



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: 2015-01-13

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

Order Number: CMA 0212 0212 ESR15	Procurement Folder: 63723
Document Name: SWC for "ESRI" Environmental Systems Research Institute, Inc	Reason for Modification:
Document Description: ESRI Software Suite	
Procurement Type: Central Sole Source	
Buyer Name:	
Telephone:	
Email:	
Shipping Method: Best Way	Effective Start Date: 2015-02-02
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2017-02-02

VENDOR	DEPARTMENT CONTACT
ENVIRONMENTAL SYSTEMS RESEARCH INC FILE # 54630	Requestor Name: Larry McDonnell Requestor Phone: (304) 558-9999 Requestor Email: larry.d.mcdonnell@wv.gov
LOS ANGELES CA 900744630	<div style="font-size: 48pt; font-weight: bold;">15</div> <div style="font-size: 24pt; font-weight: bold;">FILE LOCATION _____</div>
US	
Vendor Contact Phone: (909) 793-2853 Extension:	
Discount Percentage: 0.0000 Discount Days: 0	

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

Purchasing Division's File Copy

1-20-15
 Date

ENTERED

[Handwritten Signature] 1/14/2015

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 01/20/15 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 1-22-15 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: 1-20-15 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The Vendor Environmental Systems Research Institute (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 1/02/15 the Vendor's State of West Virginia Price List E417M-3Q2014, per the Terms and Conditions, Addendums and Agreements documentation as attached..

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43232510			EA	\$0.000000

Description: Geographic information system

Extended Description:

Total Order Amount	Open End
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ESR15	Document Phase Draft	Document Description ESRI Software Suite	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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, and any other documents incidental thereto.

The Parties Agree as follows:

1. **WV-96 Agreement Addendum:** All provisions contained in the WV-96 Agreement Addendum and the WV-96A Agreement Addendum (as modified by the Parties), both attached hereto as Exhibit A are incorporated herein by reference.
2. **Modifications:** Except as provided in this Addendum, any modifications or amendments to this contract of any kind will not become effective until that change is processed in accordance with Section 31 of the Purchasing Division's General Terms and Conditions. Changes to terms and conditions, products offered, and pricing are all subject to this provision.
3. **Hardware:** All references to "hardware" and to "the sale of hardware" are hereby deleted. Hardware will not be sold under this Contract.
4. **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.
5. **Confidentiality:** All references to confidentiality of this contract and corresponding documents that comprise the contract are hereby deleted. State contracts are public documents subject to the West Virginia Freedom of Information Act and will be disclosed to the public through posting to the Purchasing Division's website, or in any other way that the Purchasing Division deems appropriate.
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. **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 will be second in priority. The Purchasing Division's General Terms and Conditions attached hereto as Exhibit B shall be third in priority. Finally, all Esri documents attached hereto and identified as; Exhibit 1, Scope of Use, E300 (incorporating Addendum 1, Software Terms of Use, Addendum 2, Data Terms of Use, Addendum 3, Online Services Terms of Use, and Addendum 4, Limited Use Programs); General License Terms and Conditions, E204M; State and Local MPA Terms and Conditions, E500M; Premium Support Services Agreement, B601M; Training Terms and Conditions, E207CWM; and the Esri MPA Price List, shall be fourth or lower in order of priority with the first Esri document listed in this section being fourth in priority, the second Esri document listed being fifth in priority and so on.

8. 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.

9. Changes to Certain Documents: The State and Esri agree that the documents contained in Exhibit 1, shall only be modified or updated as follows:

Exhibit 1, Scope of Use: Addendum 1, Software and Addendum 2, Esri Data

New or updated Software or Esri Data may require that additional and/or revised terms be incorporated in Addendum 1 and/or Addendum 2, respectively, and such additional and/or revised 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 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.

Exhibit 1, Scope of Use, Addendum 2, Third Party Data

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 the 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 of Addendum 2. 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.

Exhibit 1, Scope of Use, Addendum 3, Esri Online Services

Esri's then-current standard Online Services Addendum may be found on Esri's Web site. Esri will provide thirty (30) days advance written notice of changes to Addendum 3, Section 1, Common Terms of Use of Online Services and Section 2, Terms of Use For Specific Online Services. The new and/or revised terms shall apply 30 days after notice, except as provided under Section 1, below .

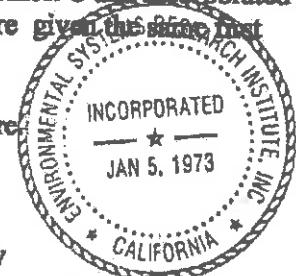
Applicability of any changes to Section 1 new or revised terms is subject to execution of a mutually agreed written amendment. Esri may propose revisions, consistent with then-current Section 1 terms, for negotiation and incorporation into the Agreement. If the parties cannot agree on such revisions, and an amendment is not executed, Licensee may terminate its Online Services order/subscription and Licensee will receive a prorated refund of the remaining subscription fee, or Esri, at its sole option, may decline to allow Licensee to renew the Online Services subscription or purchase additional credits (thereby terminating access or use).

If Licensee objects to or does not accept the applicable additional or revised terms of the then-current Section 2, Licensee's recourse is to either, 1) cease use or access of the individual function(s), capability(s) or service(s) that the additional or revised terms apply to, or 2) terminate its Online Services order/subscription and receive a prorated refund of the remaining subscription fee.

For the avoidance of doubt, the General License Terms and Conditions of this Agreement together with Addendum 1 Section 1, Addendum 2, for Esri Data only, and Addendum 3, Section 1 of this Agreement may not be amended except by a written instrument signed by both parties.

10. Privacy: This Agreement is hereby amended by the confidentiality requirements contained in the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>, as amended by the Security Addendum and attached hereto as Exhibit C and incorporated herein as if specifically set forth herein so that both documents are given the same first priority as this addendum.

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



Environmental Systems Research
Institute, Inc
("Vendor" or "Esri")
By: [Signature]
Chris Johnson
Its: Manager, Domestic Contracts

WV Office of Technology
By: [Signature]
Justin M. Allister
Its: CEO

Date: 11/7/14

Date: 01/13/15

WV Attorney General's Office
By: [Signature]
Its: Deputy Atty General
Date: 1-22-15

WV Purchasing Division
By: [Signature]
Its: DIRECTOR
Date: 1/13/15

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 or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
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 LIMITATION** - 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. Limitations on special, incidental or consequential damages are acceptable. EXCEPT AS PROVIDED IN ARTICLE 8 of ESRI's General License Terms and Conditions - INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF ESRI 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 reference to automatic renewal is 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 references 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.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: WV01
Signed: [Signature]
Title: CFO
Date: 1/13/15

Environmental Systems Research Institute, Inc.
(VENDOR)

Company Name: [Signature]
Signed: Chris Johnson
Title: Manager, Domestic Contracts
Date: 11/7/14



WV-96A
Rev. 12/12

AGREEMENT ADDENDUM FOR SOFTWARE

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 or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
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 amount 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 LIMITATION** - 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. Limitations on special, incidental or consequential damages are acceptable. EXCEPT AS PROVIDED IN ARTICLE 8 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. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
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 reference to automatic renewal is 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.
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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.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: WVOT
Signed: [Signature]
Title: CFO
Date: 1/13/15

Environmental Systems Research Institute, Inc.
(VENDOR)
Company Name: [Signature]
Signed: Chris Johnson
Title: Manager, Domestic Contracts
Date: _____



11/7/14

Exhibit B – Purchasing Division’s General Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract, as modified.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

Revised 08/21/2013

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on the latest signature dated on the Addendum to ESRI Agreement with the State of West Virginia date signed and extends for a period of two (2) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract, and as updated by the parties. Renewal of this Contract is limited to three (3) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the Vendor quotations or task orders, included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the Vendor quotations or task orders included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing discounts set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- Commercial General Liability Insurance:**

- Builders Risk Insurance: Not Applicable.**

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

As required.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. [Reserved]

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. [Reserved]

12. [Reserved]

13. [Reserved]

14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. [Reserved]

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. [Reserved]

18. [Reserved]

19. [Reserved]

20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. [Reserved]
22. [Reserved]
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. [Reserved]
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles, except that US federal law governs in matter of intellectual property. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy.

but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments, except for the sale of all or substantially all of the Vendor's assets. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. [Reserved]
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
38. [RESERVED]
39. **CONFIDENTIALITY:** The parties agree to abide by the confidentiality requirements contained in the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>, as amended by the Security Addendum attached hereto as Exhibit C.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.
- If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.
41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by

any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any third-party claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies with the performance of the Contract to the extent arising out of Vendor's failure to perform any of its obligations hereunder; (2) Any third-party claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the use of any data used under the Contract.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. [Reserved]**
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.
- After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.
- 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.
- 52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United

States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § SA-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

Exhibit C – Privacy Addendum

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, Esri, 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:

Esri may collect Agency information as part of a technical support call. Esri 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 Esri 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, Esri 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; Esri 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; Esri 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/admin/purchase/vrc/agency/dl.htm and, (2) unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov. For Breaches involving multiple customers, Esri will provide notification using the organizational contact information on file. Esri's mass notification process is unable to accommodate additional points of contact for this type of notification.

4.4.2.4 Esri shall immediately investigate such actual or suspected Security Incident, Breach, or unauthorized use or disclosure of Confidential Information. Esri 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 1
SCOPE OF USE
(E300 06/13/2014)**

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

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 1 takes precedence over conflicting General License Terms and Conditions of the License Agreement.

SECTION 1—DEFINITIONS

Software may be offered under the following license types as set forth in the applicable sales quotation, purchase order, or other document identifying the Products that Licensee orders:

1. "Concurrent Use License" means a license to install and use the Product 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.
2. "Deployment Server License" means a full use license that authorizes Licensee to install and use the Software for all uses permitted in the License Agreement and as described in the Documentation.
3. "Development Server License" means a license that authorizes Licensee to install and use the Software to build and test Value-Added Applications as described in the Documentation.
4. "Esri Client Software" means ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.
5. "Esri Content Package" means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online Basemap Services.
6. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Product on a single computer for use by that end user on the computer on which the Product is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
7. "Staging Server License" means a license that authorizes Licensee to install and use the Software for the following purposes: building and testing Value-Added Applications and map caches; conducting user acceptance testing, performance testing, and load testing of other third-party software; staging new commercial data updates; and training activities as described in the Documentation. Value-Added Applications and map caches can be used with Development and Deployment Servers.
8. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.
9. "Perpetual License" means a license to use a version of the Product, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

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

<p>Desktop Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>) ▪ ArcGIS Explorer Desktop (20; <u>Addendum 2, Note 1</u>) ▪ ArcGIS for AutoCAD (20) ▪ ArcPad (12; 13; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 2</u>) ▪ ArcReader (20; <u>Addendum 2, Note 1</u>) ▪ Esri Business Analyst (<u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>) ▪ Esri Maps for IBM Cognos, MicroStrategy, Microsoft Dynamics CRM, Office, SharePoint, Salesforce, or SAP BusinessObjects (2; <u>Addendum 2, Note 1</u>) ▪ ArcGIS for Windows Mobile (15; 54; <u>Addendum 2, Note 1</u>) ▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (<u>Addendum 2, Note 1</u>) <p>Server Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Server <ul style="list-style-type: none"> – Workgroup (28; 29; 30; 32; 38; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>) – Enterprise (31; 38; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>) – with Virtual Cloud Infrastructure (10; <u>Addendum 3—Common Terms</u>) ▪ ArcGIS for Server Extension <ul style="list-style-type: none"> – ArcGIS for INSPIRE (<u>Addendum 2, Note 1</u>) ▪ Esri Business Analyst for Server <ul style="list-style-type: none"> – Workgroup (28; 29; 30; 31; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>) – Enterprise (31; 39; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>) ▪ Portal for ArcGIS (31; <u>Addendum 2, Note 1</u>) ▪ Esri Tracking Server (31) 	<p>Developer Tools</p> <ul style="list-style-type: none"> ▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; <u>Addendum 2, Note 1</u>) ▪ ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; <u>Addendum 2, Note 1</u>) ▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26) ▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>) ▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; <u>Addendum 2, Note 1</u>) ▪ Esri Business Analyst Server Developer (<u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>) ▪ Esri Developer Network (EDN) Software and Data (24; 26; <u>Addendum 2, Note 6</u>) ▪ Esri File Geodatabase API (47) <p>Bundled Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Transportation Analytics (1; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 2</u>; <u>Addendum 2, Note 11</u>)
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Notes:

- If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
- Additional Terms of Use for Products ONLY APPLY to the Products that reference them by number in the table above.
- Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

Additional Terms of Use for Products listed above:

1. Licensee may use the Software, Data, and Online Services included in ArcGIS for Transportation Analytics solely for direct support of fleet operations. No other use of ArcGIS for Transportation Analytics or the individual components that are part of ArcGIS for Transportation Analytics is permitted. This restriction does not apply to the

- ArcGIS Online for Organizations account included with ArcGIS for Transportation Analytics. The ArcGIS Online for Organizations account can be used for any purpose subject to the terms of this License Agreement.
2. Esri Maps applications are licensed for use by Licensee's Named Users of ArcGIS Online or Portal for ArcGIS. Esri Maps applications may only be used by individuals who have been entitled to be a Named User of ArcGIS Online or Portal for ArcGIS. Embedding a Named User credential into an Esri Maps application is prohibited. Use of Esri Maps applications with ArcGIS Online Public Plans or ArcGIS Online Developer Plans is prohibited.
 - 3-9. Reserved.
 10. Licensee will provide information or other materials related to its content (including copies of any client-side applications) as reasonably requested to verify Licensee's compliance with this License Agreement. Esri may monitor the external interfaces (e.g., ports) of Licensee's content to verify Licensee's compliance with this License Agreement. Licensee will not block or interfere with such monitoring, but Licensee may use encryption technology or firewalls to help keep its content confidential. Licensee will reasonably cooperate with Esri to identify the source of any problem with the ArcGIS for Server with Virtual Cloud Infrastructure services that may reasonably be attributed to Licensee's content or any end-user materials that Licensee controls.
 11. Reserved.
 12. Software is licensed for navigational use only when used in conjunction with ArcLogistics.
 13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
 14. Reserved.
 15. Licensed as a Deployment License, subject to Article 3, Section 3.1 of the General License Terms and Conditions.
 16. Licensee may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use the Value-Added Applications anywhere not prohibited under export regulation subject to Article 3, Section 3.1 of the General License Terms and Conditions.
 17. Reserved.
 18. The Deployment License is per Value-Added Application per computer.
 19. License may not be used to develop Internet or server-based Value-Added Applications.
 20. Licensee may reproduce and distribute the Software provided all the following occur:
 - a. The Software is reproduced and distributed in its entirety;
 - b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as this License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
 - c. All copyright and trademark attributions/notices are reproduced; and
 - d. There is no charge or fee attributable to the use of the Software.
 21. Reserved.
 22. a. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
 - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on one (1) computer for use only by that end user.
 23. Reserved.
 24. EDN Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Value-Added Applications and map caches can be used with Staging and Deployment Servers. EDN server Software and Data may be installed on multiple computers for use by any Licensee EDN developer; all other EDN Software is licensed as a Single Use License.
 25. Reserved.
 26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.
 27. Reserved.
 28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.

29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.
- 33–37. Reserved.
38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).
- 40–46. Reserved.
47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.
- 48–53. Reserved.
54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.
- 55–63. Reserved.
64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
65. Reserved.
66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

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

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA

In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Licensee shall ensure Users are prohibited from (i) cobranding Data, (ii) using the Data in any unauthorized service or product, or (iii) offering Data through or on behalf of any third party.

SECTION 2—SPECIFIC TERMS OF USE FOR DATA

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

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

- If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
- Additional Terms of Use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

Additional Terms of Use for Products listed above:

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Use of ArcGIS Online Data that is accessible through non-fee-based ArcGIS Online accounts may be subject to usage limits.

ArcGIS Online Basemap Data:

- a. ArcGIS Online basemap data can be taken offline through Esri Content Packages and subsequently delivered (transferred) to any device for use exclusively with licensed Esri Client Software.
- b. ArcGIS Online basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap and geosearch Transactions. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.

Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

- a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/i9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/i9946-icubed.pdf>.
 - d. Microsoft Bing Maps data is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e-802-bing-mapsvcs.pdf>.
 - e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
 - f. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
 - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
2. *StreetMap Premium for ArcGIS. StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics.* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but is not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:
- a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/i9792-teleatlas_use_data.pdf.
3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:
- a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/i9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/i9946-icubed.pdf>.
 - d. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
4. *Business Analyst Data; Location Analytics Data.* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:
- a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst

- (Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API, with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
- b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.
 - c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.
 - d. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
 - e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/i9792-teleatlas_use_data.pdf
 - f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
 - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business Summary, Business Locations, Retail MarketPlace, and Tapestry Segmentation datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:
- **Single Use**: Permits access by a single user to access the data for development or internal use on a desktop computer or server. No Internet access is permitted.
 - **Internal Site/Server—Known User**: Permits access by named (known) users for Licensee's internal use. Web access by those named users is permitted.
 - **Public website (noncommercial)—Constituent-Served Model**: Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
 - **Public website (commercial) Known User**: Permits Licensee to use the Data in an externally facing Value-Added Application for use by named users and to generate revenue from such Value-Added Application.
 - **Public website (commercial) Anonymous User**: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.
6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.
- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/redistribution-rights>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
 - b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

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

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

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

- a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
- b. "API" means application programming interface.
- c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- d. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- e. "Content" means Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- h. "Named User(s)" means individuals to whom Licensee specifically enables private access to Online Services and Value-Added Applications through Licensee's Online Services account. Named Users can be anyone whom Licensee authorizes to access Online Services, but only for the exclusive benefit of Licensee, for example, Licensee's employees, agents, consultants, or contractors. For Education Plan accounts, Named Users may include registered students. No other third parties may be Named Users. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users. Named Users have unique, individual login credentials.
- i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
- j. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- k. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.
- l. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
- m. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities.

- a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
- b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.
- c. Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

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

- If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
- Additional Terms of Use for Products ONLY APPLY to the Products that reference them by number in the table above.

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

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 - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
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 - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
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Notes

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(E204M 06/13/2014)

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- c. Licensee may customize Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in Documentation.
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used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Esri and its licensors. All rights reserved."

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

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

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

ARTICLE 5—TERM AND TERMINATION

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

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

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

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

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT THAT PRODUCTS WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY ROUTE SUGGESTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USES SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Esri's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Esri Maintenance Program or Licensee's authorized distributor's maintenance program, as applicable; or (iii) return of the license fees paid by Licensee for Software or Online Services that do not meet Esri's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using Online Services; and executes and delivers evidence of such actions to Esri or its authorized distributor.

ARTICLE 7—LIMITATION OF LIABILITY

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

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF ESRI AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

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

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. ESRI DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Esri shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out of any claims, actions, or demands by a third party alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided

- a. Licensee promptly notifies Esri in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Esri has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Esri's request and expense.

8.2 If Software or Online Services are found to infringe a US patent, copyright, or trademark, Esri, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Esri or its authorized distributor any infringing item(s). Esri's entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and (i) refund the Perpetual License fees paid by Licensee to Esri or its authorized distributor for the infringing items, prorated on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery, and (ii) for Term Licenses and maintenance, refund the unused portion of the fees paid.

8.3 Esri shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Esri or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Esri for avoiding infringement or use after a return is ordered by Esri under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI AND ITS AUTHORIZED DISTRIBUTOR WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 **Future Updates.** Use of Products licensed under this License Agreement is covered by the terms and conditions contained herein. New or updated Products may require additional or revised terms of use under the then-current Esri License Agreement. Esri will make new or revised terms of use available at <http://www.esri.com/legal/software-license> or provide notice of new or revised terms to Licensee.

9.2 **Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, import, transfer, release, or provide access to Products, Content, Licensee's Content, or Value-Added Applications to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or

entity or into any country where such export, reexport, access, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

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

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

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

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License 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 License Agreement.

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

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

9.9 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Esri licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this License Agreement strictly governs Licensee's use, modification, performance, reproduction, release, display, or disclosure of Products. License provisions that are inconsistent with federal law will not apply. A US government Licensee may transfer Software to any of its facilities to which it transfers the computer(s) on which such Software is installed. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law. *Licensees in the United States of America, Its Territories, and Outlying Areas.* This License Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property and for US government agency use.

9.11 Maintenance. Maintenance for qualifying Products consists of updates and other benefits, such as access to technical support, specified in Esri's or its distributor's current applicable maintenance policy.

9.12 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.

9.13 Patents. Licensee 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 Esri technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Esri technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.



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

ARTICLE 1—DEFINITIONS

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

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

ARTICLE 2—TERM OF AGREEMENT (RESERVED)

ARTICLE 3—PRODUCT OFFERINGS

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

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

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

The license grant and permitted uses specified in Article 3 and Article 4 of the License Agreement are restricted to use within the United States of America, its possessions, and territories. For Internet mapping Software, the server must be located within the United States of America, its possessions, and territories.

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination

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

- d. **License Survival.** Upon expiration of this Agreement or voluntary termination of this Agreement, Licensee may continue to retain and use such licensed Products in accordance with the License Agreement. Licensee may then directly and separately contract for Product maintenance.

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

ARTICLE 6—NO MINIMUM PURCHASE

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

ARTICLE 7—ORDERS

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

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

- a. Name or identification of Licensee, place of delivery, and the end-user name and contact information
- b. Purchase order number
- c. Primary site for maintenance if primary maintenance is *not* ordered
- d. Quantity, description, and unit price
- e. On the face of the purchase order, print the following statement: "Subject to Master Purchase Agreement No. (2013MPA2666)."

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

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

ARTICLE 8—ESRI AUTHORIZED RESELLER ORDERS

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

- a. The quotation for Products and the selection of the Esri reseller must comply with all applicable state and local public procurement laws and regulations;
- b. The Esri reseller must be a member of the Esri Business Partner Program in good standing at the time the Esri reseller places the order with Esri and be authorized to provide Products ordered as defined at Esri website <http://gis.esri.com/partners/index.html>. Select "Resellers" to view the authorized resellers and Products they are authorized to provide; and
- c. The Licensee purchase order forwarded by the reseller to Esri must list the information requested in Section 7.2, the Esri reseller name, and the Product MPA pricing [Reseller must use MPA pricing to use this Agreement.].

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

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

ARTICLE 9—PRICING

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

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

9.3 Custom Software and Application Services. Custom software and application services are available on a time and materials or firm fixed price basis via a signed task order. The Custom Software, Technical Data, and Assistance License Addendum (E600M) and the Time and Material Rate Schedule together comprise the applicable terms, staffing, and hourly labor rates (hourly rates applicable only for time and materials projects) for any such work to be performed under this Agreement. Labor rates are subject to annual escalation in January of each year. The scope of work and any additional terms are subject to mutual agreement in the task order. Information and arrangements regarding Custom Software and Application Services are available from the Implementation Services Program Manager, at 909-793-2853, ext. 1546.

9.4 Training Services. Training will be provided in accordance with the policies defined under "Education and Training" at <http://www.esri.com> and the Esri Training Terms and Conditions (E207CWM) incorporated herein. Training prices are subject to annual escalation, not to exceed seven and one-half percent (7.5%) in January of each year.

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

ARTICLE 10—MAINTENANCE

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

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

ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

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

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

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

ARTICLE 12—HARDWARE PURCHASES

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

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

12.2 Responsibilities

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

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

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

ARTICLE 13—GENERAL PROVISIONS

13.1 Order of Precedence. The General Provisions and Limitations of Liability provisions of the License Agreement shall apply to the entire Agreement unless specifically stated otherwise and are supplemented by the provisions set forth in this Article 13. In the event of a conflict between the terms of documents in this Agreement, the documents will have the following precedence: (i) Esri MPA Terms and Conditions (E500M), (ii) the License Agreement, (iii) the Custom Software, Technical Data, and Assistance License Addendum, and (iv) the Esri Training Terms and Conditions.

13.2 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 (E500M)

Esri Contact:

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

ARTICLE 14—CONFIDENTIALITY

Subject to Licensee's open records act, Product and services pricing information, including applicable discount rates, is considered 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 15—FORCE MAJEURE

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



PREMIUM SUPPORT SERVICES AGREEMENT

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

PSS Agreement No. _____

This Premium Support Services Agreement ("PSS Agreement") is entered into by and between Environmental Systems Research Institute, Inc. ("Esri"), a California corporation located at 380 New York Street, Redlands, California 92373-8100, and the licensee listed below ("Licensee"). Esri and Licensee shall be referred to herein collectively as the "Parties" and individually as a "Party."

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

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

The terms and conditions of the Esri License Agreement(s) for the affected Products govern any updates, patches, hot fixes, or software provided under PSS.

This PSS Agreement may be executed in duplicate by the Parties. An executed PSS Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

The Parties acknowledge that they have read and understand this PSS Agreement and agree to be bound by its terms and conditions. This PSS Agreement is in effect as of the date last signed below ("Effective Date").

(Licensee)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ARTICLE 1—DEFINITIONS

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

"GIS" means geographic information systems.

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

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

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

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

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

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

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

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

ARTICLE 2—PREMIUM SUPPORT SERVICES PROGRAM

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

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

TAM shall do the following:

- a. Be familiar with Licensee's GIS software architecture and infrastructure;
- b. Verify that all open Premium Support Incidents of Licensee are prioritized above Incidents opened pursuant to Standard Maintenance;
- c. Work closely with Senior Support Analysts toward the resolution of all open Premium Support Incidents;
- d. Provide LAC with a daily status update on all open Premium Support Incidents or as agreed upon by TAM and Licensee; and
- e. Take reasonable efforts to be available to LAC from 5:00 a.m. to 5:00 p.m. Pacific standard time, Monday through Friday, except on Esri holidays.

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

2.3 Telephone, Chat, and E-mail Support. Esri shall provide support to Licensee for applicable Products by telephone, chat, or e-mail. LAC may open Incidents by telephone or logging the Incidents via the My Support Portal accessible via the Esri website. Incidents logged in this manner will receive Priority Incident Management. An e-mail acknowledgment shall be sent to LAC for a new Incident logged via the My Support Portal. Esri shall use commercially reasonable efforts to call or send an e-mail response within one (1) hour of receipt of a new Incident to notify LAC that the logged Premium Support Incident is in the initial stage of review.

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

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

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

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

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

ARTICLE 3—RESTRICTIONS AND EXCLUSIONS

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

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

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

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

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

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

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

ARTICLE 4—TERM AND TERMINATION

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

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

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

ARTICLE 5—COMPENSATION

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

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

5.3 Purchase Order Requirements

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

ARTICLE 6—CONFIDENTIALITY

6.1 Confidential Information. This Article shall not apply to Personally Identifiable Information, as this information is governed by the confidentiality requirements contained in the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>, as amended by the Security Addendum attached hereto as Exhibit C.

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

- a. Information that is or becomes available to the public through no breach of this PSS Agreement;
- b. Information that is already known to Receiving Party and can be shown to be in its possession at the time of disclosure;
- c. Information that was received by Receiving Party without any duty of confidentiality;

- d. Information that is rightfully received by Receiving Party from a third party that is not under a nondisclosure obligation to Disclosing Party; and
- e. Information that is independently developed by either Party without reference to Confidential Information.

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

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

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

6.3 Remedies for Disclosure. Receiving Party acknowledges that any breach of this Article 6 Confidentiality may cause Disclosing Party irreparable harm and that, in the event of such breach, in addition to any and all remedies at law, Disclosing Party shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief. Receiving Party hereby agrees to submit to the personal jurisdiction of any such court only for purposes of an action seeking such relief. Disclosing Party is entitled, if the underlying suit is successful, to recover all costs and expenses incurred in such action, including reasonable attorney fees.

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

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

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

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

7.2 General Disclaimer. ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT PSS OR ANY SERVICES PROVIDED HEREUNDER WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION WILL BE UNINTERRUPTED,

ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PSS IS NOT DESIGNED OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

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

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

ARTICLE 8—LIMITATION OF LIABILITY

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

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

8.3 Applicability of Disclaimers and Limitations. The Parties agree that Esri has set its prices and entered into this PSS Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the Parties, and that the same form an essential basis of the bargain between the Parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 9—GENERAL PROVISIONS

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

9.2 Nonsolicitation of Esri Personnel. Licensee shall not solicit for hire any member of Esri's technical staff who is associated with this PSS Agreement while the PSS Agreement is in effect and for a period of one (1) year thereafter. If this provision is breached, liquidated damages equal to twelve (12) months of the Esri's technical staff's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by Licensee to Esri.

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

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

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

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

9.7 Export Control Regulations. Licensee shall comply with all applicable laws and regulations of the United States and other countries including, without limitation, applicable US and international import and export laws. Software, Data, Documentation, any underlying information or technology, and Confidential Information shall not be exported, reexported, or provided in whole or in part, to (i) any country to which the United States has embargoed goods; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List; or (iv) any person or entity where such export, reexport, or provision violates any US export control law or regulation.

9.8 Governing Law and Arbitration. This PSS Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Any controversy or claim arising out of or relating to this PSS Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a US Government agency, this PSS Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC §§601–613), in lieu of the arbitration provisions of this clause.

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

9.10 Taxes. Services provided are quoted exclusive of all state, local, value-added, or other taxes, and customs, duties, or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's services provided pursuant to this PSS Agreement, Esri Software, Data, or Documentation, Licensee shall pay any such applicable taxes and/or charges upon receipt of written notice that such taxes and/or charges are due.

9.11 Entire Agreement. This PSS 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. Additional or different terms included with an order or other document of Licensee shall not be binding upon Esri. Any modification(s) or amendment(s) to this PSS Agreement must be in writing and signed by an authorized representative of each Party.



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

RECITALS

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

ARTICLE 1—TRAINING DESCRIPTION

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

ARTICLE 2—ESRI'S RESPONSIBILITIES

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

ARTICLE 3—CLIENT'S RESPONSIBILITIES

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

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

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

ARTICLE 4—INSURANCE AND INDEMNIFICATION

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

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

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

ARTICLE 5—UNIQUE CLIENT COACHING PRIVACY TERMS

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

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

ARTICLE 6—SOFTWARE LICENSES

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

ARTICLE 7—CANCELLATION AND RESCHEDULING POLICY

7.1 Individual Student Seats

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

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

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

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

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

ARTICLE 8—PAYMENT

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

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

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

ARTICLE 9—CONFIDENTIAL INFORMATION

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

ARTICLE 10—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

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

ARTICLE 11—FORCE MAJEURE

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

ARTICLE 12—WARRANTY

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

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

ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

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

ARTICLE 14—EXPORT CONTROL REGULATIONS

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

ARTICLE 15—TAXES

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

ARTICLE 16—UCC INAPPLICABILITY

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

ARTICLE 17—GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the state in which training is being held or, in the case of training provided over the Internet, the laws of the State of California, without reference to its conflict of laws principles.

State of West Virginia
MPA Price List
E417M—3Q2014

Section	Description	Price
1	ArcGIS for Desktop Software	
1	ArcGIS for Desktop Concurrent Use Licenses	
	ArcGIS for Desktop Advanced Concurrent Use License	\$8,910.00
	ArcGIS for Desktop Standard Concurrent Use License	\$6,300.00
	ArcGIS for Desktop Basic Concurrent Use License	\$3,150.00
1	ArcGIS for Desktop Concurrent Use Licenses Maintenance	
	Primary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License	\$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$700.00
	Secondary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$500.00
1	ArcGIS for Desktop Extensions Concurrent Use Licenses	
	ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS 3D Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Publisher for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Data Interoperability for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Network Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Schematics for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Workflow Manager for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Data Reviewer for Desktop Concurrent Use License	\$2,250.00
1	ArcGIS for Desktop Extensions Concurrent Use Licenses Maintenance	
	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	\$197.00
	Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$197.00
	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
1	ArcGIS for Desktop Single Use Licenses	
	ArcGIS for Desktop Advanced Single Use License	\$8,910.00
	ArcGIS for Desktop Standard Single Use License	\$6,300.00

	ArcGIS for Desktop Basic Single Use Unkeyed License	\$1,350.00
	ArcGIS for Desktop Basic Single Use Keyed License	\$1,350.00
1	ArcGIS for Desktop Single Use Licenses Maintenance	
	Primary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,500.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$2,100.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$1,800.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$400.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$300.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$900.00
1	ArcGIS for Desktop Advanced Extensions Single Use Licenses	
	ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Network Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Schematics for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Publisher for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$2,250.00
1	ArcGIS for Desktop Extensions Single Use Licenses	
	ArcGIS Spatial Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS 3D Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS Geostatistical Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS Publisher for Desktop Single Use License	\$2,250.00
	ArcGIS Tracking Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS Data Interoperability for Desktop Single Use License	\$2,250.00
	ArcGIS Network Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS Schematics for Desktop Single Use License	\$2,250.00
	ArcGIS Workflow Manager for Desktop Single Use License	\$2,250.00
	ArcGIS Data Reviewer for Desktop Single Use License	\$2,250.00
1	ArcGIS for Desktop Advanced Extensions Single Use Licenses Maintenance	
	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
1	ArcGIS Upgrades	
	ArcGIS for Desktop Basic Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,800.00
1	Upgrade from One ArcGIS Product to Another	
	ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,950.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,950.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,560.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,560.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$3,150.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,760.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,760.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,610.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,610.00
1	Esri Roads and Highways	
	Esri Roads and Highways for Desktop Concurrent Use License	\$9,000.00
	Esri Roads and Highways for Desktop Single Use License	\$9,000.00
	Annual Maintenance for Esri Roads and Highways for Desktop Concurrent Use License	\$2,500.00
2	Esri Mapping and Charting	
	Esri Production Mapping Concurrent Use License	\$9,000.00
	Esri Production Mapping Single Use License	\$9,000.00
	Annual Maintenance for Esri Production Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Production Mapping Single Use License	\$2,500.00
	Esri Defense Mapping Concurrent Use License	\$9,000.00
	Esri Defense Mapping Single Use License	\$9,000.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Defense Mapping Single Use License	\$2,500.00
	ArcGIS for Aviation: Airports Concurrent Use License	\$4,500.00
	ArcGIS for Aviation: Airports Single Use License	\$4,500.00
	Annual Maintenance for ArcGIS for Aviation: Airports Concurrent Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Aviation: Airports Single Use License	\$1,250.00
	ArcGIS for Aviation: Charting Concurrent Use License	\$9,000.00
	ArcGIS for Aviation: Charting Single Use License	\$9,000.00
	Annual Maintenance for ArcGIS for Aviation: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Aviation: Charting Single Use License	\$2,500.00
	ArcGIS for Maritime: Charting Concurrent Use License	\$9,000.00
	ArcGIS for Maritime: Charting Single Use License	\$9,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Charting Single Use License	\$2,500.00
	ArcGIS for Maritime: Bathymetry Concurrent Use License	\$4,500.00

	ArcGIS for Maritime: Bathymetry Single Use License	\$4,500.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Concurrent Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Single Use License	\$1,250.00
2	Esri Mapping and Charting Solutions Bundles	
	Esri Defense Mapping Bundle Single Use License	\$26,100.00
	Esri Defense Mapping Bundle Concurrent Use License	\$26,100.00
	Annual Maintenance for Esri Defense Mapping Bundle Single Use License	\$6,500.00
	Annual Maintenance for Esri Defense Mapping Bundle Concurrent Use License	\$6,500.00
	ArcGIS for Aviation: Airports Bundle Single Use License	\$9,450.00
	ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$9,450.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Single Use License	\$2,750.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$2,750.00
	ArcGIS for Aviation: Charting Bundle Single Use License	\$18,450.00
	ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$18,450.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Single Use License	\$6,500.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$6,500.00
	ArcGIS for Maritime: Charting Bundle Single Use License	\$16,830.00
	ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$16,830.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Single Use License	\$6,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$6,000.00
	ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$11,250.00
	ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$11,250.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$3,350.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$3,250.00
3	Esri CityEngine	
	Esri CityEngine Advanced Concurrent Use License	\$3,600.00
	Esri CityEngine Advanced Single Use License	\$3,600.00
	Esri CityEngine Basic Single Use License	\$450.00
	Primary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$675.00
	Primary Maintenance for Esri CityEngine Advanced Single Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Single Use License	\$675.00
	Primary Maintenance for Esri CityEngine Basic Single Use License	\$100.00
	Secondary Maintenance for Esri CityEngine Basic Single Use License	\$85.00
3	Esri CityEngine Product Upgrades	
	Esri CityEngine Advanced Concurrent Use or Single Use License Upgrade from Basic Single Use License	\$3,150.00
4	Esri Developer Technology	
4	ArcGIS Engine Licenses	
	ArcGIS Engine Single Use License	\$450.00
	ArcGIS Engine Concurrent Use License	\$1,125.00
	ArcGIS Engine Concurrent Use License Upgrade from ArcGIS Engine Single Use License	\$725.00
	Annual Maintenance for ArcGIS Engine Single Use License (without extensions)	\$100.00
	Annual Maintenance for ArcGIS Engine Single Use License (with one or more extensions)	\$400.00
	Primary Maintenance for ArcGIS Engine Concurrent Use License	\$250.00
	Secondary Maintenance for ArcGIS Engine Concurrent Use License	\$185.00
4	ArcGIS Engine Extensions Single Use Licenses	
	ArcGIS 3D Analyst for Engine Single Use License	\$900.00
	ArcGIS Spatial Analyst for Engine Single Use License	\$900.00
	ArcGIS Geodatabase Update for Engine Single Use License	\$900.00
	ArcGIS Network Analyst for Engine Single Use License	\$900.00
	ArcGIS Schematics for Engine Single Use License	\$900.00
	ArcGIS Tracking Analyst for Engine Single Use License	\$900.00

	ArcGIS Data Interoperability for Engine Single Use License	\$900.00
4	ArcGIS Engine Extensions Concurrent Use Licenses	
	ArcGIS 3D Analyst for Engine Concurrent Use License	\$900.00
	ArcGIS Spatial Analyst for Engine Concurrent Use License	\$900.00
	ArcGIS Geodatabase Update for Engine Concurrent Use License	\$900.00
	ArcGIS Network Analyst for Engine Concurrent Use License	\$900.00
	ArcGIS Schematics for Engine Concurrent Use License	\$900.00
	ArcGIS Tracking Analyst for Engine Concurrent Use License	\$900.00
	ArcGIS Data Interoperability for Engine Concurrent Use License	\$900.00
4	ArcGIS Engine Extensions Maintenance	
	Primary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$150.00
4	ArcGIS Runtime	
	ArcGIS Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$4,836.00
	Annual Maintenance for ArcGIS Runtime Standard 25-Pack Single Use Deployment License	\$1,000.00
4	ArcGIS Extensions for ArcGIS Runtime	
	ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,672.00
	ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,672.00
	ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,672.00
	Annual Maintenance for ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
	Annual Maintenance for ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
	Annual Maintenance for ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
4	Esri Developer Network (EDN)	
4	EDN Standard Annual Subscriptions	
	EDN Standard Single Use Term License	\$1,451.00
	EDN Standard with ArcGIS for Desktop Basic Single Use Term License	\$1,934.00
	EDN Standard with ArcGIS for Desktop Standard Single Use Term License	\$2,902.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use Term License	\$3,869.00
4	For Current EDN Subscribers	
	EDN Standard Optional Add-on Software ArcGIS for Desktop Basic Single Use Term License	\$484.00
	EDN Standard Optional Add-on Software ArcGIS for Desktop Standard Single Use Term License	\$1,451.00
	EDN Standard Optional Add-on Software ArcGIS for Desktop Advanced Single Use Term License	\$2,418.00
4	EDN Software Upgrades	
	EDN Standard with ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic License	\$967.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,934.00

	EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard License	\$967.00
4	EDN Other	
	Technical Support (10 calls) for EDN	\$2,000.00
	Instructor-Led Training (5 days) for EDN	\$2,200.00
5	ArcGIS for Server Enterprise	
5	ArcGIS for Server Enterprise Advanced	
	ArcGIS for Server Enterprise Advanced (up to four cores)	\$36,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores)	\$10,000.00
	ArcGIS for Server Enterprise Advanced (additional cores)	\$9,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores)	\$2,500.00
5	ArcGIS for Server Enterprise Standard	
	ArcGIS for Server Enterprise Standard (up to four cores)	\$18,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores)	\$5,000.00
	ArcGIS for Server Enterprise Standard (additional cores)	\$4,500.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores)	\$1,250.00
5	ArcGIS for Server Enterprise Basic	
	ArcGIS for Server Enterprise Basic (up to four cores)	\$9,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores)	\$3,000.00
	ArcGIS for Server Enterprise Basic (additional cores)	\$2,250.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores)	\$750.00
5	ArcGIS for Server Workgroup Advanced	
	ArcGIS for Server Workgroup Advanced (up to two cores)	\$9,000.00
	Annual Maintenance for ArcGIS for Server Workgroup Advanced (up to two cores)	\$2,500.00
	ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	\$4,500.00
	Annual Maintenance for ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	\$1,250.00
5	ArcGIS for Server Workgroup Standard	
	ArcGIS for Server Workgroup Standard (up to two cores)	\$4,500.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (up to two cores)	\$1,250.00
	ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	\$2,250.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	\$625.00
5	ArcGIS for Server Workgroup Basic	
	ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$4,500.00
	Annual Maintenance for ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$1,250.00
5	ArcGIS for Server Extensions Enterprise Advanced	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	\$9,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	\$9,000.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	\$9,000.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores)	\$9,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores)	\$2,250.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	\$9,000.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores)	\$9,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores)	\$2,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	\$2,500.00

	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for Data Reviewer for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for Data Reviewer for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores)	\$625.00
5	ArcGIS for Server Extensions Enterprise Standard	
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	\$2,250.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	\$2,250.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	\$2,250.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS Image Extension for Server Enterprise Standard (additional cores)	\$2,250.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	\$2,250.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores)	\$9,000.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores)	\$2,250.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores)	\$2,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores)	\$625.00
5	ArcGIS for Server Extensions Workgroup Advanced	
	ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License	\$4,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	\$1,250.00

	Annual Maintenance for ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
5	ArcGIS for Server Workgroup Extensions Standard	
	ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	ArcGIS Image Extension for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License	\$4,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for Image Extension for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License	\$1,250.00
5	ArcGIS for Server Upgrades	
5	ArcGIS for Server Upgrades—Enterprise to Enterprise	
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$27,000.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$18,000.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores)	\$2,250.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	\$6,750.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	\$4,500.00
5	ArcGIS for Server Upgrades—Workgroup to Workgroup	
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Standard (up to four cores)	\$4,500.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Advanced (up to four cores)	\$13,500.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (up to two cores)	\$4,500.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (additional cores)	\$2,250.00
5	ArcGIS for Server Upgrades—Workgroup to Enterprise	
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Basic (up to four cores)	\$4,500.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$13,500.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$31,500.00

	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$27,000.00
	ArcGIS for Server Workgroup Advanced Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$18,000.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$13,500.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$31,500.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$27,000.00
5	ArcGIS for Server Enterprise Staging Server	
5	ArcGIS for Server Enterprise Advanced Staging Server	
	ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$19,344.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$5,000.00
	ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$4,836.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$1,250.00
5	ArcGIS for Server Enterprise Standard Staging Server	
	ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$9,672.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$2,500.00
	ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$2,418.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$625.00
5	ArcGIS for Server Enterprise Basic Staging Server	
	ArcGIS for Server Enterprise Basic (up to four cores) Staging Server	\$4,836.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores) Staging Server	\$1,500.00
	ArcGIS for Server Enterprise Basic (additional cores) Staging Server	\$1,209.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores) Staging Server	\$375.00
5	ArcGIS for Server Enterprise Extensions Staging Server	
5	ArcGIS for Server Enterprise Advanced Extensions Staging Server	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server	\$313.00

	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
5	ArcGIS for Server Enterprise Standard Extensions Staging Server	
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server	\$4,836.00
	ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	\$1,209.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	\$4,836.00
	ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	\$1,209.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	\$4,836.00
	ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	\$1,209.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	\$4,836.00
	ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	\$1,209.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	\$4,836.00
	ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	\$1,209.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	\$4,836.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	\$1,209.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) Staging Server	\$4,836.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) Staging Server	\$1,209.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	\$313.00

	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) Staging Server	\$313.00
5	ArcGIS for Server Staging Server Upgrades	
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$4,500.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$13,500.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$9,000.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$1,125.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$3,375.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$2,250.00
6	ArcGIS for Server Term Licenses	
6	ArcGIS for Server Enterprise Term Licenses	
	ArcGIS for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$4,700.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$12,000.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$24,000.00
	ArcGIS for Server Enterprise Standard (up to four cores) 30-Day Term License	\$2,300.00
	ArcGIS for Server Enterprise Standard (up to four cores) 90-Day Term License	\$6,000.00
	ArcGIS for Server Enterprise Standard (up to four cores) 365-Day Term License	\$12,000.00
	ArcGIS for Server Enterprise Basic (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS for Server Enterprise Basic (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS for Server Enterprise Basic (up to four cores) 365-Day Term License	\$6,000.00
6	ArcGIS for Server Workgroup Term Licenses	
	ArcGIS for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$2,300.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$6,000.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$12,000.00
	ArcGIS for Server Workgroup Standard (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS for Server Workgroup Standard (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS for Server Workgroup Standard (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 30-Day Term License	\$600.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 90-Day Term License	\$1,500.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 365-Day Term License	\$3,000.00
6	ArcGIS for Server Enterprise Extensions Term Licenses	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$6,000.00

	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$6,000.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,200.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$3,000.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 365-Day Term License	\$6,000.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,200.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 90-Day Term License	\$3,000.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 365-Day Term License	\$6,000.00
6	ArcGIS for Server Workgroup Extensions Term Licenses	
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$3,000.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 365-Day Term License	\$3,000.00

	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 365-Day Term License	\$3,000.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 30-Day Term License	\$600.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,500.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 30-Day Term License	\$600.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 365-Day Term License	\$3,000.00
6	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure	
6	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—365-Day Term Licenses	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$40,000.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$30,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—365-Day Term License	\$25,000.00
6	ArcGIS for Server Enterprise Extensions with Virtual Cloud Infrastructure—365-Day Term Licenses	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
6	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—90-Day Term Licenses	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$12,500.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$10,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—90-Day Term License	\$8,500.00
6	ArcGIS for Server Enterprise Extensions with Cloud Infrastructure—90-Day Term Licenses	

	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
6	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—30-Day Term Licenses	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$5,000.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$4,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—30-Day Term License	\$3,000.00
6	ArcGIS for Server Enterprise Extensions with Virtual Cloud Infrastructure—30-Day Term Licenses	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
8	Location Analytics	
8	Esri Business Analyst for Desktop—Single Use Licenses	
	Esri Business Analyst Basic for Desktop National Single Use License	\$16,646.00

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	Esri Business Analyst Basic for Desktop Regional Single Use License	\$12,146.00
	Esri Business Analyst Basic for Desktop State Single Use License	\$7,646.00
8	Esri Business Analyst for Desktop—Concurrent Use Licenses	
	Esri Business Analyst Basic for Desktop National Concurrent Use License	\$16,646.00
	Esri Business Analyst Basic for Desktop Regional Concurrent Use License	\$12,146.00
	Esri Business Analyst Basic for Desktop State Concurrent Use License	\$7,646.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop National License	\$14,795.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Regional License	\$10,795.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop State License	\$6,795.00
8	Esri Business Analyst Standard for Desktop—Concurrent Use Licenses	
	Esri Business Analyst Standard for Desktop National Concurrent Use License	\$36,896.00
	Esri Business Analyst Standard for Desktop Regional Concurrent Use License	\$26,541.00
	Esri Business Analyst Standard for Desktop State Concurrent Use License	\$16,565.00
8	Esri Business Analyst Standard for Desktop—Single Use Licenses	
	Esri Business Analyst Standard for Desktop National Single Use License	\$36,896.00
	Esri Business Analyst Standard for Desktop Regional Single Use License	\$26,541.00
	Esri Business Analyst Standard for Desktop State Single Use License	\$16,565.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop—Concurrent Use and Single Use Licenses	
8	Annual Maintenance for Esri Business Analyst Standard for Desktop National License	\$32,795.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop Regional License	\$23,590.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop State License	\$14,720.00
8	Esri Business Analyst for Desktop Canadian Edition	
	Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National Single Use License	\$29,565.00
	Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National Concurrent Use License	\$29,565.00
	Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National Single Use License	\$44,955.00
	Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National Concurrent Use License	\$44,955.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National License	\$26,280.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National License	\$39,960.00
8	Esri Business Analyst for Server	
8	Esri Business Analyst for Server Enterprise Advanced	
	Esri Business Analyst for Server Enterprise Advanced (up to four cores)	\$135,000.00
	Esri Business Analyst for Server Enterprise Advanced (additional cores)	\$33,750.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (up to four cores)	\$100,000.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (additional cores)	\$25,000.00
8	Esri Business Analyst for Server Workgroup Advanced	
	Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$67,500.00
	Annual Maintenance for Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$50,000.00
8	Esri Business Analyst for Server—Staging Server	
	Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	\$36,270.00
	Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	\$9,068.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	\$25,000.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	\$6,250.00
9	ArcGIS for Transportation Analytics	

9	ArcGIS for Transportation Analytics with North America Datasets (Includes Mexico)	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	\$75,442.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	\$92,851.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	\$214,718.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	\$412,027.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	\$800,842.00
9	ArcGIS for Transportation Analytics with United States and Canada Datasets	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	\$62,868.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	\$77,376.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	\$178,932.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	\$343,356.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	\$667,368.00
9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses	
9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—North America (Includes Mexico)	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	\$7,544.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	\$4,643.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	\$4,304.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	\$4,111.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	\$4,014.00
9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—United States and Canada	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	\$6,287.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	\$3,869.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	\$3,579.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	\$3,434.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	\$3,337.00
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on	
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—North America (includes Mexico)	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	\$1,838.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	\$1,741.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	\$1,548.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	\$1,402.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	\$1,209.00
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—United States and Canada	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	\$1,548.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	\$1,451.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	\$1,306.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	\$1,161.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	\$1,016.00
11	Esri Address Coder	
	Esri Address Coder Standard National (per user license)	\$8,100.00
	Esri Address Coder Standard Regional (per user license)	\$5,850.00
	Esri Address Coder Standard State (per user license)	\$3,240.00
	Annual Maintenance for Esri Address Coder Standard National (per user license)	\$7,200.00
	Annual Maintenance for Esri Address Coder Standard Regional (per user license)	\$5,200.00
	Annual Maintenance for Esri Address Coder Standard State (per user license)	\$2,880.00
	Esri Address Coder Premium National (per user license)	\$13,500.00
	Esri Address Coder Premium Regional (per user license)	\$9,450.00
	Esri Address Coder Premium State (per user license)	\$5,400.00
	Annual Maintenance for Esri Address Coder Premium National (per user license)	\$12,000.00
	Annual Maintenance for Esri Address Coder Premium Regional (per user license)	\$8,400.00
	Annual Maintenance for Esri Address Coder Premium State (per user license)	\$4,800.00
13	Mobile GIS	

13	ArcPad	
	ArcPad Single Use License	\$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data	\$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data	\$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data	\$630.00
	Annual Maintenance for ArcPad Single Use License	\$250.00
	ArcPad Single Use License Upgrade	\$242.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data Upgrade	\$242.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data Upgrade	\$242.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data Upgrade	\$242.00
13	ArcGIS for Windows Mobile	
	ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	\$1,350.00
	Annual Maintenance for ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	\$300.00
	ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	\$13,500.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	\$3,000.00
	ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	\$1,350.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	\$300.00
	ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	\$1,350.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	\$300.00
13	StreetMap for ArcGIS for Windows Mobile	
13	StreetMap for ArcGIS for Windows Mobile 5-Pack Bundles	
	StreetMap for ArcGIS for Windows Mobile for Desktop NAVTEQ North America Street Data 5-Pack Single Use Term License	\$400.00
	StreetMap for ArcGIS for Windows Mobile for Desktop NAVTEQ Europe Street Data 5-Pack Single Use Term License	\$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ North America Street Data 5-Pack Term License	\$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ Europe Street Data 5-Pack Term License	\$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ North America Street Data 5-Pack Term License	\$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ Europe Street Data 5-Pack Term License	\$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ North America Street Data 5-Pack Term License	\$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ Europe Street Data 5-Pack Term License	\$600.00
13	StreetMap for ArcGIS for Windows Mobile 50-Pack Bundles	
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ North America Street Data 50-Pack Term License	\$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ Europe Street Data 50-Pack Term License	\$5,700.00

	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ North America Street Data 50-Pack Term License	\$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ Europe Street Data 50-Pack Term License	\$5,700.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ North America Street Data 50-Pack Term License	\$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ Europe Street Data 50-Pack Term License	\$3,800.00
16	Instructor-Led Training (ILT)	
	ILT—per Student, per Day at Esri Learning Centers in the United States	\$505.00
	Instructor-Led Online (ILO) Classroom Training—per Student, per Day	\$505.00
	Additional Student—Client Site Private Class per Student, per Day	\$340.00
	Additional Student—Esri Site Private Class per Student, per Day	\$340.00
	Half-Day ILO Training Workshop—per Student, per Seat	\$175.00
	Half-Day ILO Private Training Workshop—20 Students	\$2,625.00
	Full-Day ILO Training Workshop—per Student, per Seat	\$350.00
	Full-Day ILO Private Training Workshop—up to 20 Students	\$5,250.00
	Private Classes—Esri Site per Class, per Day (12 students) in Locations in the United States	\$4,545.00
	Private Classes—Client Site per Class, per Day (12 students) in Locations in the United States	\$4,545.00
	Client Coaching Services—Client Site	\$4,120.00
	Client Coaching Services—Esri Site	\$4,120.00
	Technical Certification Exam Voucher	\$218.00
16	Virtual Campus	
16	Individual Courses	
	Esri Virtual Campus Training Course Pricing (1 paid module)—per Seat	\$32.00
	Esri Virtual Campus Training Course Pricing (2 paid modules)—per Seat	\$64.00
	Esri Virtual Campus Training Course Pricing (3 paid modules)—per Seat	\$96.00
	Esri Virtual Campus Training Course Pricing (4 paid modules)—per Seat	\$128.00
	Esri Virtual Campus Training Course Pricing (5 paid modules)—per Seat	\$160.00
	Esri Virtual Campus Training Course Pricing (6 paid modules)—per Seat	\$192.00
	Esri Virtual Campus Training Course Pricing (7 paid modules)—per Seat	\$224.00
	Esri Virtual Campus Training Course Pricing (8 paid modules)—per Seat	\$256.00
	Esri Virtual Campus Training Course Pricing (9 paid modules)—per Seat	\$288.00
16	Esri Virtual Campus Annual User License Pricing	
	Premium Annual User License (2,500 Virtual Campus dollar value)	\$2,250.00
	Premium Annual User License (5,000 Virtual Campus dollar value)	\$4,250.00
	Premium Annual User License (7,500 Virtual Campus dollar value)	\$6,000.00
	Premium Annual User License (10,000 Virtual Campus dollar value)	\$7,000.00
	Premium Annual User License (25,000 Virtual Campus dollar value)	\$16,250.00
	Premium One-Year Extension Annual User License	\$660.00
16	Esri Training Pass	
	Esri Training Pass—per Day, 50 Days or Greater/per Year—Multiple-Year Term	\$480.00
	Esri Training Pass—per Day, 50 Days or Greater/per Year—One-Year Term	\$480.00
	Esri Training Pass—per Day, up to 49 Days/per Year—Multiple-Year Term	\$505.00
	Esri Training Pass—per Day, up to 49 Days/per Year—One-Year Term	\$505.00
	Esri Training Pass—One-Year Extension, up to 49 Days	\$500.00
	Esri Training Pass—One-Year Extension, 50 Days or More	\$1,500.00
17	Online GIS	
17	ArcGIS Online for Organizations Plans	
	ArcGIS Online Level 1 Plan—Includes up to 5 Named Users and 2,500 Credits	\$2,500.00
	ArcGIS Online Additional User 5-Pack for Level 1 Plan	\$2,500.00
	ArcGIS Online Level 2 Plan—Includes up to 50 Named Users and 10,000 Credits	\$10,000.00

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	ArcGIS Online Additional User 5-Pack for Level 2 Plan	\$1,000.00
	ArcGIS Online Level 3 Plan—Includes up to 100 Named Users and 17,500 Credits	\$17,500.00
	ArcGIS Online Additional User 5-Pack for Level 3 Plan	\$875.00
	ArcGIS Online Level 4 Plan—Includes up to 250 Named Users and 37,500 Credits	\$37,500.00
	ArcGIS Online Additional User 5-Pack for Level 4 Plan	\$750.00
	ArcGIS Online Level 5 Plan—Includes up to 500 Named Users and 62,500 Credits	\$62,500.00
	ArcGIS Online Additional User 5-Pack for Level 5 Plan	\$625.00
	ArcGIS Online Level 6 Plan—Includes up to 1,000 Named Users and 110,000 Credits	\$110,000.00
	ArcGIS Online Additional User 5-Pack for Level 6 Plan	\$550.00
	ArcGIS Online Additional Service Credits—Block of 1,000	\$100.00
17	Esri Business Analyst Online Organization Plans for Use with ArcGIS Online	
	Esri Business Analyst Online (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	\$500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	\$500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	\$2,000.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	\$200.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	\$3,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	\$175.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	\$7,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	\$150.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	\$12,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	\$125.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	\$22,000.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	\$110.00
17	Esri Community Analyst Organization Plans for Use with ArcGIS Online	
	Esri Community Analyst (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	\$500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	\$500.00
	Esri Community Analyst (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	\$2,000.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	\$200.00
	Esri Community Analyst (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	\$3,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	\$175.00
	Esri Community Analyst (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	\$7,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	\$150.00
	Esri Community Analyst (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	\$12,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	\$125.00
	Esri Community Analyst (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	\$22,000.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	\$110.00
17	Esri Redistricting Online	
	Esri Redistricting Online—12 Months	\$4,500.00
	Esri Redistricting Online—24 Months	\$8,325.00
	Esri Redistricting Online—36 Months	\$11,475.00
18	Portal for ArcGIS	
	Portal for ArcGIS—Includes up to 50 Named User Licenses	\$38,688.00
	Portal for ArcGIS—Includes up to 100 Named User Licenses	\$67,704.00
	Portal for ArcGIS—Includes up to 250 Named User Licenses	\$145,080.00
	Portal for ArcGIS—Includes up to 500 Named User Licenses	\$241,800.00
	Portal for ArcGIS—Includes up to 1,000 Named User Licenses	\$425,568.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 50 Named User Licenses	\$10,000.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 100 Named User Licenses	\$17,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 250 Named User Licenses	\$37,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 500 Named User Licenses	\$62,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 1,000 Named User Licenses	\$110,000.00

18	Portal for ArcGIS Additional User 5-Pack	
	Portal for ArcGIS Additional User 5-Pack for up to 50 Named User Licenses	\$3,869.00
	Portal for ArcGIS Additional User 5-Pack for up to 100 Named User Licenses	\$3,500.00
	Portal for ArcGIS Additional User 5-Pack for up to 250 Named User Licenses	\$2,902.00
	Portal for ArcGIS Additional User 5-Pack for up to 500 Named User Licenses	\$2,418.00
	Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named User Licenses	\$2,128.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 50 Named User Licenses	\$1,000.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 100 Named User Licenses	\$875.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 250 Named User Licenses	\$750.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 500 Named User Licenses	\$625.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named User Licenses	\$550.00
18	Portal for ArcGIS Term Licensing	
	Portal for ArcGIS—Includes up to 50 Named Users Annual Term License	\$10,000.00
	Portal for ArcGIS—Includes up to 100 Named Users Annual Term License	\$17,500.00
	Portal for ArcGIS—Includes up to 250 Named Users Annual Term License	\$37,500.00
	Portal for ArcGIS—Includes up to 500 Named Users Annual Term License	\$62,500.00
	Portal for ArcGIS—Includes up to 1,000 Named Users Annual Term License	\$110,000.00
18	Portal for ArcGIS Additional User 5-Pack Term Licensing	
	Portal for ArcGIS Additional User 5-Pack for up to 50 Named Users Annual Term License	\$1,000.00
	Portal for ArcGIS Additional User 5-Pack for up to 100 Named Users Annual Term License	\$875.00
	Portal for ArcGIS Additional User 5-Pack for up to 250 Named Users Annual Term License	\$750.00
	Portal for ArcGIS Additional User 5-Pack for up to 500 Named Users Annual Term License	\$625.00
	Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named Users Annual Term License	\$550.00
20	StreetMap Premium for ArcGIS North America NAVTEQ Data	
20	StreetMap Premium for ArcGIS NAVTEQ Data—United States	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$3,000.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$7,500.00
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$37,500.00
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$15,000.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—North America (United States, Canada, and Mexico)	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)	\$12,000.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$30,000.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	\$150,000.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$60,000.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—State	
	State—Full Use (per single use ArcGIS for Desktop user/per year)	\$2,000.00
	State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$5,000.00
	State—Full Use (per ArcGIS for Server Enterprise/per year)	\$25,000.00
	State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$10,000.00
	State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,000.00
	State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,500.00
	State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$12,500.00
	State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$5,000.00
20	StreetMap Premium for ArcGIS TomTom Data—North America	

20	StreetMap Premium for ArcGIS TomTom Data—United States	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$3,000.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$7,500.00
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$37,500.00
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$15,000.00
20	StreetMap Premium for ArcGIS TomTom Data—Small State in the United States	
	Small State—Full Use (per single use ArcGIS for Desktop user/per year)	\$900.00
	Small State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$2,250.00
	Small State—Full Use (per ArcGIS for Server Enterprise/per year)	\$11,250.00
	Small State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,500.00
	Small State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$500.00
	Small State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,125.00
	Small State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$5,625.00
	Small State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$2,250.00
20	StreetMap Premium for ArcGIS TomTom Data—Medium State in the United States	
	Medium State—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,200.00
	Medium State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$3,000.00
	Medium State—Full Use (per ArcGIS for Server Enterprise/per year)	\$15,000.00
	Medium State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$6,000.00
	Medium State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$600.00
	Medium State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,500.00
	Medium State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$7,500.00
	Medium State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$3,000.00
20	StreetMap Premium for ArcGIS TomTom Data—Large State in the United States	
	Large State—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,800.00
	Large State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$4,500.00
	Large State—Full Use (per ArcGIS for Server Enterprise/per year)	\$22,500.00
	Large State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$9,000.00
	Large State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$900.00
	Large State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,250.00
	Large State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$11,250.00
	Large State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,500.00
20	StreetMap Premium for ArcGIS TomTom Data—North America	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)	\$12,000.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$30,000.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	\$150,000.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$60,000.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00