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$10,625.00
<b>2</b>	<b>Mapping and Charting Solutions Bundles - Concurrent Use - Maintenance Prices</b>	
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$2,750.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$6,000.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$3,250.00
<b>2</b>	<b>Mapping and Charting Solutions Bundles - Single Use - Maintenance Prices</b>	
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Single Use License	\$2,750.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Single Use License	\$6,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Single Use License	\$5,500.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$3,350.00

<b>2</b>	<b>Esri CityEngine - Maintenance Prices</b>	
	Primary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$675.00
	Primary Maintenance for Esri CityEngine Advanced Single Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Single Use License	\$675.00
	Primary Maintenance for Esri CityEngine Basic Single Use License	\$100.00
	Secondary Maintenance for Esri CityEngine Basic Single Use License	\$85.00
<b>2</b>	<b>Esri CityEngine Product Upgrades</b>	
	Esri CityEngine Advanced Concurrent Use or Single Use License Upgrade from Basic Single Use License	\$2,975.00
<b>ArcGIS Server</b>		
<b>3</b>	<b>ArcGIS Enterprise - Perpetual License Prices</b>	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores License	\$34,000.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores License	\$17,000.00
	ArcGIS Enterprise Workgroup Advanced Up to Two Cores License	\$8,500.00
	ArcGIS Enterprise Workgroup Standard Up to Two Cores License	\$4,250.00
<b>3</b>	<b>ArcGIS Enterprise - Maintenance Prices</b>	
	ArcGIS Enterprise Advanced Up to Four Cores Maintenance	\$10,000.00
	ArcGIS Enterprise Standard Up to Four Cores Maintenance	\$5,000.00
	ArcGIS Enterprise Workgroup Advanced Up to Two Cores Maintenance	\$2,500.00
	ArcGIS Enterprise Workgroup Standard Up to Two Cores Maintenance	\$1,250.00
<b>3</b>	<b>ArcGIS Enterprise - Term License Prices</b>	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores 365 Day Term License	\$20,400.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS Enterprise Workgroup Advanced Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS Enterprise Workgroup Standard Up to Four Cores 365 Day Term License	\$5,100.00
<b>3</b>	<b>ArcGIS Monitor - Perpetual License Prices</b>	
	ArcGIS Monitor - for unlimited monitoring of ArcGIS Desktop, Web Services, Databases, Infrastructure and up to 4 cores of ArcGIS Server	\$8,500.00
	ArcGIS Monitor – per additional ArcGIS Server core being monitored	\$425.00
<b>3</b>	<b>ArcGIS Monitor - Maintenance Prices</b>	
	ArcGIS Monitor - for unlimited monitoring of ArcGIS Desktop, Web Services, Databases, Infrastructure and up to 4 cores of ArcGIS Server Maintenance	\$2,500.00
	ArcGIS Monitor – per additional ArcGIS Server core being monitored Maintenance	\$125.00
<b>3</b>	<b>ArcGIS Monitor - Term License Prices</b>	
	ArcGIS Monitor - for unlimited monitoring of ArcGIS Desktop, Web Services, Databases, Infrastructure and up to 4 cores of ArcGIS Server Term License	\$3,400.00
	ArcGIS Monitor – per additional ArcGIS Server core being monitored Term License	\$425.00
<b>3</b>	<b>ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$34,000.00
	ArcGIS GIS Server Advanced (Windows) Additional Core License	\$8,500.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$17,000.00

	ArcGIS GIS Server Standard (Windows) Additional Core License	\$4,250.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS GIS Server Basic (Windows) Additional Core License	\$2,125.00
	ArcGIS GIS Server Workgroup Advanced Up to Two Cores License	\$8,500.00
	ArcGIS GIS Server Workgroup Advanced Additional Core License	\$4,250.00
	ArcGIS GIS Server Workgroup Standard Up to Two Cores License	\$4,250.00
	ArcGIS GIS Server Workgroup Standard Additional Core License	\$2,125.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores License	\$4,250.00
<b>3</b>	<b>ArcGIS GIS Server - Maintenance Prices</b>	
	ArcGIS GIS Server Advanced Up to Four Cores Maintenance	\$10,000.00
	ArcGIS GIS Server Advanced Additional Cores Maintenance	\$2,500.00
	ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$5,000.00
	ArcGIS GIS Server Standard Additional Cores Maintenance	\$1,250.00
	ArcGIS GIS Server Basic Up to Four Cores Maintenance	\$3,000.00
	ArcGIS GIS Server Basic Additional Cores Maintenance	\$750.00
	ArcGIS GIS Server Workgroup Advanced Up to Two Cores Maintenance	\$2,500.00
	ArcGIS GIS Server Workgroup Advanced Additional Core Maintenance	\$1,250.00
	ArcGIS GIS Server Workgroup Standard Up to Two Cores Maintenance	\$1,250.00
	ArcGIS GIS Server Workgroup Standard Additional Core Maintenance	\$625.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores Maintenance	\$1,250.00
<b>3</b>	<b>ArcGIS GIS Server - Term License Prices</b>	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$20,400.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$10,200.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$3,995.00
	ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$5,100.00
	ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$2,550.00
	ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$999.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$5,100.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,955.00
	ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$2,550.00
	ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$1,275.00
	ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$489.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS GIS Server Basic (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS GIS Server Basic (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS GIS Server Basic (Windows) Additional Core 30 Day Term License	\$255.00
<b>3</b>	<b>ArcGIS GIS Server Workgroup - Term License Prices</b>	

	ArcGIS GIS Server Workgroup Advanced Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS GIS Server Workgroup Advanced Up to Four Cores 90 Day Term License	\$5,100.00
	ArcGIS GIS Server Workgroup Advanced Up to Four Cores 30 Day Term License	\$1,955.00
	ArcGIS GIS Server Workgroup Standard Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS GIS Server Workgroup Standard Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS GIS Server Workgroup Standard Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores 30 Day Term License	\$510.00
<b>ArcGIS Server Extensions</b>		
<b>3</b>	<b>ArcGIS Data Interoperability for ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,250.00
<b>3</b>	<b>ArcGIS Data Interoperability for ArcGIS GIS Server - Maintenance Prices</b>	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced Additional Core Maintenance	\$625.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard Additional Core Maintenance	\$625.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores Maintenance	\$1,250.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores Maintenance	\$1,250.00
<b>3</b>	<b>ArcGIS Data Interoperability for ArcGIS GIS Server - Term License Prices</b>	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00

	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
<b>3</b>	<b>ArcGIS Data Reviewer for ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,250.00
<b>3</b>	<b>ArcGIS Data Reviewer for ArcGIS GIS Server - Maintenance Prices</b>	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores Maintenance	\$1,250.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores Maintenance	\$1,250.00
<b>3</b>	<b>ArcGIS Data Reviewer for ArcGIS GIS Server - Term License Prices</b>	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00



	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
<b>3</b>	<b>Network Analyst for ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,250.00
<b>3</b>	<b>Network Analyst for ArcGIS GIS Server - Maintenance Prices</b>	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Maintenance	\$625.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores Maintenance	\$1,250.00
<b>3</b>	<b>Network Analyst for ArcGIS GIS Server - Term License Prices</b>	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00

	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
<b>3</b>	<b>ArcGIS Pipeline Referencing for ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores License	\$4,250.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores License	\$4,250.00
<b>3</b>	<b>ArcGIS Pipeline Referencing for ArcGIS GIS Server - Maintenance Prices</b>	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores Maintenance	\$1,250.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores Maintenance	\$1,250.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
<b>3</b>	<b>ArcGIS Pipeline Referencing for ArcGIS GIS Server - Term License Prices</b>	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00



	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores 30 Day Term License	\$510.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores 30 Day Term License	\$510.00
<b>3</b>	<b>Workflow Manager for ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,250.00
<b>3</b>	<b>Workflow Manager for ArcGIS GIS Server - Maintenance Prices</b>	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced Additional Core Maintenance	\$625.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard Additional Core Maintenance	\$625.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores Maintenance	\$1,250.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Up to Four Cores Maintenance	\$1,250.00
<b>3</b>	<b>Workflow Manager for ArcGIS GIS Server - Term License Prices</b>	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00

	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Core 30 Day Term License	\$1,020.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
<b>3</b>	<b>ArcGIS for Maritime for ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,250.00
<b>3</b>	<b>ArcGIS for Maritime for ArcGIS GIS Server - Maintenance Prices</b>	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Up to Four Cores Maintenance	\$1,250.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Up to Four Cores Maintenance	\$1,250.00
<b>3</b>	<b>ArcGIS for Maritime for ArcGIS GIS Server - Term License Prices</b>	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00

	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
<b>3</b>	<b>Esri Defense Mapping for ArcGIS GIS Server - Perpetual License Prices</b>	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
<b>3</b>	<b>Esri Defense Mapping for ArcGIS GIS Server - Maintenance Prices</b>	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Up to Four Cores Maintenance	\$1,250.00
<b>3</b>	<b>Esri Defense Mapping for ArcGIS GIS Server - Term License Prices</b>	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00

	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
<b>3</b>	<b>Esri Production Mapping for ArcGIS GIS Server - Perpetual License Prices</b>	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard (Windows) Maximum Four Cores License	\$4,250.00
<b>3</b>	<b>Esri Production Mapping for ArcGIS GIS Server - Maintenance Prices</b>	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$1,250.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard (Windows) Up to Four Cores Maintenance	\$1,250.00
<b>3</b>	<b>Esri Production Mapping for ArcGIS GIS Server - Term License Prices</b>	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00

	Esri Production Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
<b>3</b>	<b>Esri Roads and Highways for ArcGIS GIS Server - Perpetual License Prices</b>	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,250.00
<b>3</b>	<b>Esri Roads and Highways for ArcGIS GIS Server - Maintenance Prices</b>	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Up to Four Cores Maintenance	\$1,250.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Up to Four Cores Maintenance	\$1,250.00
<b>3</b>	<b>Esri Roads and Highways for ArcGIS GIS Server - Term License Prices</b>	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00

	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
<b>3</b>	<b>Esri Roads and Highways Roadway Reporter or ArcGIS GIS Server - Perpetual License Prices</b>	
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 50 Users License	\$17,000.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 250 Users License	\$34,000.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 500 Users License	\$51,000.00
<b>3</b>	<b>Esri Roads and Highways Roadway Reporter or ArcGIS GIS Server - Maintenance License Prices</b>	
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 50 Users License Maintenance	\$5,000.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 250 Users License Maintenance	\$10,000.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 500 Users License Maintenance	\$15,000.00
<b>3</b>	<b>Esri Roads and Highways Roadway Reporter or ArcGIS GIS Server - Term License Prices</b>	
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 50 Users Term License	\$10,200.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 250 Users Term License	\$20,400.00
<b>3</b>	<b>ArcGIS Utility Network Management - Perpetual License Prices</b>	
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,250.00
<b>3</b>	<b>ArcGIS Utility Network Management - Maintenance Prices</b>	

	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced Additional Core Maintenance	\$625.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard Additional Core Maintenance	\$625.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Workgroup Advanced Up to Four Cores Maintenance	\$1,250.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Workgroup Standard Up to Four Cores Maintenance	\$1,250.00
<b>3</b>	<b>ArcGIS Utility Network Management - Term License Prices</b>	
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
<b>3</b>	<b>ArcGIS Enterprise from ArcGIS Enterprise</b>	



	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Standard Up to Four Cores	\$25,500.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Advanced Up to Four Cores	\$17,000.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Standard	\$17,000.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Standard Up to Two Cores	\$29,750.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Advanced Up to Two Cores	\$25,500.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Standard Up to Four Cores	\$8,500.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Standard Up to Two Cores	\$12,750.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Advanced Up to Two Cores	\$8,500.00
	ArcGIS Enterprise Workgroup Advanced Up to Two Cores Upgrade from ArcGIS Enterprise Workgroup Standard Up to Two Cores	\$4,250.00
<b>3</b>	<b>ArcGIS Enterprise from ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$25,500.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$29,750.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$12,750.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$8,500.00
	ArcGIS Enterprise Workgroup Advanced Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Four Cores	\$12,750.00
	ArcGIS Enterprise Workgroup Standard Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Four Cores	\$4,250.00
<b>3</b>	<b>ArcGIS GIS Server from ArcGIS Server Upgrades - Perpetual License Prices</b>	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Standard	\$17,000.00
	ArcGIS GIS Server Advanced (Windows) Additional Cores Upgrade from ArcGIS GIS Server Standard	\$4,250.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$25,500.00
	ArcGIS GIS Server Advanced (Windows) Additional Cores Upgrade from ArcGIS GIS Server Basic	\$6,375.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$8,500.00
	ArcGIS GIS Server Standard (Windows) Additional Cores Upgrade from ArcGIS GIS Server Basic	\$2,125.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Advanced Up to Two Cores	\$8,500.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Advanced Up to Two Cores	\$25,500.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Advanced Up to Four Cores	\$17,000.00
	ArcGIS GIS Server Workgroup Advanced Additional Cores Upgrade from ArcGIS GIS Server Workgroup Standard	\$2,125.00
	ArcGIS GIS Server Workgroup Advanced Up to Two Cores Upgrade from ArcGIS GIS Server Workgroup Standard	\$4,250.00



	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Standard Up to Two Cores	\$12,750.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Standard Up to Two Cores	\$29,750.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Standard Up to Four Cores	\$8,500.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Standard Up to Four Cores	\$25,500.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$4,250.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$12,750.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$29,750.00
	ArcGIS GIS Server Workgroup Standard Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic	\$4,250.00
	ArcGIS GIS Server Workgroup Advanced Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic	\$12,750.00
<b>Optional Servers</b>		
<b>4</b>	<b>ArcGIS GeoAnalytics Server - Perpetual License Prices</b>	
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores License	\$17,000.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) License	\$4,250.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) License	\$2,125.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores License	\$8,500.00
<b>4</b>	<b>ArcGIS GeoAnalytics Server - Maintenance Prices</b>	
	ArcGIS GeoAnalytics Server Up to Four Cores Maintenance	\$5,000.00
	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Maintenance	\$1,250.00
	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Maintenance	\$625.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores Maintenance	\$2,500.00
<b>4</b>	<b>ArcGIS GeoAnalytics Server - Term License Prices</b>	
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores 90 Day Term License	\$5,100.00
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores 30 Day Term License	\$1,955.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) 365 Day Term License	\$2,550.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) 90 Day Term License	\$1,275.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) 30 Day Term License	\$489.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) 365 Day Term License	\$1,275.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) 90 Day Term License	\$638.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) 30 Day Term License	\$245.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores 30 Day Term License	\$1,020.00

<b>4</b>	<b>ArcGIS GeoEvent Server - Perpetual License Prices</b>	
	ArcGIS GeoEvent Server (Windows) Up to Four Cores License	\$17,000.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) License	\$4,250.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) License	\$2,125.00
	ArcGIS GeoEvent Server Workgroup Up to Four Cores License	\$8,500.00
<b>4</b>	<b>ArcGIS GeoEvent Server - Maintenance Prices</b>	
	ArcGIS GeoEvent Server Up to Four Cores Maintenance	\$5,000.00
	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Maintenance	\$1,250.00
	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Maintenance	\$625.00
	ArcGIS GeoEvent Server Workgroup Up to Four Cores Maintenance	\$2,500.00
<b>4</b>	<b>ArcGIS GeoEvent Server - Term Prices</b>	
	ArcGIS GeoEvent Server (Windows) Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS GeoEvent Server (Windows) Up to Four Cores 90 Day Term License	\$5,100.00
	ArcGIS GeoEvent Server (Windows) Up to Four Cores 30 Day Term License	\$1,955.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) 365 Day Term License	\$2,550.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) 90 Day Term License	\$1,275.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) 30 Day Term License	\$489.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) 365 Day Term License	\$1,275.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) 90 Day Term License	\$638.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) 30 Day Term License	\$245.00
	ArcGIS GeoEvent Server Workgroup Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS GeoEvent Server Workgroup Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS GeoEvent Server Workgroup Up to Four Cores 30 Day Term License	\$1,020.00
<b>4</b>	<b>ArcGIS Image Server - Perpetual License Prices</b>	
	ArcGIS Image Server (Windows) Up to Four Cores License	\$17,000.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) License	\$4,250.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) License	\$2,125.00
	ArcGIS Image Server Workgroup Up to Four Cores License	\$8,500.00
<b>4</b>	<b>ArcGIS Image Server - Maintenance Prices</b>	
	ArcGIS Image Server Up to Four Cores Maintenance	\$5,000.00
	ArcGIS Image Server Additional Core (up to 32 per server) Maintenance	\$1,250.00
	ArcGIS Image Server Additional Core (more than 32 per Server) Maintenance	\$625.00
	ArcGIS Image Server Workgroup Up to Four Cores Maintenance	\$2,500.00
<b>4</b>	<b>ArcGIS Image Server - Term License Prices</b>	
	ArcGIS Image Server (Windows) Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS Image Server (Windows) Up to Four Cores 90 Day Term License	\$5,100.00
	ArcGIS Image Server (Windows) Up to Four Cores 30 Day Term License	\$1,955.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) 365 Day Term License	\$2,550.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) 90 Day Term License	\$1,275.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) 30 Day Term License	\$489.00

	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) 365 Day Term License	\$1,275.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) 90 Day Term License	\$638.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) 30 Day Term License	\$245.00
	ArcGIS Image Server Workgroup Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Image Server Workgroup Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Image Server Workgroup Up to Four Cores 30 Day Term License	\$1,020.00
<b>Staging Server</b>		
<b>5</b>	<b>ArcGIS Enterprise - Staging Perpetual License Prices</b>	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Staging Server License	\$19,538.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Staging Server License	\$9,771.00
<b>5</b>	<b>ArcGIS Enterprise - Staging Maintenance Prices</b>	
	ArcGIS Enterprise Advanced Up to Four Cores Staging Server Maintenance	\$5,000.00
	ArcGIS Enterprise Standard Up to Four Cores Staging Server Maintenance	\$2,500.00
<b>5</b>	<b>ArcGIS Enterprise - Staging Term License Prices</b>	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$11,878.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,939.00
<b>5</b>	<b>ArcGIS Monitor - Staging Perpetual License Prices</b>	
	ArcGIS Monitor - for unlimited monitoring of ArcGIS Desktop, Web Services, Databases, Infrastructure and to 4 cores of ArcGIS GIS Staging Server	\$4,885.00
	ArcGIS Monitor – per additional ArcGIS GIS Staging Server core being monitored	\$244.00
<b>5</b>	<b>ArcGIS Monitor - Staging Maintenance Prices</b>	
	ArcGIS Monitor - for unlimited monitoring of ArcGIS Desktop, Web Services, Databases, Infrastructure and to 4 cores of ArcGIS GIS Staging Server Maintenance	\$1,250.00
	ArcGIS Monitor – per additional ArcGIS GIS Staging Server core being monitored Maintenance	\$63.00
<b>5</b>	<b>ArcGIS Monitor - Staging Term License Prices</b>	
	ArcGIS Monitor - for unlimited monitoring of ArcGIS Desktop, Web Services, Databases, Infrastructure and to 4 cores of ArcGIS GIS Staging Server Term License	\$1,980.00
	ArcGIS Monitor – per additional ArcGIS GIS Staging Server core being monitored Term License	\$244.00
<b>5</b>	<b>ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$19,538.00
	ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$4,885.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$9,771.00
	ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$2,443.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS GIS Server Basic (Windows) Additional Core Staging Server License	\$1,222.00
<b>5</b>	<b>ArcGIS Enterprise - Staging Maintenance Prices</b>	
	ArcGIS GIS Server Advanced Up to Four Cores Staging Server Maintenance	\$5,000.00
	ArcGIS GIS Server Advanced Additional Cores Staging Server Maintenance	\$1,250.00
	ArcGIS GIS Server Standard Up to Four Cores Staging Server Maintenance	\$2,500.00
	ArcGIS GIS Server Standard Additional Cores Staging Server Maintenance	\$625.00
	ArcGIS GIS Server Basic Up to Four Cores Staging Server Maintenance	\$1,500.00

	ArcGIS GIS Server Basic Additional Cores Staging Server Maintenance	\$375.00
<b>5</b>	<b>ArcGIS GIS Server - Staging Term License Prices</b>	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$11,878.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$5,939.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$2,326.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,939.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$2,969.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$1,138.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$2,969.00
	ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$1,485.00
	ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$581.00
	ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$1,485.00
	ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$742.00
	ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$284.00
	ArcGIS GIS Server Basic (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	ArcGIS GIS Server Basic (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	ArcGIS GIS Server Basic (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
<b>Staging ArcGIS GIS Server Extensions</b>		
<b>5</b>	<b>ArcGIS Data Interoperability for ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
<b>5</b>	<b>ArcGIS Data Interoperability for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced Additional Core Staging Server Maintenance	\$313.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard Additional Core Staging Server Maintenance	\$313.00
<b>5</b>	<b>ArcGIS Data Interoperability for ArcGIS GIS Server - Staging Term License Prices</b>	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00

	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
<b>5</b>	<b>ArcGIS Data Reviewer for ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
<b>5</b>	<b>ArcGIS Data Reviewer for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$313.00
<b>5</b>	<b>ArcGIS Data Reviewer for ArcGIS GIS Server - Staging Term License Prices</b>	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00

	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
<b>5</b>	<b>ArcGIS Network Analyst for ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
<b>5</b>	<b>ArcGIS Network Analyst for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Staging Server Maintenance	\$313.00
<b>5</b>	<b>ArcGIS Network Analyst for ArcGIS GIS Server - Staging Term License Prices</b>	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
<b>5</b>	<b>ArcGIS Pipeline Referencing for ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00



	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
<b>5</b>	<b>ArcGIS Pipeline Referencing for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$313.00
<b>5</b>	<b>ArcGIS Pipeline Referencing for ArcGIS GIS Server - Staging Term License Prices</b>	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
<b>5</b>	<b>ArcGIS Workflow Manager for ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core Staging License	\$1,222.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core Staging License	\$1,222.00
<b>5</b>	<b>ArcGIS Workflow Manager for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced Up to Four Cores Staging Server Maintenance	\$1,250.00

	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced Additional Core Staging Maintenance	\$313.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard Additional Core Staging Maintenance	\$313.00
<b>5</b>	<b>ArcGIS Workflow Manager for ArcGIS GIS Server - Staging Term License Prices</b>	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
<b>5</b>	<b>ArcGIS for Maritime for ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
<b>5</b>	<b>ArcGIS for Maritime for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$313.00
<b>5</b>	<b>ArcGIS for Maritime for ArcGIS GIS Server - Staging Term License Prices</b>	



	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
<b>5</b>	<b>Esri Defense Mapping for ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
<b>5</b>	<b>Esri Defense Mapping for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
<b>5</b>	<b>ArcGIS Defense Mapping for ArcGIS GIS Server - Staging Term License Prices</b>	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.00

	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
<b>5</b>	<b>Esri Production Mapping for ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
<b>5</b>	<b>Esri Production Mapping for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$313.00
<b>5</b>	<b>Esri Production Mapping for ArcGIS GIS Server - Staging Term License Prices</b>	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
<b>5</b>	<b>Esri Roads and Highways for ArcGIS GIS Server - Staging Perpetual License Prices</b>	

	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
<b>5</b>	<b>Esri Roads and Highways for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$313.00
<b>5</b>	<b>Esri Roads and Highways for ArcGIS GIS Server - Staging Term License Prices</b>	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
<b>5.</b>	<b>ArcGIS Utility Network Management - Staging Perpetual License Prices</b>	
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Up to Four Cores License	\$4,885.00

	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Additional Core License	\$1,222.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Up to Four Cores License	\$4,885.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Additional Core License	\$1,222.00
<b>5</b>	<b>ArcGIS Utility Network Management - Staging Maintenance Prices</b>	
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced Up to Four Cores Maintenance	\$1,250.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced Additional Core Maintenance	\$313.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard Up to Four Cores Maintenance	\$1,250.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard Additional Core Maintenance	\$313.00
<b>5</b>	<b>ArcGIS Utility Network Management - Staging Term License Prices</b>	
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$2,969.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$1,485.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$594.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Additional Core 365 Day Term License	\$742.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Additional Core 90 Day Term License	\$372.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Additional Core 30 Day Term License	\$148.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Up to Four Cores 365 Day Term License	\$2,969.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Up to Four Cores 90 Day Term License	\$1,485.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Up to Four Cores 30 Day Term License	\$594.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Additional Core 365 Day Term License	\$742.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Additional Core 90 Day Term License	\$372.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Additional Core 30 Day Term License	\$148.00
<b>5</b>	<b>ArcGIS Enterprise Server from ArcGIS Enterprise Server Upgrades - Staging Server - Perpetual License Prices</b>	
	ArcGIS Enterprise Advanced Staging Server (Windows) Up to Four Cores upgrade from ArcGIS Enterprise Standard Staging Server	\$9,771.00
<b>5</b>	<b>ArcGIS Enterprise from ArcGIS GIS Server Upgrades - Staging Server - Perpetual License Prices</b>	

	ArcGIS Enterprise Advanced Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$14,847.00
	ArcGIS Enterprise Standard Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$4,885.00
<b>5</b>	<b>ArcGIS GIS Server from ArcGIS GIS Server - Staging Server - Perpetual License Prices</b>	
	ArcGIS GIS Server Advanced Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Standard Staging Server	\$9,771.00
	ArcGIS GIS Server Advanced Staging Server (Windows) Additional Cores Upgrade from ArcGIS GIS Server Standard Staging Server	\$2,443.00
	ArcGIS GIS Server Advanced Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$14,847.00
	ArcGIS GIS Server Advanced Staging Server (Windows) Additional Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$3,712.00
	ArcGIS GIS Server Standard Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$4,885.00
	ArcGIS GIS Server Standard Staging Server (Windows) Additional Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$1,222.00
<b>Optional Servers - Staging Server</b>		
<b>5</b>	<b>ArcGIS GeoAnalytics Server - Staging Perpetual License Prices</b>	
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores Staging Server License	\$9,771.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) Staging Server License	\$2,443.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) Staging Server License	\$1,222.00
<b>5</b>	<b>ArcGIS GeoAnalytics Server - Staging Maintenance Prices</b>	
	ArcGIS GeoAnalytics Server Up to Four Cores Staging Server Maintenance	\$2,500.00
	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Staging Server Maintenance	\$625.00
	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$313.00
<b>5</b>	<b>ArcGIS GeoAnalytics Server - Staging Term License Prices</b>	
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,939.00
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores Staging Server 90 Day Term License	\$2,969.00
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores Staging Server 30 Day Term License	\$1,138.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) Staging Server 365 Day Term License	\$1,485.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) Staging Server 90 Day Term License	\$742.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) Staging Server 30 Day Term License	\$284.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) Staging Server 365 Day Term License	\$742.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) Staging Server 90 Day Term License	\$372.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) Staging Server 30 Day Term License	\$141.00
<b>5</b>	<b>ArcGIS GeoEvent Server - Staging Perpetual License Prices</b>	
	ArcGIS GeoEvent Server (Windows) Up to Four Cores Staging Server License	\$9,771.00

	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) Staging Server License	\$2,443.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) Staging Server License	\$1,222.00
<b>5</b>	<b>ArcGIS GeoEvent Server - Staging Maintenance Prices</b>	
	ArcGIS GeoEvent Server Up to Four Cores Staging Server Maintenance	\$2,500.00
	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Staging Server Maintenance	\$625.00
	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$313.00
<b>5</b>	<b>ArcGIS GeoEvent Server - Staging Term License Prices</b>	
	ArcGIS GeoEvent Server (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,939.00
	ArcGIS GeoEvent Server (Windows) Up to Four Cores Staging Server 90 Day Term License	\$2,969.00
	ArcGIS GeoEvent Server (Windows) Up to Four Cores Staging Server 30 Day Term License	\$1,138.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) Staging Server 365 Day Term License	\$1,485.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) Staging Server 90 Day Term License	\$742.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) Staging Server 30 Day Term License	\$284.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) Staging Server 365 Day Term License	\$742.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) Staging Server 90 Day Term License	\$372.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) Staging Server 30 Day Term License	\$141.00
<b>5</b>	<b>ArcGIS Image Server - Staging Perpetual License Prices</b>	
	ArcGIS Image Server (Windows) Up to Four Cores Staging Server License	\$9,771.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) Staging Server License	\$2,443.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) Staging Server License	\$1,222.00
<b>5</b>	<b>ArcGIS Image Server - Staging Maintenance Prices</b>	
	ArcGIS Image Server Up to Four Cores Staging Server Maintenance	\$2,500.00
	ArcGIS Image Server Additional Core (up to 32 per server) Staging Server Maintenance	\$625.00
	ArcGIS Image Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$313.00
<b>5</b>	<b>ArcGIS Image Server - Staging Term License Prices</b>	
	ArcGIS Image Server (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,939.00
	ArcGIS Image Server (Windows) Up to Four Cores Staging Server 90 Day Term License	\$2,969.00
	ArcGIS Image Server (Windows) Up to Four Cores Staging Server 30 Day Term License	\$1,138.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) Staging Server 365 Day Term License	\$1,485.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) Staging Server 90 Day Term License	\$742.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) Staging Server 30 Day Term License	\$284.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) Staging Server 365 Day Term License	\$742.00

	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) Staging Server 90 Day Term License	\$372.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) Staging Server 30 Day Term License	\$141.00
<b>Enterprise Named Users</b>		
<b>6</b>	<b>ArcGIS Enterprise Named Users - Perpetual License Prices</b>	
	ArcGIS Enterprise Standard or Advanced Named User Level 2 Perpetual License	\$2,000.00
	ArcGIS Enterprise Workgroup Standard Named User Level 2 Perpetual License	\$2,000.00
	ArcGIS Enterprise Standard or Advanced Named User Level 2 Perpetual License (Pre 10.5 Pricing)	\$2,000.00
<b>6</b>	<b>ArcGIS Enterprise Named Users - Maintenance License Prices</b>	
	ArcGIS Enterprise Named User Level 2 Perpetual License - Annual Maintenance	\$500.00
	ArcGIS Enterprise Standard or Advanced Named User Level 2 - Annual Maintenance (Pre 10.5 Pricing)	\$500.00
	ArcGIS Enterprise Workgroup Standard Named User Level 2 - Annual Maintenance	\$500.00
<b>6</b>	<b>ArcGIS Enterprise Named Users - Term License Prices</b>	
	ArcGIS Enterprise Named User Level 2 Term License	\$500.00
	ArcGIS Enterprise Workgroup Standard Named User Level 2 Term License	\$500.00
	ArcGIS Enterprise Standard or Advanced Named User Level 2 Term License (Pre 10.5 pricing)	\$500.00
<b>Online GIS</b>		
<b>6</b>	<b>ArcGIS Online Named User - Term License Prices</b>	
	ArcGIS Online Named User Level 1 - Annual Single Use Subscription	\$100.00
	ArcGIS Online Named User Level 2 - Annual Single Use Subscription	\$500.00
	ArcGIS Online Named User Level 2 Term License - Pre 4.4 Pricing	\$500.00
	ArcGIS Online Additional Service Credits—Block of 1,000	\$100.00
<b>6</b>	<b>Business Analyst Web App - Term License Prices</b>	
	Esri Business Analyst WebApp - Annual Single Use Subscription	\$1,495.00
	Esri Business Analyst Web App - Add-on to ArcGIS Online - Annual Single Use Subscription	\$100.00
<b>6</b>	<b>Community Analyst Web App - Term License Prices</b>	
	Esri Community Analyst WebApp - Add-on to ArcGIS Online - Annual Single Use Subscription	\$100.00
<b>6</b>	<b>Esri Redistricting Online</b>	
	Esri Redistricting Online 1 Named User Annual Subscription	\$4,500.00
<b>6</b>	<b>Premium Feature Data Store</b>	
	ArcGIS Online Premium Feature Data Store M-1 Annual Term License	\$10,800.00
	ArcGIS Online Premium Feature Data Store M-2 Annual Term License	\$21,600.00
	ArcGIS Online Premium Feature Data Store M-3 Annual Term License	\$43,200.00
	ArcGIS Online Premium Feature Data Store M-1 Monthly Term License	\$1,000.00
	ArcGIS Online Premium Feature Data Store M-2 Monthly Term License	\$2,000.00
	ArcGIS Online Premium Feature Data Store M-3 Monthly Term License	\$4,000.00
<b>6</b>	<b>ArcGIS Hub</b>	
	ArcGIS Hub for ArcGIS Online Community Populations of 0 to 25,000 Term License	\$10,000.00
	ArcGIS Hub for ArcGIS Online Community Populations of 25,001 to 50,000 Term License	\$15,000.00
	ArcGIS Hub for ArcGIS Online Community Populations of 50,001 to 100,000 Term License	\$35,000.00



	ArcGIS Hub for ArcGIS Online Community Populations of 100,001 to 125,000 Term License	\$50,000.00
	ArcGIS Hub for ArcGIS Online Community Populations of 125,001 to 150,000 Term License	\$75,000.00
	ArcGIS Hub for ArcGIS Online Community Populations of 150,001 to 250,000 Term License	\$100,000.00
	ArcGIS Hub for ArcGIS Online Community Populations of 250,001 to 1,000,000 Term License	\$150,000.00
	ArcGIS Hub for ArcGIS Online Community Populations of 1,000,001 to 3,000,000 Term License	\$200,000.00
	ArcGIS Hub for ArcGIS Online Community Populations of 3,000,001 to 7,000,000 Term License	\$250,000.00
	ArcGIS Hub for ArcGIS Online Community Populations of 7,000,001 to 15,000,000 Term License	\$350,000.00
<b>ArcGIS Apps</b>		
<b>7</b>	<b>Drone2Map for ArcGIS - Term License Prices</b>	
	Drone2Map (for use with ArcGIS Enterprise) Term License	\$1,466.00
	Drone2Map (for use with ArcGIS Online) Term License	\$1,466.00
<b>7</b>	<b>GeoPlanner for ArcGIS - Term and Perpetual License Prices</b>	
	GeoPlanner for ArcGIS (for use with ArcGIS Enterprise) Term License	\$500.00
	GeoPlanner for ArcGIS (for use with ArcGIS Online) Term License	\$500.00
	GeoPlanner for ArcGIS (for use with ArcGIS Enterprise) Perpetual License	\$2,000.00
	GeoPlanner for ArcGIS (for use with ArcGIS Enterprise) Annual Maintenance	\$500.00
<b>7</b>	<b>Insights for ArcGIS - Term and Perpetual License Prices</b>	
	Insights for ArcGIS (for use with ArcGIS Enterprise) Term License	\$500.00
	Insights for ArcGIS (for use with ArcGIS Online) Term License	\$500.00
	Insights for ArcGIS (for use with ArcGIS Enterprise) Perpetual License	\$2,000.00
	Insights for ArcGIS (for use with ArcGIS Enterprise) Annual Maintenance	\$500.00
<b>7</b>	<b>Navigator for ArcGIS - Term and Perpetual License Prices</b>	
	Navigator for ArcGIS (for use with ArcGIS Enterprise) Term License	\$50.00
	Navigator for ArcGIS (for use with ArcGIS Online) Term License	\$50.00
	Navigator for ArcGIS (for use with ArcGIS Enterprise) Perpetual License	\$200.00
	Navigator for ArcGIS (for use with ArcGIS Enterprise) Annual Maintenance	\$50.00
<b>Business Analytics</b>		
<b>Business Analytics - U.S. State Options</b>		
<b>8</b>	<b>ArcGIS Business Analyst Desktop - Maintenance Prices</b>	
	ArcGIS Business Analyst Desktop with US State Data Bundle Single Use Maintenance	\$8,560.00
	ArcGIS Business Analyst Desktop with US State Data Bundle Concurrent Use Maintenance	\$8,560.00
<b>8</b>	<b>ArcGIS Business Analyst Desktop with MPI Data - Maintenance Prices</b>	
	ArcGIS Business Analyst Desktop with US State Data Bundle with MPI Data Single Use Maintenance	\$14,450.00
	ArcGIS Business Analyst Desktop with US State Data Bundle with MPI Data Concurrent Use Maintenance	\$14,450.00
<b>8</b>	<b>Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Data Users - Maintenance Prices</b>	
	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 5 Total Data Users Maintenance	\$8,300.00
	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 10 Total Data Users Maintenance	\$12,800.00



	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 15 Total Data Users Maintenance	\$15,300.00
	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 25 Total Data Users Maintenance	\$17,600.00
	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 50 Total Data Users Maintenance	\$20,800.00
	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 100 Total Data Users Maintenance	\$25,900.00
<b>8</b>	<b>Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Data Users - Maintenance Prices</b>	
	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 5 Total Data Users Maintenance	\$11,000.00
	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 10 Total Data Users Maintenance	\$17,000.00
	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 15 Total Data Users Maintenance	\$20,500.00
	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 25 Total Data Users Maintenance	\$23,500.00
	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 50 Total Data Users Maintenance	\$27,700.00
	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 100 Total Data Users Maintenance	\$34,500.00
<b>Business Analytics - U.S. Regional Options</b>		
<b>8</b>	<b>ArcGIS Business Analyst Desktop - Maintenance Prices</b>	
	ArcGIS Business Analyst Desktop with US Regional Data Bundle Single Use Maintenance	\$13,720.00
	ArcGIS Business Analyst Desktop with US Regional Data Bundle Concurrent Use Maintenance	\$13,720.00
<b>8</b>	<b>ArcGIS Business Analyst Desktop with MPI Data - Maintenance Prices</b>	
	ArcGIS Business Analyst Desktop with US Regional Data Bundle with MPI Data Single Use Maintenance	\$20,920.00
	ArcGIS Business Analyst Desktop with US Regional Data Bundle with MPI Data Concurrent Use Maintenance	\$20,920.00
<b>8</b>	<b>Extended Data Users for US Regional ArcGIS Business Analyst Desktop Additional Data Users - Maintenance Prices</b>	
	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 5 Total Data Users Maintenance	\$12,500.00
	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 10 Total Data Users Maintenance	\$19,200.00
	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 15 Total Data Users Maintenance	\$23,000.00
	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 25 Total Data Users Maintenance	\$26,400.00
	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 50 Total Data Users Maintenance	\$31,200.00
	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 100 Total Data Users Maintenance	\$38,900.00

<b>8</b>	<b>Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Data Users - Maintenance Prices</b>	
	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 5 Total Data Users Maintenance	\$16,600.00
	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 10 Total Data Users Maintenance	\$25,600.00
	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 15 Total Data Users Maintenance	\$30,700.00
	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 25 Total Data Users Maintenance	\$35,200.00
	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 50 Total Data Users Maintenance	\$41,600.00
	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 100 Total Data Users Maintenance	\$51,800.00
<b>Mobile GIS</b>		
<b>9</b>	<b>ArcPad - Single Use - Perpetual License</b>	
	Annual Maintenance for ArcPad Single Use License	\$250.00
<b>Developer Technology</b>		
<b>10</b>	<b>ArcGIS Engine</b>	
<b>10</b>	<b>ArcGIS Engine - Maintenance</b>	
	Annual Maintenance for ArcGIS Engine Single Use License (without extensions)	\$100.00
	Annual Maintenance for ArcGIS Engine Single Use License (with one or more extensions)	\$400.00
	Primary Maintenance for ArcGIS Engine Concurrent Use License	\$250.00
	Secondary Maintenance for ArcGIS Engine Concurrent Use License	\$185.00
<b>10</b>	<b>ArcGIS Engine Extensions Maintenance</b>	
	Primary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$150.00
<b>10</b>	<b>ArcGIS Runtime Deployment Licenses - Perpetual Prices</b>	
	ArcGIS Runtime Basic - 50 Pack (Level 2 Named User) Single Use Deployment License	\$4,885.00
	ArcGIS Runtime Standard - 25 Pack Single Use Deployment License	\$7,327.00

	ArcGIS Runtime Advanced - 5 Pack Single Use Deployment license	\$7,327.00
	ArcGIS Runtime Analysis Extension - 5 Pack Single Use Deployment license	\$4,885.00
<b>10</b>	<b>ArcGIS Runtime Deployment Licenses - Maintenance Prices</b>	
	ArcGIS Runtime Basic - 50 Pack (Level 2 Named User) Single Use Deployment Maintenance	\$1,000.00
	ArcGIS Runtime Standard - 25 Pack Single Use Deployment Maintenance	\$1,500.00
	ArcGIS Runtime Advanced - 5 Pack Single Use Deployment Maintenance	\$1,500.00
	ArcGIS Runtime Analysis Extension - 5 Pack Single Use Deployment Maintenance	\$1,000.00
<b>10</b>	<b>ArcGIS Developer Subscription Plans - Single Use - Term License</b>	
	ArcGIS Developer Subscription - Builder Plan	\$1,466.00
	ArcGIS Developer Subscription - Professional Plan	\$1,759.00
	ArcGIS Developer Subscription - Premium Plan	\$3,225.00
	ArcGIS Developer Subscription - Enterprise Plan	\$4,201.00
<b>10</b>	<b>ArcGIS Online Developer Subscription</b>	
	ArcGIS Online Developer - Plan Level 1 Subscription	\$20.00
	ArcGIS Online Developer - Plan Level 2 Subscription	\$90.00
	ArcGIS Online Developer - Plan Level 3 Subscription	\$200.00
	ArcGIS Online Developer - Plan Level 4 Subscription	\$500.00
	ArcGIS Online Developer - Plan Level 5 Subscription	\$1,000.00
	ArcGIS Online Developer - Plan Level 6 Subscription	\$2,000.00
	ArcGIS Online Developer - Plan Level 7 Subscription	\$4,000.00
<b>Support and Services</b>		
<b>13</b>	<b>Premium Support Services</b>	
	Premium Support Annual Use—Unlimited Incidents	\$42,425.00
	Premium Support Annual Use—Up to 10 Incidents	\$16,550.00
	Premium Support Additional Authorized Contact—Unlimited Incidents	\$11,000.00
<b>Other</b>		
<b>14</b>	<b>State and Local Government Public Safety Named Users*</b>	
<b>14</b>	*The Public Safety Named Users are available to State and Local Government Public Safety Agencies only. Specifically, law enforcement, emergency management, fire, emergency medical services, or dispatch. These agencies must qualify under Esri Public Safety Agency Program. Participation and purchase must be approved by the Esri Public Safety Team.	
	Public Safety Named User Program Level 1 ArcGIS Online Named User in Continually Staffed Environment License	\$50.00
	Public Safety Named User Program Level 2 ArcGIS Online Named User in Continually Staffed Environment License	\$250.00
	Public Safety Named User Program Level 1 ArcGIS Online Named User in Surge Environment License	\$150.00
	Public Safety Named User Program Level 2 ArcGIS Online Named User in Surge Environment License	\$750.00
	Public Safety Named User Program Level 2 Enterprise Named User in Continually Staffed Environment License	\$250.00
	Public Safety Named User Program Level 2 Enterprise Named User in Surge Environment License	\$750.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>CN102703377-ESRI-GAWUE-17-18</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Travelers Property Casualty Co. of America	<b>NAIC #</b> 25674
<b>INSURED</b> Environmental Systems Research Institute, Inc. 380 New York Street Redlands, CA 92373	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	
	<b>INSURER G :</b>	

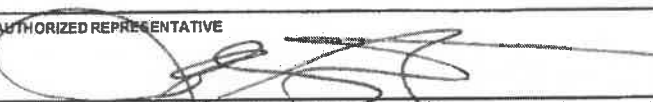
**COVERAGES**      **CERTIFICATE NUMBER:** LOS-002398744-01      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLANKET CONTRACTUAL LIAB <input checked="" type="checkbox"/> OWNERS/CONTRACTORS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER.		6600130P85A	12/15/2017	12/15/2018	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/POP AGG	\$ 2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA3167P651	12/15/2017	12/15/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						COMP/COLL DEDS:	\$ 1,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB8J256475	12/15/2017	12/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Technology Errors & Omissions incl Network Sec. & Privacy		ZPL14T59262 Claims Made Form; Retro Data 7/16/87	12/15/2017	12/15/2018	Each Claim & Aggregate	1,000,000
						Deductible	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 WEST VIRGINIA DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS' COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**      **CANCELLATION**

WEST VIRGINIA DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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