



**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



MASTER PURCHASE AGREEMENT  
(E111M 11/2006)

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

West Virginia Purchase Order No.  
Esri Agreement No. 2010MPA2666

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

This Agreement is comprised of the following documents:

1. Esri Master Purchase Agreement signature page, E111M 11/2006
2. Esri State and Local MPA Terms and Conditions, E500M 11/2006
3. Esri General License Terms and Conditions, E200M 04/19/2010
4. Esri Exhibit 1, Scope of Use, E300 10/15/2010
5. Esri MPA Price List, E416 10/15/2010
6. Esri Client Site Training Terms and Conditions, E207CWM 09/2009
7. State of West Virginia Agreement Addendum, WV-96, Rev. 10/07
8. State of West Virginia General Terms & Conditions, Purchase Order/Contract, Rev. 8/09/10
9. State of West Virginia Purchasing Affidavit (Revised 12/15/09)

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

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

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

STATE OF WEST VIRGINIA  
(Customer)

By: *Afton L. Hutson*  
Authorized Signature Afton L. Hutson

Printed Name: Assistant General Counsel  
Title: WV Department of Administration

Date: 12-3-2010

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC.  
(Esri)

By: *Sheron Bealer*  
Authorized Signature

Printed Name: Sheron Bealer

Title: Director, Contracts & Legal Services

Date: October 22, 2010

Customer Contact Information

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)

Authorized Signature: *Sharon Bealer* Date: October 22, 2010  
Sharon Bealer - Director Contracts & Legal Services

State of CALIFORNIA

County of SAN BERNARDINO, to-wit:

Taken, subscribed, and sworn to before me this 22<sup>nd</sup> day of October, 2010.

My Commission expires Sep 8, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC See attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of CALIFORNIA }  
County of SAN BERNARDINO } ss.

- See Attached Document (Notary to cross out lines 1-8 below)
- See Statement Below (Lines 1-7 to be completed only by document signer[s], not Notary)

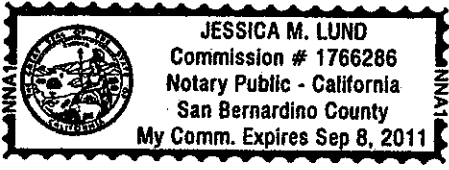
\_\_\_\_\_  
Signature of Document Signer No. 1

\_\_\_\_\_  
Signature of Document Signer No. 2

Subscribed and sworn to (or affirmed) before me this 22nd day of October, 2010, by

(1) SHERON BEALER

(2) \_\_\_\_\_



proved to me on the basis of satisfactory evidence to be the person(s) who appear before me.

Jessica M. Lund  
Signature of Notary Public

Place Notary Seal above

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Further Description of Any Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer[s] Other than above: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER #1  
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2  
Top of thumb here

**AGREEMENT ADDENDUM**

**TO ESRI AGREEMENT NO. 2010MPA2666 FOR STATE OF WEST VIRGINIA**

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 clause 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. 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** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense 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.
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. **ATTORNEY FEES** - 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.
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. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
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 hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

STATE OF WEST VIRGINIA

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

Signed: *Alton L. Hutson*  
Alton L. Hutson  
Title: Assistant General Counsel

Signed: *Sheron Bealer*  
Sheron Bealer  
Title: Director, Contracts & Legal Services

Date: WV Department of Administration

Date: October 22, 2010

Approved as to form prior to signature this 22nd day of October, 2010 by *Dawn & Wayfield*, Deputy Attorney General

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** ~~The Seller expressly warrants that the goods and/or services covered by this order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.~~ 83
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors 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. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for 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. Vendor certifies that this purchase order or 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. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



STATE AND LOCAL MPA TERMS AND CONDITIONS  
(E500M 11/2006)

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

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## ARTICLE 1—DEFINITIONS

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

- a. **"Authorized Entity"** means a political subdivision of the governmental body authorized by Customer to order and acquire Software, Data, Web Services, Documentation, products, or services under this Agreement.
- b. **"License Agreement"** means the General License Terms and Conditions (E200M) and Exhibit I, Scope of Use (E300).
- c. **"Licensee"** means the Customer or an Authorized Entity that places orders pursuant to this Agreement.

## ARTICLE 2—TERM OF AGREEMENT

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

## ARTICLE 3—PRODUCT OFFERINGS

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

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

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

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

## ARTICLE 5—TERMINATION; CANCELLATION

### 5.1 Termination

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



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

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

## ARTICLE 6—FUNDING; NO MINIMUM PURCHASE

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

**6.2 No Minimum Purchase.** Licensee does not guarantee to purchase any certain quantity under this Agreement.

## ARTICLE 7—ORDERS

**7.1 Licensee Purchase Orders.** Licensee shall issue purchase orders to Esri for Software, Data, Web Services, Documentation, or services based on the pricing specified in this Agreement. The terms and conditions of this Agreement shall govern all orders issued by Licensee. Any additional or different terms included with an order shall require approval by Esri via a written modification to this Agreement to be binding.

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

- a. Name or identification of Licensee, place of delivery, and the end user name and contact information
- b. Purchase order number
- c. Date delivery is requested (minimum thirty [30] days after Esri receipt of order)
- d. Primary site for maintenance if primary maintenance is *not* ordered
- e. Quantity, description, and unit price
- f. On the face of the purchase order, print the following statement: "Subject to Master Purchase Agreement No. 2010MPA2666\_\_\_\_\_."

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

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

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

## ARTICLE 8—ESRI AUTHORIZED RESELLER ORDERS

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

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

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

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

## **ARTICLE 9—PRICING**

**9.1 Pricing.** Esri will provide Software, Data, Web Services, Documentation, maintenance, and support specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated Esri Price List are exclusive of shipping, installation, and applicable taxes. Esri may update the pricing no more than once each calendar quarter upon written notice to Customer.

**9.2 Reserved**

**9.3 Reserved**

**9.4 Training Services.** Training will be provided in accordance with the policies defined under "Education and Training" at [www.esri.com](http://www.esri.com) and the Esri Client Site Training Terms and Conditions (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 Software can be arranged. Shipping and handling charges may be confirmed in advance; the Esri invoicing program will incorporate the current fees automatically. There may be periodic changes due to fluctuations in the transportation industry fees.

## **ARTICLE 10—MAINTENANCE**

Esri will provide maintenance, comprised of updates and technical support as specified in the latest software maintenance program found on the Esri Web site at <http://esri.com/legal/maintenance>.

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

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

**11.1 Terms of Compensation.** Software, Data, and Documentation will be invoiced one-hundred percent (100%) upon shipment. Web Services will be invoiced one-hundred percent (100%) upon issuance of access codes. Software installation and training services, as applicable, will be invoiced upon completion. Licensee agrees to pay each invoice in full within thirty (30) days of receipt of a valid invoice.

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Licensee Contact:

See signature page (E111M)

Esri Contact:

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



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**EXHIBIT 1  
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(E300 10/15/2010)**

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

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**Data**

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  42. Licensee has the right to one (1) desktop deployment of the ArcGIS Server Image extension Service Definition Editor for every four (4) cores of ArcGIS Server Image extension that are licensed.

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  - b. A license for desktop applications or SharePoint is per organization. For the purposes of this license, organization is equivalent to a principal registered unique domain identifier (as described above). For example, 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.
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(E416 10/15/2010)**

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**MPA Price List  
E416—4Q10**

Section	Description	Price
<b>1</b>	<b>ArcGIS Concurrent Use Licenses</b>	
	ArcInfo Concurrent Use License	\$9,405.00
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000.00
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,200.00
	ArcEditor Concurrent Use License	\$6,650.00
	ArcView Concurrent Use License	\$3,325.00
	ArcGIS Spatial Analyst Concurrent Use License	\$2,375.00
	ArcGIS 3D Analyst Concurrent Use License	\$2,375.00
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,375.00
	ArcGIS Publisher Concurrent Use License	\$2,375.00
	ArcGIS Tracking Analyst Concurrent Use License	\$2,375.00
	ArcGIS ArcScan Concurrent Use License	\$2,375.00
	ArcGIS Maplex Concurrent Use License	\$2,375.00
	ArcGIS Data Interoperability Concurrent Use License	\$2,375.00
	ArcGIS Network Analyst Concurrent Use License	\$2,375.00
	ArcGIS Schematics Concurrent Use License	\$2,375.00
	ArcGIS Workflow Manager Concurrent Use License	\$2,375.00
	ArcGIS Data Reviewer Concurrent Use License	\$2,375.00
<b>1</b>	<b>ArcGIS Concurrent Use Maintenance</b>	
	Primary Maintenance for ArcView Concurrent Use License	\$700.00
	Secondary Maintenance for ArcView Concurrent Use License	\$500.00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer Concurrent Use License	\$500.00

Section	Description	Price
	Secondary Maintenance for ArcGIS Data Reviewer Concurrent Use License	\$200.00
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200.00
<b>I</b>	<b>ArcGIS Single Use Licenses</b>	
	ArcInfo Single Use License	\$9,405.00
	ArcEditor Single Use License	\$6,650.00
	ArcGIS ArcView Single Use Unkeyed License	\$1,425.00
	ArcGIS ArcView Single Use Keyed License	\$1,425.00
	ArcGIS Spatial Analyst Single Use License	\$2,375.00
<b>I</b>	<b>ArcGIS Extensions Single Use Licenses</b>	
	ArcGIS 3D Analyst Single Use License	\$2,375.00
	ArcGIS Geostatistical Analyst Single Use License	\$2,375.00
	ArcGIS Publisher Single Use License	\$2,375.00
	ArcGIS Tracking Analyst Single Use License	\$2,375.00
	ArcGIS ArcScan Single Use License	\$2,375.00
	ArcGIS Maplex Single Use License	\$2,375.00
	ArcGIS Data Interoperability Single Use License	\$2,375.00
	ArcGIS Network Analyst Single Use License	\$2,375.00
	ArcGIS Schematics Single Use License	\$2,375.00
	ArcGIS Workflow Manager Single Use License	\$2,375.00
	ArcGIS Data Reviewer Single Use License	\$2,375.00
<b>I</b>	<b>ArcGIS Single Use Maintenance</b>	
	Primary Maintenance for ArcInfo Single Use License (Core Only)	\$3,000.00
	Secondary Maintenance for ArcInfo Single Use License (Core Only)	\$1,200.00
	Primary Maintenance for ArcInfo ArcGIS Spatial Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Spatial Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Geostatistical Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Geostatistical Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Network Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Network Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS 3D Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS 3D Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Tracking Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Tracking Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Publisher Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Publisher Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Schematics Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Schematics Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Data Interoperability Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Data Interoperability Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Data Reviewer Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Data Reviewer Extension Single Use License	\$200.00



Section	Description	Price
	Primary Maintenance for ArcInfo ArcGIS Workflow Manager Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Workflow Manager Extension Single Use License	\$200.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$900.00
	Primary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,500.00
	Secondary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,200.00
	Primary Maintenance for ArcEditor Single Use with Extensions	\$2,100.00
	Secondary Maintenance for ArcEditor Single Use with Extensions	\$1,800.00
<b>1</b>	<b>ArcGIS Mobile</b>	
	ArcGIS Mobile Desktop—5-pack bundle	\$1,425.00
	Annual Maintenance for ArcGIS Mobile Desktop—5-pack bundle	\$300.00
<b>1</b>	<b>Maintenance Activation Program</b>	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$1,050.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$750.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$300.00
<b>1</b>	<b>ArcGIS Upgrades</b>	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be current on maintenance to qualify.)	\$1,900.00

Section	Description	Price
<b>1</b>	<b>Upgrade from One ArcGIS Product to Another</b>	
	Upgrade from ArcView Single Use to ArcEditor Single Use	\$5,225.00
	Upgrade from ArcView Single Use to ArcEditor Concurrent Use USB	\$5,225.00
	Upgrade from ArcView Single Use to ArcInfo	\$7,980.00
	Upgrade from ArcView Concurrent Use to ArcEditor	\$3,325.00
	Upgrade from ArcView Concurrent Use to ArcInfo	\$6,080.00
	Upgrade from ArcEditor to ArcInfo	\$2,755.00
<b>1</b>	<b>ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT</b>	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000.00
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,600.00
	ArcCOGO 7.x or 8.0.x Extension Floating License	\$2,375.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$500.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$200.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcStorm First License (3 seats) Annual Maintenance	\$500.00
	ArcStorm Additional License (each additional seat) Annual Maintenance	\$100.00
<b>1</b>	<b>ArcPress for ArcView</b>	
	ArcPress for ArcView UNIX License	\$285.00
	ArcPress for ArcView Windows/Windows NT License	\$285.00
<b>2</b>	<b>ArcView 3.x and Extensions</b>	
<b>2</b>	<b>UNIX</b>	
	ArcView 3.x for UNIX License Qty. 1–5 (each)	\$2,085.00
	ArcView 3.x for UNIX License Qty. 6–25 (each)	\$1,976.00
	ArcView 3.x for UNIX License Qty. 26+ (each)	\$1,756.00
	ArcView 3.x for UNIX License Primary Maintenance	\$700.00
	ArcView 3.x for UNIX License Secondary Maintenance	\$500.00
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	\$484.00
	ArcView Network Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,370.00
	ArcView Network Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,246.00
	ArcView Network Analyst Extension for UNIX License Qty. 26+ (each)	\$1,996.00
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,370.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,246.00

Section	Description	Price
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	\$1,996.00
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,845.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,696.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	\$2,396.00
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView 3D Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,845.00
	ArcView 3D Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,696.00
	ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each)	\$2,396.00
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200.00
2	<b>Windows/Windows NT</b>	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$1,135.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$1,076.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$956.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$900.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,420.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,346.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,196.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,420.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,346.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,196.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,370.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,246.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,996.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,370.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,246.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,996.00
2	<b>ArcView StreetMap</b>	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$470.00
4	<b>ArcGIS Engine Runtime Licenses</b>	
	ArcGIS Engine Runtime Single Use License	\$475.00
	ArcGIS Engine Runtime Concurrent Use License	\$1,188.00
4	<b>ArcGIS Engine Runtime Extensions</b>	
	ArcGIS Engine Runtime 3D Extension License	\$950.00
	ArcGIS Engine Runtime Spatial Extension License	\$950.00
	ArcGIS Engine Runtime Geodatabase (GDB) Update Extension License	\$950.00

Section	Description	Price
	ArcGIS Engine Runtime Network Extension License	\$950.00
	ArcGIS Engine Runtime Schematics Extension License	\$950.00
	ArcGIS Engine Runtime Tracking Extension License	\$950.00
	ArcGIS Engine Runtime Maplex Extension License	\$950.00
	ArcGIS Engine Runtime Data Interoperability Extension License	\$950.00
4	<b>ArcGIS Engine Runtime Maintenance</b>	
	Maintenance for ArcGIS Engine Runtime Single Use License without Extensions	\$100.00
	Maintenance for ArcGIS Engine Runtime Single Use License with Extensions	\$400.00
	Primary Maintenance for ArcGIS Engine Runtime Concurrent Use License	\$250.00
	Secondary Maintenance for ArcGIS Engine Runtime Concurrent Use License	\$185.00
	Primary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	\$150.00
5	<b>ArcGIS Server</b>	
5	<b>ArcGIS Server—Enterprise</b>	
5	<b>Enterprise Advanced</b>	
	ArcGIS Server Enterprise Advanced (up to four cores)	\$38,000.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced (up to four cores)	\$10,000.00
	ArcGIS Server Enterprise Advanced (additional cores)	\$9,500.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced (additional cores)	\$2,500.00

Section	Description	Price
5	<b>Enterprise Standard</b>	
	ArcGIS Server Enterprise Standard (up to four cores)	\$19,000.00
	Annual Maintenance for ArcGIS Server Enterprise Standard (up to four cores)	\$5,000.00
	ArcGIS Server Enterprise Standard (additional cores)	\$4,750.00
	Annual Maintenance for ArcGIS Server Enterprise Standard (additional cores)	\$1,250.00
5	<b>Enterprise Basic</b>	
	ArcGIS Server Enterprise Basic (up to four cores)	\$9,500.00
	Annual Maintenance for ArcGIS Server Enterprise Basic (up to four cores)	\$3,000.00
	ArcGIS Server Enterprise Basic (additional cores)	\$2,375.00
	Annual Maintenance for ArcGIS Server Enterprise Basic (additional cores)	\$750.00
5	<b>Workgroup</b>	
	ArcGIS Server Workgroup Advanced (up to two cores)	\$9,500.00
	Annual Maintenance for ArcGIS Server Workgroup Advanced (up to two cores)	\$2,500.00
	ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	\$4,750.00
	Annual Maintenance for ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	\$1,250.00
	ArcGIS Server Workgroup Standard (up to two cores)	\$4,750.00
	Annual Maintenance for ArcGIS Server Workgroup Standard (up to two cores)	\$1,250.00
	ArcGIS Server Workgroup Standard (additional core—maximum four cores per server)	\$2,375.00
	Annual Maintenance for ArcGIS Server Workgroup Standard (additional cores—maximum four cores per server)	\$625.00
	ArcGIS Server Workgroup Basic (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$4,750.00
	Annual Maintenance for ArcGIS Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$1,250.00
5	<b>ArcGIS Server Enterprise Extensions</b>	
	ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows License (up to four cores)	\$9,500.00
	ArcGIS Server Image Extension Advanced Enterprise for Windows License (up to four cores)	\$9,500.00
	ArcGIS Server Workflow Manager Extension Advanced Enterprise for Windows License (up to four cores)	\$9,500.00
	ArcGIS Server Schematics Extension Advanced Enterprise for Windows License (up to four cores)	\$9,500.00
	ArcGIS Server Geoportal Extension Advanced Enterprise for Windows License (up to four cores)	\$3,325.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Image Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Workflow Manager Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Schematics Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Geoportal Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$9,500.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$9,500.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$9,500.00

Section	Description	Price
	ArcGIS Server Standard Enterprise Image Extension (up to four cores)	\$9,500.00
	ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores)	\$3,325.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Image Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores)	\$2,500.00
	ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	\$2,375.00
	ArcGIS Server Image Extension Enterprise Advanced (additional cores)	\$2,375.00
	ArcGIS Server Workflow Manager Extension Enterprise Advanced (additional cores)	\$2,375.00
	ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	\$2,375.00
	ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores)	\$831.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Image Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Workflow Manager Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores)	\$625.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	\$2,375.00
	ArcGIS Server Enterprise Standard Workflow Manager Extension (additional cores)	\$2,375.00
	ArcGIS Server Enterprise Standard Network Extension (additional cores)	\$2,375.00
	ArcGIS Server Enterprise Standard Image Extension (additional cores)	\$2,375.00
	ArcGIS Server Enterprise Standard Geoportal Extension (additional cores)	\$831.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Workflow Manager Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Network Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Image Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Geoportal Extension (additional cores)	\$625.00
5	<b>ArcGIS Server Workgroup Extensions</b>	
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,750.00
	ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,750.00
	ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,750.00

Section	Description	Price
	ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,750.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,750.00
	ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,750.00
	ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,750.00
	ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,750.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
5	<b>ArcGIS Server Upgrades</b>	
5	<b>ArcGIS Server Upgrade Enterprise to Enterprise</b>	
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	\$9,500.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	\$28,500.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	\$19,000.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Standard License	\$2,375.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Advanced License	\$7,125.00
	ArcGIS Server Additional Cores Enterprise Standard Upgrade to Enterprise Advanced License	\$4,750.00
5	<b>ArcGIS Server Upgrades Workgroup to Workgroup</b>	
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard (up to four cores)	\$4,750.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced (up to four cores)	\$14,250.00
	ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced (up to four cores)	\$9,500.00
5	<b>ArcGIS Server Upgrades—Workgroup to Enterprise</b>	
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic (up to four cores)	\$4,750.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard (up to four cores)	\$14,250.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced (up to four cores)	\$33,250.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Standard (up to four cores)	\$9,500.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced (up to four cores)	\$28,500.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced (up to four cores)	\$19,000.00
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	\$14,250.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	\$33,250.00

Section	Description	Price
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	\$9,500.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	\$28,500.00
5	<b>ArcGIS Server—Enterprise (Staging Server)</b>	
5	<b>Enterprise Advanced (Staging Server)</b>	
	ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	\$19,344.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	\$5,000.00
	ArcGIS Server Enterprise Advanced Staging Server (additional cores)	\$4,836.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (additional cores)	\$1,250.00
5	<b>Enterprise Standard (Staging Server)</b>	
	ArcGIS Server Enterprise Standard Staging Server (up to four cores)	\$9,672.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (up to four cores)	\$2,500.00
	ArcGIS Server Enterprise Standard Staging Server (additional cores)	\$2,418.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (additional cores)	\$625.00
5	<b>Enterprise Basic (Staging Server)</b>	
	ArcGIS Server Enterprise Basic Staging Server (up to four cores)	\$4,836.00
	Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (up to four cores)	\$1,500.00
	ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$1,209.00
	Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$375.00
5	<b>ArcGIS Server Extensions (Staging Server)</b>	
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores)	\$1,693.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Advanced Enterprise ArcGIS Workflow Manager Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$1,209.00



Section	Description	Price
	ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (additional cores)	\$424.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (additional cores)	\$313.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (up to four cores)	\$1,693.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (additional cores)	\$424.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (additional cores)	\$313.00
<b>5</b>	<b>ArcGIS Server Staging Server Upgrades</b>	
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	\$4,750.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	\$14,250.00

Section	Description	Price
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	\$9,500.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (additional cores)	\$1,188.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (additional cores)	\$3,563.00
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (additional cores)	\$2,375.00
7	<b>ArcIMS</b>	
	ArcIMS Full Use Deployment (up to two cores)	\$4,750.00
	ArcIMS Full Use Deployment (additional core—maximum four cores per server)	\$2,375.00
	ArcIMS Full Use Deployment (up to two cores) Maintenance	\$1,000.00
	ArcIMS Full Use Deployment (additional core) Maintenance	\$500.00
	ArcIMS Full Use Deployment Staging Server (up to two cores)	\$2,375.00
	ArcIMS Full Use Deployment Staging Server (additional cores—maximum four cores per server)	\$1,188.00
	ArcIMS Full Use Deployment Staging Server (up to two cores) Maintenance	\$500.00
	ArcIMS Full Use Deployment Staging Server (additional cores) Maintenance	\$250.00
8	<b>Business Applications Software</b>	
8	<b>Esri Business Analyst Desktop—Single Use Licenses</b>	
	Esri Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$17,570.00
	Esri Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$12,820.00
	Esri Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$8,070.00
8	<b>Esri Business Analyst Desktop—Concurrent Use Licenses</b>	
	Esri Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$17,570.00
	Esri Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$12,820.00
	Esri Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$8,070.00
8	<b>Esri Business Analyst Desktop Maintenance—Concurrent Use and Single Use</b>	
	Annual Maintenance for Esri Business Analyst (National Dataset) Software License (per license)	\$14,795.00
	Annual Maintenance for Esri Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$10,795.00
	Annual Maintenance for Esri Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$6,795.00
8	<b>Esri Business Analyst Desktop Premium—Concurrent Use Licenses</b>	
	Esri Business Analyst Desktop Premium—National Concurrent Use License	\$38,945.00
	Esri Business Analyst Desktop Premium—Regional Concurrent Use License	\$28,016.00
	Esri Business Analyst Desktop Premium—State Concurrent Use License	\$17,485.00
8	<b>Esri Business Analyst Desktop Premium—Single Use Licenses</b>	
	Esri Business Analyst Desktop Premium—National Single Use License	\$38,945.00
	Esri Business Analyst Desktop Premium—Regional Single Use License	\$28,016.00
	Esri Business Analyst Desktop Premium—State Single Use License	\$17,485.00

Section	Description	Price
8	<b>Annual Maintenance for Esri Business Analyst Desktop Premium—Concurrent Use and Single Use</b>	
	Annual Maintenance for Esri Business Analyst Desktop Premium—National Concurrent Use and Single Use	\$32,795.00
	Annual Maintenance for Esri Business Analyst Desktop Premium—Regional Concurrent Use and Single Use	\$23,590.00
	Annual Maintenance for Esri Business Analyst Desktop Premium—State Concurrent Use and Single Use	\$14,720.00
8	<b>Esri Business Analyst for Canada</b>	
	Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$24,225.00
	Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$24,225.00
	Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$9,690.00
	Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$9,690.00
	Annual Maintenance for Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance (per license)	\$20,400.00
	Annual Maintenance for Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$8,160.00
8	<b>Esri Business Analyst Server</b>	
8	<b>Esri Business Analyst Server Enterprise Advanced</b>	
	Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (up to four cores)	\$142,500.00
	Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (additional core)	\$35,625.00
	Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (up to four cores) Maintenance	\$100,000.00
	Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (additional core) Maintenance	\$25,000.00
8	<b>Esri Business Analyst Server Workgroup Advanced</b>	
	Business Analyst Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$71,250.00
	Annual Maintenance for Esri Business Analyst Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$50,000.00
8	<b>Esri Business Analyst Online</b>	
	Esri Business Analyst Online—12-Month Premium Subscription	\$2,375.00
	Esri Business Analyst Online—24-Month Premium Subscription	\$945.00
9	<b>Tracking Server</b>	
	Tracking Server for Windows (up to two cores)	\$9,672.00
	Tracking Server for Windows (additional core)	\$4,836.00
	Annual Maintenance for Tracking Server (up to two cores)	\$2,500.00
	Annual Maintenance for Tracking Server (additional core)	\$1,250.00
9	<b>Tracking Server (Staging Servers)</b>	
	Tracking Server Staging Server for Windows (up to two cores)	\$4,836.00
	Tracking Server Staging Server for Windows (additional core)	\$2,418.00
	Annual Maintenance for Tracking Server Staging Server (up to two cores)	\$1,250.00
	Annual Maintenance for Tracking Server Staging Server (additional cores)	\$625.00

Section	Description	Price
10	<b>ArcLogistics</b>	
	ArcLogistics Single Use License	\$7,600.00
	ArcLogistics Concurrent Use License	\$19,000.00
	ArcLogistics Single Use Annual Maintenance	\$1,600.00
	ArcLogistics Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics Tele Atlas Street Data North America—Single Use	\$2,200.00
	ArcLogistics NAVTEQ Street Data North America—Single Use	\$2,200.00
	ArcLogistics Tele Atlas Street Data Europe—Single Use	\$2,200.00
	ArcLogistics NAVTEQ Street Data Europe—Single Use	\$2,200.00
	ArcLogistics Tele Atlas Street Data North America—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics NAVTEQ Street Data North America—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics Tele Atlas Street Data Europe—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics NAVTEQ Street Data Europe—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics Tele Atlas Street Data North America—Concurrent Use	\$5,500.00
	ArcLogistics NAVTEQ Street Data North America—Concurrent Use	\$5,500.00
	ArcLogistics Tele Atlas Street Data Europe—Concurrent Use	\$5,500.00
	ArcLogistics NAVTEQ Street Data Europe—Concurrent Use	\$5,500.00
	ArcLogistics Tele Atlas Street Data North America—Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics NAVTEQ Street Data North America—Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics Tele Atlas Street Data Europe—Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics NAVTEQ Street Data Europe—Concurrent Use Annual Maintenance	\$4,000.00
10	<b>ArcLogistics Navigator</b>	
	ArcLogistics Navigator—Single Use License (5-pack bundle)	\$950.00
	ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle)	\$400.00
	ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle)	\$600.00
	ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle)	\$400.00
	ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle)	\$600.00
	Annual Maintenance for ArcLogistics Navigator—Single Use License (5-pack bundle)	\$200.00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle)	\$300.00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle)	\$500.00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle)	\$300.00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle)	\$500.00
10	<b>ArcLogistics using ArcGIS Online</b>	
	ArcLogistics using ArcGIS Online—Annual Fee—Up to 5 Vehicles	\$1,000.00
	ArcLogistics using ArcGIS Online—Annual Fee—Up to 10 Vehicles	\$2,000.00
	ArcLogistics using ArcGIS Online—Annual Fee—Up to 20 Vehicles	\$3,500.00
	ArcLogistics using ArcGIS Online—Annual Fee—Up to 50 Vehicles	\$4,500.00
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 5 Vehicles	\$100.00
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 10 Vehicles	\$200.00
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 20 Vehicles	\$350.00
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 50 Vehicles	\$450.00

Section	Description	Price
11	<b>Address Coder</b>	
	Address Coder Standard National—Per User License	\$8,550.00
	Address Coder Standard Regional—Per User License	\$6,175.00
	Address Coder Standard State—Per User License	\$3,420.00
	Annual Maintenance for Address Coder Standard National—Per User License	\$7,200.00
	Annual Maintenance for Address Coder Standard Regional—Per User License	\$5,200.00
	Annual Maintenance for Address Coder Standard State—Per User License	\$2,880.00
	Address Coder Premium National—Per User License	\$14,250.00
	Address Coder Premium Regional—Per User License	\$9,975.00
	Address Coder Premium State—Per User License	\$5,700.00
	Annual Maintenance for Address Coder Premium National—Per User License	\$12,000.00
	Annual Maintenance for Address Coder Premium Regional—Per User License	\$8,400.00
	Annual Maintenance for Address Coder Premium State—Per User License	\$4,800.00
	Tapestry Add-on National—Per User License	\$9,120.00
	Tapestry Add-on Regional—Per User License	\$5,472.00
	Tapestry Add-on State—Per User License	\$3,648.00
	Annual Maintenance for Tapestry Add-on National—Per User License	\$7,680.00
	Annual Maintenance for Tapestry Add-on Regional—Per User License	\$4,608.00
	Annual Maintenance for Tapestry Add-on State—Per User License	\$3,072.00
	Tapestry ZIP + 4 Add-on National—Per User License	\$22,800.00
	Tapestry ZIP + 4 Add-on Regional—Per User License	\$13,680.00
	Tapestry ZIP + 4 Add-on State—Per User License	\$9,120.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on National—Per User License	\$19,200.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on Regional—Per User License	\$11,520.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on State—Per User License	\$7,680.00
11	<b>Esri StreetMap Premium Advanced NAVTEQ Data</b>	
	United States—All usage types (per single use Desktop user/per year)	\$8,800.00
	United States—All usage types (per concurrent use Desktop user/per year)	\$22,000.00
	United States—All usage types (per Workgroup Server/per year)	\$44,000.00
	United States—All usage types (per Enterprise Server/per year)	\$110,000.00
	United States—All usage types (per additional 2 cores Enterprise Server/per year)	\$44,000.00
	United States—Display (per single use Desktop user/per year)	\$1,200.00
	United States—Display (per concurrent use Desktop user/per year)	\$3,000.00
	United States—Display (per Workgroup Server/per year)	\$6,000.00
	United States—Display (per Enterprise Server/per year)	\$15,000.00
	United States—Display (per additional 2 cores Enterprise Server/per year)	\$6,000.00
	United States—Geocode (per single use Desktop user/per year)	\$3,100.00
	United States—Geocode (per concurrent use Desktop user/per year)	\$7,750.00
	United States—Geocode (per Workgroup Server/per year)	\$15,500.00
	United States—Geocode (per Enterprise Server/per year)	\$38,750.00
	United States—Geocode (per additional 2 cores Enterprise Server/per year)	\$15,500.00
	United States—Route (per single use Desktop user/per year)	\$4,500.00
	United States—Route (per concurrent use Desktop user/per year)	\$11,250.00
	United States—Route (per Workgroup Server/per year)	\$22,500.00
	United States—Route (per Enterprise Server/per year)	\$56,250.00
	United States—Route (per additional 2 cores Enterprise Server/per year)	\$22,500.00
	State—All usage types (per single use Desktop user/per year)	\$2,900.00

Section	Description	Price
	State—All usage types (per concurrent use Desktop user/per year)	\$7,250.00
	State—All usage types (per Workgroup Server/per year)	\$14,500.00
	State—All usage types (per Enterprise Server/per year)	\$36,250.00
	State—All usage types (per additional 2 cores Enterprise Server/per year)	\$14,500.00
	State—Display (per single use Desktop user/per year)	\$400.00
	State—Display (per concurrent use Desktop user/per year)	\$1,000.00
	State—Display (per Workgroup Server/per year)	\$2,000.00
	State—Display (per Enterprise Server/per year)	\$5,000.00
	State—Display (per additional 2 cores Enterprise Server/per year)	\$2,000.00
	State—Geocode (per single use Desktop user/per year)	\$1,000.00
	State—Geocode (per concurrent use Desktop user/per year)	\$2,500.00
	State—Geocode (per Workgroup Server/per year)	\$5,000.00
	State—Geocode (per Enterprise Server/per year)	\$12,500.00
	State—Geocode (per additional core Enterprise Server/per year)	\$5,000.00
	State—Route (per single use Desktop user/per year)	\$1,500.00
	State—Route (per concurrent use Desktop user/per year)	\$3,750.00
	State—Route (per Workgroup Server/per year)	\$7,500.00
	State—Route (per Enterprise Server/per year)	\$18,750.00
	State—Route (per additional 2 cores Enterprise Server/per year)	\$7,500.00
<b>11</b>	<b>Esri StreetMap Premium NAVTEQ Data</b>	
	United States—All usage types (per single use Desktop user/per year)	\$6,000.00
	United States—All usage types (per concurrent use Desktop user/per year)	\$15,000.00
	United States—All usage types (per Workgroup Server/per year)	\$30,000.00
	United States—All usage types (per Enterprise Server/per year)	\$75,000.00
	United States—All usage types (per additional 2 cores Enterprise Server/per year)	\$30,000.00
	United States—Display (per single use Desktop user/per year)	\$1,200.00
	United States—Display (per concurrent use Desktop user/per year)	\$3,000.00
	United States—Display (per Workgroup Server/per year)	\$6,000.00
	United States—Display (per Enterprise Server/per year)	\$15,000.00
	United States—Display (per additional 2 cores Enterprise Server/per year)	\$6,000.00
	United States—Geocode (per single use Desktop user/per year)	\$1,800.00
	United States—Geocode (per concurrent use Desktop user/per year)	\$4,500.00
	United States—Geocode (per Workgroup Server/per year)	\$9,000.00
	United States—Geocode (per Enterprise Server/per year)	\$22,500.00
	United States—Geocode (per additional 2 cores Enterprise Server/per year)	\$9,000.00
	United States—Route (per single use Desktop user/per year)	\$3,000.00
	United States—Route (per concurrent use Desktop user/per year)	\$7,500.00
	United States—Route (per Workgroup Server/per year)	\$15,000.00
	United States—Route (per Enterprise Server/per year)	\$37,500.00
	United States—Route (per additional 2 cores Enterprise Server/per year)	\$15,000.00
	State—All usage types (per single use Desktop user/per year)	\$2,000.00
	State—All usage types (per concurrent use Desktop user/per year)	\$5,000.00
	State—All usage types (per Workgroup Server/per year)	\$10,000.00
	State—All usage types (per Enterprise Server/per year)	\$25,000.00
	State—All usage types (per additional 2 cores Enterprise Server/per year)	\$10,000.00
	State—Display (per single use Desktop user/per year)	\$400.00
	State—Display (per concurrent use Desktop user/per year)	\$1,000.00

Section	Description	Price
	State—Display (per Workgroup Server/per year)	\$2,000.00
	State—Display (per Enterprise Server/per year)	\$5,000.00
	State—Display (per additional 2 cores Enterprise Server/per year)	\$2,000.00
	State—Geocode (per single use Desktop user/per year)	\$600.00
	State—Geocode (per concurrent use Desktop user/per year)	\$1,500.00
	State—Geocode (per Workgroup Server/per year)	\$3,000.00
	State—Geocode (per Enterprise Server/per year)	\$7,500.00
	State—Geocode (per additional core Enterprise Server/per year)	\$3,000.00
	State—Route (per single use Desktop user/per year)	\$1,000.00
	State—Route (per concurrent use Desktop user/per year)	\$2,500.00
	State—Route (per Workgroup Server/per year)	\$5,000.00
	State—Route (per Enterprise Server/per year)	\$12,500.00
	State—Route (per additional 2 cores Enterprise Server/per year)	\$5,000.00
11	<b>Esri StreetMap Premium Tele Atlas Data</b>	
	United States—All usage types (per Desktop user/per year)	\$6,000.00
	United States—All usage types (per concurrent use Desktop user/per year)	\$15,000.00
	United States—All usage types (per Workgroup Server/per year)	\$30,000.00
	United States—All usage types (per Enterprise Server/per year)	\$75,000.00
	United States—All usage types (per additional 2 cores Enterprise Server/per year)	\$30,000.00
	United States—Display (per Desktop user/per year)	\$1,200.00
	United States—Display (per concurrent use Desktop user/per year)	\$3,000.00
	United States—Display (per Workgroup Server/per year)	\$6,000.00
	United States—Display (per Enterprise Server/per year)	\$15,000.00
	United States—Display (per additional 2 cores Enterprise Server/per year)	\$6,000.00
	United States—Geocode (per Desktop user/per year)	\$1,800.00
	United States—Geocode (per concurrent use Desktop user/per year)	\$4,500.00
	United States—Geocode (per Workgroup Server/per year)	\$9,000.00
	United States—Geocode (per Enterprise Server/per year)	\$22,500.00
	United States—Geocode (per additional 2 cores Enterprise Server/per year)	\$9,000.00
	United States—Route (per Desktop user/per year)	\$3,000.00
	United States—Route (per concurrent use Desktop user/per year)	\$7,500.00
	United States—Route (per Workgroup Server/per year)	\$15,000.00
	United States—Route (per Enterprise Server/per year)	\$37,500.00
	United States—Route (per additional 2 cores Enterprise Server/per year)	\$15,000.00
	Small State—All usage types (per Desktop user/per year)	\$900.00
	Small State—All usage types (per concurrent use Desktop user/per year)	\$2,250.00
	Small State—All usage types (per Workgroup Server/per year)	\$4,500.00
	Small State—All usage types (per Enterprise Server/per year)	\$11,250.00
	Small State—All usage types (per additional 2 cores Enterprise Server/per year)	\$4,500.00
	Small State—Display (per Desktop user/per year)	\$500.00
	Small State—Display (per concurrent use Desktop user/per year)	\$500.00
	Small State—Display (per Workgroup Server/per year)	\$900.00
	Small State—Display (per Enterprise Server/per year)	\$2,250.00
	Small State—Display (per additional 2 cores Enterprise Server/per year)	\$900.00
	Small State—Geocode (per Desktop user/per year)	\$500.00
	Small State—Geocode (per concurrent use Desktop user/per year)	\$675.00
	Small State—Geocode (per Workgroup Server/per year)	\$1,350.00

Section	Description	Price
	Small State—Geocode (per Enterprise Server/per year)	\$3,375.00
	Small State—Geocode (per additional 2 cores Enterprise Server/per year)	\$1,350.00
	Small State—Route (per Desktop user/per year)	\$500.00
	Small State—Route (per concurrent use Desktop user/per year)	\$1,125.00
	Small State—Route (per Workgroup Server/per year)	\$2,250.00
	Small State—Route (per Enterprise Server/per year)	\$5,625.00
	Small State—Route (per additional 2 cores Enterprise Server/per year)	\$2,250.00
	Medium State—All usage types (per Desktop user/per year)	\$1,200.00
	Medium State—All usage types (per concurrent use Desktop user/per year)	\$3,000.00
	Medium State—All usage types (per Workgroup Server/per year)	\$6,000.00
	Medium State—All usage types (per Enterprise Server/per year)	\$15,000.00
	Medium State—All usage types (per additional 2 cores Enterprise Server/per year)	\$6,000.00
	Medium State—Display (per Desktop user/per year)	\$500.00
	Medium State—Display (per concurrent use Desktop user/per year)	\$600.00
	Medium State—Display (per Workgroup Server/per year)	\$1,200.00
	Medium State—Display (per Enterprise Server/per year)	\$3,000.00
	Medium State—Display (per additional 2 cores Enterprise Server/per year)	\$1,200.00
	Medium State—Geocode (per Desktop user/per year)	\$500.00
	Medium State—Geocode (per concurrent use Desktop user/per year)	\$900.00
	Medium State—Geocode (per Workgroup Server/per year)	\$1,800.00
	Medium State—Geocode (per Enterprise Server/per year)	\$4,500.00
	Medium State—Geocode (per additional 2 cores Enterprise Server/per year)	\$1,800.00
	Medium State—Route (per Desktop user/per year)	\$600.00
	Medium State—Route (per concurrent use Desktop user/per year)	\$1,500.00
	Medium State—Route (per Workgroup Server/per year)	\$3,000.00
	Medium State—Route (per Enterprise Server/per year)	\$7,500.00
	Medium State—Route (per additional 2 cores Enterprise Server/per year)	\$3,000.00
	Large State—All usage types (per Desktop user/per year)	\$1,800.00
	Large State—All usage types (per concurrent use Desktop user/per year)	\$4,500.00
	Large State—All usage types (per Workgroup Server/per year)	\$9,000.00
	Large State—All usage types (per Enterprise Server/per year)	\$22,500.00
	Large State—All usage types (per additional 2 cores Enterprise Server/per year)	\$9,000.00
	Large State—Display (per Desktop user/per year)	\$540.00
	Large State—Display (per concurrent use Desktop user/per year)	\$900.00
	Large State—Display (per Workgroup Server/per year)	\$1,800.00
	Large State—Display (per Enterprise Server/per year)	\$4,500.00
	Large State—Display (per additional 2 cores Enterprise Server/per year)	\$1,800.00
	Large State—Geocode (per Desktop user/per year)	\$540.00
	Large State—Geocode (per concurrent use Desktop user/per year)	\$1,350.00
	Large State—Geocode (per Workgroup Server/per year)	\$2,700.00
	Large State—Geocode (per Enterprise Server/per year)	\$6,750.00
	Large State—Geocode (per additional 2 cores Enterprise Server/per year)	\$2,700.00
	Large State—Route (per Desktop user/per year)	\$900.00
	Large State—Route (per concurrent use Desktop user/per year)	\$2,250.00
	Large State—Route (per Workgroup Server/per year)	\$4,500.00
	Large State—Route (per Enterprise Server/per year)	\$11,250.00
	Large State—Route (per additional 2 cores Enterprise Server/per year)	\$4,500.00



Section	Description	Price
	<b>Other Software</b>	
12	<b>MapIt</b>	
	MapIt Deployment Server License (per server)	\$4,275.00
	MapIt Deployment Server License (per server)—Annual Maintenance	\$900.00
12	<b>Maplex</b>	
	Maplex First Single Use License	\$14,507.00
	Maplex Second Single Use License	\$14,000.00
	Maplex Third Single Use License	\$11,500.00
	Maplex Single Use License Annual Primary Maintenance	\$3,750.00
	Maplex Single Use License Annual Secondary Maintenance	\$1,500.00
12	<b>Esri Mapping and Charting</b>	
	Esri Production Mapping Concurrent Use License	\$9,500.00
	Esri Production Mapping Single Use License	\$9,500.00
	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	\$9,500.00
	Esri Defense Mapping Single Use License	\$9,500.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Defense Mapping Single Use License	\$2,500.00
	Esri Aeronautical Solution Concurrent Use License	\$9,500.00
	Esri Aeronautical Solution Single Use License	\$9,500.00
	Annual Maintenance for Esri Aeronautical Solution Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Aeronautical Solution Single Use License	\$2,500.00
	Esri Nautical Solution Concurrent Use License	\$9,500.00
	Esri Nautical Solution Single Use License	\$9,500.00
	Annual Maintenance for Esri Nautical Solution Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Nautical Solution Single Use License	\$2,500.00
13	<b>Mobile GIS</b>	
13	<b>ArcPad</b>	
13	<b>ArcPad 7.1</b>	
	ArcPad Single Use License	\$470.00
	ArcPad 5.x/6.x Upgrade to 7.x	\$145.00
13	<b>ArcPad 8.0</b>	
	ArcPad Single Use License	\$665.00
	ArcPad Single Use License Annual Maintenance	\$250.00
	ArcPad 5.x/6.x/7.x Upgrade to 10	\$242.00
14	<b>Esri Developer Network (EDN)</b>	
	Annual License for Esri Developer Network (EDN) without ArcView	\$1,451.00
	EDN with ArcView Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$1,934.00
	EDN with ArcEditor Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$2,902.00
	EDN with ArcInfo Desktop License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$3,869.00

Section	Description	Price
	<b>For Customers Who Already Subscribe to EDN</b>	
	Add-on ArcView to a Current EDN Single Use License—One per EDN License	\$484.00
	Add-on ArcEditor to a Current EDN Single Use License—One per EDN License	\$1,451.00
	Add-on ArcInfo Desktop to a Current EDN Single Use License—One per EDN License	\$2,418.00
	<b>Software Upgrades</b>	
	EDN with ArcView Upgrade to ArcEditor Single Use	\$967.00
	EDN with ArcView Upgrade to ArcInfo Desktop Concurrent Use	\$1,934.00
	EDN with ArcEditor Upgrade to ArcInfo Desktop Concurrent Use	\$967.00
	Technical Support (10 calls) for Esri Developer Network (EDN)	\$2,000.00
	Instructor-Led Training (5 days) for Esri Developer Network (EDN)	\$2,200.00
15	<b>ArcGIS Server with Cloud Infrastructure</b>	
15	<b>ArcGIS Server with Cloud Infrastructure—Annual Term Licenses</b>	
	ArcGIS Server Advanced Enterprise Annual Term License	\$40,000.00
	ArcGIS Server Standard Enterprise Annual Term License	\$30,000.00
	ArcGIS Server Basic Enterprise Annual Term License	\$25,000.00
15	<b>ArcGIS Server Extensions with Cloud Infrastructure—Annual Term Licenses</b>	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Annual License	\$6,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Annual License	\$6,000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Annual License	\$6,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Annual License	\$6,000.00
	ArcGIS Server Advanced Enterprise Image Extension Annual License	\$6,000.00
	ArcGIS Server Standard Enterprise Image Extension Annual License	\$6,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Annual License	\$6,000.00
	ArcGIS Server Standard Enterprise Network Extension Annual License	\$6,000.00
15	<b>ArcGIS Server with Cloud Infrastructure—Quarterly Term Licenses</b>	
	ArcGIS Server Advanced Enterprise Quarterly Term License	\$12,500.00
	ArcGIS Server Standard Enterprise Quarterly Term License	\$10,000.00
	ArcGIS Server Basic Enterprise Quarterly Term License	\$8,500.00
15	<b>ArcGIS Server Extensions with Cloud Infrastructure—Quarterly Term Licenses</b>	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Image Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Image Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Network Extension Quarterly Term License	\$3,000.00
15	<b>ArcGIS Server with Cloud Infrastructure—Monthly Term Licenses</b>	
	ArcGIS Server Advanced Enterprise Monthly Term License	\$5,000.00
	ArcGIS Server Standard Enterprise Monthly Term License	\$4,000.00
	ArcGIS Server Basic Enterprise Monthly Term License	\$3,000.00
15	<b>ArcGIS Server Extensions with Cloud Infrastructure—Monthly Term Licenses</b>	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Monthly Term License	\$1,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Monthly Term License	\$1,000.00

Section	Description	Price
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Monthly Term License	\$1,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Monthly Term License	\$1,000.00
	ArcGIS Server Advanced Enterprise Image Extension Monthly Term License	\$1,000.00
	ArcGIS Server Standard Enterprise Image Extension Monthly Term License	\$1,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Monthly Term License	\$1,000.00
	ArcGIS Server Standard Enterprise Network Extension Monthly Term License	\$1,000.00
16	<b>Premium Support Services</b>	
	Premium Support Annual Use—Block of 10 Incidents	\$10,000.00
	Premium Support Annual Use—Unlimited Incidents	\$35,000.00
16	<b>Professional Services Packages</b>	
16	<b>Workshop Packages</b>	
	Esri Production Mapping Workshop (3 days)	\$11,400.00
	Esri Defense Mapping Workshop (3 days)	\$11,400.00
	Esri Nautical Solution Workshop (5 days)	\$16,600.00
	Esri Aeronautical Solution Workshop (3 days)	\$11,400.00
	ArcGIS Data Reviewer Workshop (3 days)	\$11,400.00
	ArcGIS Workflow Manager Workshop (3 days)	\$11,400.00
16	<b>Jumpstart Packages</b>	
	ArcGIS Server Jumpstart 3-Day Option (up to 2 servers)	\$8,000.00
	ArcGIS Server Jumpstart 4-Day Option (up to 4 servers)	\$10,000.00
	ArcGIS Server Geoportal Extension Jumpstart (3-day option)	\$11,400.00
	ArcGIS Server Geoportal Extension Jumpstart (5-day option)	\$16,600.00
	Esri Production Mapping Jumpstart (5 days)	\$16,600.00
	Esri Defense Mapping Jumpstart (5 days)	\$16,600.00
	Esri Nautical Solution Jumpstart (7 days)	\$21,800.00
	Esri Aeronautical Solution Jumpstart (5 days)	\$16,600.00
	ArcGIS Data Reviewer Jumpstart (5 days)	\$16,600.00
	ArcGIS Workflow Manager Jumpstart (5 days)	\$16,600.00
	Tracking Server Jumpstart (5 days)	\$21,900.00
	Enterprise GIS Health Check (3 days)	\$11,400.00
	Remote Developer Support (20 hours)	\$5,100.00
	Remote Support for ArcGIS Server Geoportal Extension (20 hours)	\$5,100.00
17	<b>Instructor-Led Training</b>	
	Esri Site Training—per Student, per Day at Esri Learning Centers in the United States (price effective 1/11/2010)	\$490.00
	Instructor-Led Virtual Classroom—per Student, per Day (price effective 1/11/2010)	\$490.00
	Additional Student—Client Site Private Class per Student per Day	\$330.00
	Additional Student—Esri Site Private Class per Student per Day	\$330.00
	Private Classes—Esri Site per Class per Day (12 students) in Locations in the United States (price effective 1/11/2010)	\$4,410.00
	Private Classes—Client Site per Class per Day (12 students) in Locations in the United States (price effective 1/11/2010)	\$4,410.00
	Client Coaching Services—Client Site	\$4,000.00
	Client Coaching Services—Esri Site	\$4,000.00

<b>Section</b>	<b>Description</b>	<b>Price</b>
<b>17</b>	<b>Virtual Campus</b>	
<b>17</b>	<b>Individual Courses</b>	
	Esri Virtual Campus Training Course Pricing (1 paid modules) per seat	\$29.00
	Esri Virtual Campus Training Course Pricing (2 paid modules) per seat	\$58.00
	Esri Virtual Campus Training Course Pricing (3 paid modules) per seat	\$87.00
	Esri Virtual Campus Training Course Pricing (4 paid modules) per seat	\$116.00
	Esri Virtual Campus Training Course Pricing (5 paid modules) per seat	\$145.00
	Esri Virtual Campus Training Course Pricing (6 paid modules) per seat	\$174.00
	Esri Virtual Campus Training Course Pricing (7 paid modules) per seat	\$203.00
	Esri Virtual Campus Training Course Pricing (8 paid modules) per seat	\$232.00
	Esri Virtual Campus Training Course Pricing (9 paid modules) per seat	\$261.00
<b>17</b>	<b>Esri Virtual Campus Annual User License Pricing</b>	
<b>17</b>	<b>Education Licenses (for all Virtual Campus courses)</b>	
	Premium Annual User License (2,500 Virtual Campus Dollar Value)	\$2,250.00
	Premium Annual User License (5,000 Virtual Campus Dollar Value)	\$4,250.00
	Premium Annual User License (10,000 Virtual Campus Dollar Value)	\$7,000.00
	Premium Annual User License (25,000 Virtual Campus Dollar Value)	\$16,250.00
	Premium Annual User License (50,000 Virtual Campus Dollar Value)	\$30,000.00
	Premium Annual User License (100,000 Virtual Campus Dollar Value)	\$50,000.00
	Premium Annual User License (1,000,000 Virtual Campus Dollar Value)	\$500,000.00
	Premium One Year Extension Annual User License	\$600.00



## TRAINING TERMS AND CONDITIONS

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

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

### RECITALS

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

### ARTICLE 1—TRAINING DESCRIPTION

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

### ARTICLE 2—ESRI'S RESPONSIBILITIES

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

### ARTICLE 3—CLIENT'S RESPONSIBILITIES

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

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

#### **ARTICLE 4—INSURANCE AND INDEMNIFICATION**

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

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

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

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

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

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

## **ARTICLE 6—SOFTWARE LICENSES**

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

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

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

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

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

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

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

## **ARTICLE 8—PAYMENT**

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

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

## **ARTICLE 9—CONFIDENTIAL INFORMATION**

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

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

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

## **ARTICLE 11—FORCE MAJEURE**

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

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

## **ARTICLE 12—WARRANTY**

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

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

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

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

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

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

## **ARTICLE 15—TAXES**

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

## **ARTICLE 16—UCC INAPPLICABILITY**

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

## **ARTICLE 17—GOVERNING LAW**

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



## MEMORANDUM

DATE: October 22, 2010

TO: James Meadows  
Attorney, Purchasing Division

FROM: Bryan Hoffman  
CFO, Office of Technology

SUBJECT: ESRI REQUEST TO MODIFY WARRANTY PROVISIONS

Many agencies have standardized on the use of ESRI software for GIS systems; therefore, we are trying to negotiate a Master Agreement with ESRI for use by all State agencies.

The ESRI Master Purchase Agreement contains warranty language more geared towards software. ESRI warrants that (i) the unmodified software will substantially conform to the published documentation, and (ii) media on which the software, data, and documentation are provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt. They are hesitant to sign a warranty that says "the software will conform to the specifications,....specified by the Buyer" and "be merchantable and fit for the purpose intended" since they sell the software "as is" and the agency chooses to use their software based on their documentation. Further, since the software and fixes are often downloaded over the Internet, they have no control over the Internet.

Geographic Information system (GIS) technology is an integrated collection of computer software and data used to view and manage information about geographic places, analyze spatial relationships, and model spatial processes. GIS provides a framework for gathering and organizing spatial data and related information so that it can be displayed and analyzed.


ESRI is used nationwide by public and private companies for GIS applications. They beta test their products prior to releasing the final copy to the customer. Their testing procedures are performed using established guidelines before releasing any new releases of the software. The ESRI terms and conditions allow that we can make a copy of the software, data, and documentation for archival purposes and suggests that we make routine computer backups.

Agencies using this software will perform the routine computer backups so that if faulty software is downloaded from the ESRI site through the Internet, they can easily go back to the non-faulty software without losing any data. Under software maintenance, if faulty software is provided by ESRI, ESRI will repair, correct or provide a suitable workaround for the software.

We believe that the risk is so small that we should modify the warranty language as requested by the vendor and proceed with this Master Agreement

BP/hw

## MEMORANDUM

DATE: October 20, 2010  
TO: File  
FROM: Bryan Hoffman   
CFO, Office of Technology

SUBJECT: ESRI SOFTWARE RISK ANALYSIS

Many agencies have standardized on the use of ESRI software for GIS systems; therefore, we have negotiated a Master Agreement with ESRI for use by all State agencies. ESRI will agree to infringement indemnity and that any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property, but will not agree to unlimited liability. Their limitation of liability language limits their liability in most instances to the amount actually paid by the client.

Geographic Information system (GIS) technology is an integrated collection of computer software and data used to view and manage information about geographic places, analyze spatial relationships, and model spatial processes. GIS provides a framework for gathering and organizing spatial data and related information so that it can be displayed and analyzed.

ESRI is used nationwide by public and private companies for GIS applications. They beta test their products prior to releasing the final copy to the customer. Their testing procedures are performed using established guidelines before releasing any new releases of the software. The ESRI terms and conditions allow that we can make a copy of the software, data, and documentation for archival purposes and suggests that we make routine computer backups.

Agencies using this software will perform the routine computer backups so that if faulty software is downloaded from the ESRI site through the Internet, they can easily go back to the non-faulty software without losing any data. Under software maintenance, if faulty software is provided by ESRI, ESRI will repair, correct or provide a suitable workaround for the software.

We believe that the risk is so small that we should proceed with this Master Agreement.

**AGREEMENT ADDENDUM**

**TO ESRI AGREEMENT NO. 2010MPA2666 FOR STATE OF WEST VIRGINIA**

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 clause 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. 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. (Maintenance is a subscription and can be prepaid).
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense 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.
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. **ATTORNEY FEES** - 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.
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. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
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 hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

STATE OF WEST VIRGINIA

Signed: \_\_\_\_\_

*Afton L. Hutson*  
Afton L. Hutson

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

Assistant General Counsel

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

WV Department of Administration

12.3.2010

Approved as to form prior to signature this 22nd day of October, 2010 by \_\_\_\_\_

*Stawpe Warfield*

Deputy Attorney General

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

Signed: \_\_\_\_\_

*Chris Johnson*  
Chris Johnson

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

Manager, Domestic Contracts

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

November 22, 2010



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

# Purchase Order

PURCHASE ORDER NO.  
 MA05SW20

PAGE  
 \_\_\_\_\_

BLANKET RELEASE  
 00

CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER  
 2

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

VENDOR

\*709070308      888-377-4575  
 ENVIRONMENTAL SYSTEMS RESEARCH  
 380 NEW YORK STREET  
 REDLANDS CA 92373-8100

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/10/2010		NET 30		952775732			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER:						MA05SW20	
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		099-00-01-100	SOFTWARE, MASTER AGREEMENT 1		_____	_____	
SIGNATURE _____					DATE _____		
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE