



165 Capitol Avenue
Hartford, CT 06106-1658

February 28, 2014

Lisa Horn
Esri
380 New York Street
Redlands, CA 92373-8100

Re: Master Agreement #B-03-003

Dear Ms. Horn,

I have received your recent request to update the Product Schedule associated with the above noted Master Agreement. **This change adds the attached product/price list, Scope of Use (E300), and Esri Enterprise Advantage Program (EAP) E125-MPA to the current product schedule.**

Given the terms and conditions of this agreement, the request to update the Product Schedule is approved. Please consider the services a part of the associated Master Agreement and retain this approval for future reference.

A copy of your Product Schedule Update request is attached to this letter. Thank you for your interest in doing business with the State of Connecticut.

Very Truly Yours,



Jean Del Greco
Contract Specialist
Procurement Services

cc: Master Agreement File B-03-003



February 28, 2014

Jean Del Greco
State of Connecticut
DAS/Procurement Services
165 Capitol Avenue, 5th Floor South
Hartford, CT 06106-1658

RE: Master Agreement No. B-03-003
Esri Agreement No. 2004MPA3535

Dear Ms. Del Greco:

Please consider this letter as an official request from Esri to update the product/pricing list (E417M 1Q2014), Exhibit 1 - Scope of Use (E300 10/10/2013), and to add the Esri Enterprise Advantage Program (E125-MPA 09/20/2012) by incorporating these attached documents into the above referenced Master Agreement.

You may contact me for additional information at lhorn@esri.com or by phone at 909-793-2853, extension 1006.

Sincerely,



Lisa Horn
Contracts Administrator

cc: K. Kehrlein; P. Rooney; G. Incampo

State of Connecticut
MPA Price List
E417M—1Q2014

Section	Description	Price
1	ArcGIS for Desktop Software	
1	ArcGIS for Desktop Concurrent Use Licenses	
	ArcGIS for Desktop Advanced Concurrent Use License	\$8,910.00
	ArcGIS for Desktop Standard Concurrent Use License	\$6,300.00
	ArcGIS for Desktop Basic Concurrent Use License	\$3,150.00
1	ArcGIS for Desktop Concurrent Use Licenses Maintenance	
	Primary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License	\$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$700.00
	Secondary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$500.00
1	ArcGIS for Desktop Extensions Concurrent Use Licenses	
	ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS 3D Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Publisher for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Data Interoperability for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Network Analyst for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Schematics for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Workflow Manager for Desktop Concurrent Use License	\$2,250.00
	ArcGIS Data Reviewer for Desktop Concurrent Use License	\$2,250.00
1	ArcGIS for Desktop Extensions Concurrent Use Licenses Maintenance	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$200.00
1	ArcGIS for Desktop Single Use Licenses	
	ArcGIS for Desktop Advanced Single Use License	\$8,910.00
	ArcGIS for Desktop Standard Single Use License	\$6,300.00
	ArcGIS for Desktop Basic Single Use Unkeyed License	\$1,350.00

	ArcGIS for Desktop Basic Single Use Keyed License	\$1,350.00
1	ArcGIS for Desktop Single Use Licenses Maintenance	
	Primary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,500.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$2,100.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$1,800.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$400.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$300.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$900.00
1	ArcGIS for Desktop Advanced Extensions Single Use Licenses	
	ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Network Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Schematics for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Publisher for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$2,250.00
	ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$2,250.00
1	ArcGIS for Desktop Extensions Single Use Licenses	
	ArcGIS Spatial Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS 3D Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS Geostatistical Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS Publisher for Desktop Single Use License	\$2,250.00
	ArcGIS Tracking Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS Data Interoperability for Desktop Single Use License	\$2,250.00
	ArcGIS Network Analyst for Desktop Single Use License	\$2,250.00
	ArcGIS Schematics for Desktop Single Use License	\$2,250.00
	ArcGIS Workflow Manager for Desktop Single Use License	\$2,250.00
	ArcGIS Data Reviewer for Desktop Single Use License	\$2,250.00
1	ArcGIS for Desktop Advanced Extensions Single Use Licenses Maintenance	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$500.00

	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$200.00
1	ArcGIS Upgrades	
	ArcGIS for Desktop Basic Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,800.00
1	Upgrade from One ArcGIS Product to Another	
	ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,950.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,950.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,560.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,560.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$3,150.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,760.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,760.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,610.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,610.00
1	Esri Roads and Highways	
	Esri Roads and Highways for Desktop Concurrent Use License	\$9,000.00
	Esri Roads and Highways for Desktop Single Use License	\$9,000.00
	Annual Maintenance for Esri Roads and Highways for Desktop Concurrent Use License	\$2,500.00
2	Esri Mapping and Charting	
	Esri Production Mapping Concurrent Use License	\$9,000.00
	Esri Production Mapping Single Use License	\$9,000.00
	Annual Maintenance for Esri Production Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Production Mapping Single Use License	\$2,500.00
	Esri Defense Mapping Concurrent Use License	\$9,000.00
	Esri Defense Mapping Single Use License	\$9,000.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Defense Mapping Single Use License	\$2,500.00
	ArcGIS for Aviation: Airports Concurrent Use License	\$4,500.00
	ArcGIS for Aviation: Airports Single Use License	\$4,500.00
	Annual Maintenance for ArcGIS for Aviation: Airports Concurrent Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Aviation: Airports Single Use License	\$1,250.00
	ArcGIS for Aviation: Charting Concurrent Use License	\$9,000.00
	ArcGIS for Aviation: Charting Single Use License	\$9,000.00
	Annual Maintenance for ArcGIS for Aviation: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Aviation: Charting Single Use License	\$2,500.00
	ArcGIS for Maritime: Charting Concurrent Use License	\$9,000.00
	ArcGIS for Maritime: Charting Single Use License	\$9,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Charting Single Use License	\$2,500.00
	ArcGIS for Maritime: Bathymetry Concurrent Use License	\$4,500.00
	ArcGIS for Maritime: Bathymetry Single Use License	\$4,500.00

	Annual Maintenance for ArcGIS for Maritime: Bathymetry Concurrent Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Single Use License	\$1,250.00
2	Esri Mapping and Charting Solutions Bundles	
	Esri Defense Mapping Bundle Single Use License	\$26,100.00
	Esri Defense Mapping Bundle Concurrent Use License	\$26,100.00
	Annual Maintenance for Esri Defense Mapping Bundle Single Use License	\$6,500.00
	Annual Maintenance for Esri Defense Mapping Bundle Concurrent Use License	\$6,500.00
	ArcGIS for Aviation: Airports Bundle Single Use License	\$9,450.00
	ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$9,450.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Single Use License	\$2,850.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$2,750.00
	ArcGIS for Aviation: Charting Bundle Single Use License	\$18,450.00
	ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$18,450.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Single Use License	\$6,500.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$6,500.00
	ArcGIS for Maritime: Charting Bundle Single Use License	\$16,830.00
	ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$16,830.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Single Use License	\$6,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$6,000.00
	ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$11,250.00
	ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$11,250.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$3,350.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$3,250.00
3	Esri CityEngine	
	Esri CityEngine Advanced Concurrent Use License	\$3,600.00
	Esri CityEngine Advanced Single Use License	\$3,600.00
	Esri CityEngine Basic Single Use License	\$450.00
	Primary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$675.00
	Primary Maintenance for Esri CityEngine Advanced Single Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Single Use License	\$675.00
	Primary Maintenance for Esri CityEngine Basic Single Use License	\$100.00
	Secondary Maintenance for Esri CityEngine Basic Single Use License	\$85.00
3	Esri CityEngine Product Upgrades	
	Esri CityEngine Advanced Concurrent Use or Single Use License Upgrade from Basic Single Use License	\$3,150.00
4	Esri Developer Technology	
4	ArcGIS Engine Licenses	
	ArcGIS Engine Single Use License	\$450.00
	ArcGIS Engine Concurrent Use License	\$1,125.00
	ArcGIS Engine Concurrent Use License Upgrade from ArcGIS Engine Single Use License	\$725.00
	Annual Maintenance for ArcGIS Engine Single Use License (without extensions)	\$100.00
	Annual Maintenance for ArcGIS Engine Single Use License (with one or more extensions)	\$400.00
	Primary Maintenance for ArcGIS Engine Concurrent Use License	\$250.00
	Secondary Maintenance for ArcGIS Engine Concurrent Use License	\$185.00
4	ArcGIS Engine Extensions Single Use Licenses	
	ArcGIS 3D Analyst for Engine Single Use License	\$900.00
	ArcGIS Spatial Analyst for Engine Single Use License	\$900.00
	ArcGIS Geodatabase Update for Engine Single Use License	\$900.00
	ArcGIS Network Analyst for Engine Single Use License	\$900.00
	ArcGIS Schematics for Engine Single Use License	\$900.00
	ArcGIS Tracking Analyst for Engine Single Use License	\$900.00

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

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

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

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

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

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

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

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

6 ArcGIS for Server Workgroup Extensions Term Licenses

ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00
ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$3,000.00
ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00
ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$3,000.00
ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00
ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$3,000.00
ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$600.00
ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,500.00

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

	ArcGIS GeoEvent Processor for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
	ArcGIS GeoEvent Processor for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$6,000.00
6	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—90-Day Term Licenses	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$12,500.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$10,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—90-Day Term License	\$8,500.00
6	ArcGIS for Server Enterprise Extensions with Cloud Infrastructure—90-Day Term Licenses	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS GeoEvent Processor for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS GeoEvent Processor for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
6	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—30-Day Term Licenses	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$5,000.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$4,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—30-Day Term License	\$3,000.00
6	ArcGIS for Server Enterprise Extensions with Virtual Cloud Infrastructure—30-Day Term Licenses	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00

	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS GeoEvent Processor for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS GeoEvent Processor for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
7	Location Analytics	
7	Esri Map Products Organization Plans for Use with ArcGIS Online and Portal for ArcGIS	
7	Esri Maps for IBM Cognos for Use with ArcGIS Online—Organization Plans	
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	\$500.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 1 Plan Additional User 5-Pack	\$500.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	\$2,000.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 2 Plan Additional User 5-Pack	\$200.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	\$3,500.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 3 Plan Additional User 5-Pack	\$175.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	\$7,500.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 4 Plan Additional User 5-Pack	\$150.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	\$12,500.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 5 Plan Additional User 5-Pack	\$125.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	\$22,000.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 6 Plan Additional User 5-Pack	\$110.00
7	Esri Maps for IBM Cognos for Use with Portal for ArcGIS—Organization Plans	
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 2 Plan—Includes up to 50 Named Users	\$2,000.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 2 Plan Additional User 5-Pack	\$200.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 3 Plan—Includes up to 100 Named Users	\$3,500.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 3 Plan Additional User 5-Pack	\$175.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 4 Plan—Includes up to 250 Named Users	\$7,500.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 4 Plan Additional User 5-Pack	\$150.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 5 Plan—Includes up to 500 Named Users	\$12,500.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 5 Plan Additional User 5-Pack	\$125.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 6 Plan—Includes up to 1,000 Named Users	\$22,000.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 6 Plan Additional User 5-Pack	\$110.00
7	Esri Maps for MicroStrategy for Use with ArcGIS Online—Organization Plans	
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	\$500.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 1 Plan Additional User 5-Pack	\$500.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	\$2,000.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 2 Plan Additional User 5-Pack	\$200.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	\$3,500.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 3 Plan Additional User 5-Pack	\$175.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	\$7,500.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 4 Plan Additional User 5-Pack	\$150.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	\$12,500.00

	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 5 Plan Additional User 5-Pack	\$125.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	\$22,000.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 6 Plan Additional User 5-Pack	\$110.00
7	Esri Maps for MicroStrategy for Use with Portal for ArcGIS—Organization Plans	
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 2 Plan—Includes up to 50 Named Users	\$2,000.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 2 Plan Additional User 5-Pack	\$200.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 3 Plan—Includes up to 100 Named Users	\$3,500.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 3 Plan Additional User 5-Pack	\$175.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 4 Plan—Includes up to 250 Named Users	\$7,500.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 4 Plan Additional User 5-Pack	\$150.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 5 Plan—Includes up to 500 Named Users	\$12,500.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 5 Plan Additional User 5-Pack	\$125.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 6 Plan—Includes up to 1,000 Named Users	\$22,000.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 6 Plan Additional User 5-Pack	\$110.00
7	Esri Maps for Dynamics CRM for Use with ArcGIS Online—Organization Plans	
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	\$500.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 1 Plan Additional User 5-Pack	\$500.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	\$2,000.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 2 Plan Additional User 5-Pack	\$200.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	\$3,500.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 3 Plan Additional User 5-Pack	\$175.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	\$7,500.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 4 Plan Additional User 5-Pack	\$150.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	\$12,500.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 5 Plan Additional User 5-Pack	\$125.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	\$22,000.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 6 Plan Additional User 5-Pack	\$110.00
7	Esri Maps for Dynamics CRM for Use with Portal for ArcGIS—Organization Plans	
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 2 Plan—Includes up to 50 Named Users	\$2,000.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 2 Plan Additional User 5-Pack	\$200.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 3 Plan—Includes up to 100 Named Users	\$3,500.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 3 Plan Additional User 5-Pack	\$175.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 4 Plan—Includes up to 250 Named Users	\$7,500.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 4 Plan Additional User 5-Pack	\$150.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 5 Plan—Includes up to 500 Named Users	\$12,500.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 5 Plan Additional User 5-Pack	\$125.00

	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 6 Plan—Includes up to 1,000 Named Users	\$22,000.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 6 Plan Additional User 5-Pack	\$110.00
8	Esri Business Analyst for Desktop—Single Use Licenses	
	Esri Business Analyst Basic for Desktop National Single Use License	\$16,646.00
	Esri Business Analyst Basic for Desktop Regional Single Use License	\$12,146.00
	Esri Business Analyst Basic for Desktop State Single Use License	\$7,646.00
8	Esri Business Analyst for Desktop—Concurrent Use Licenses	
	Esri Business Analyst Basic for Desktop National Concurrent Use License	\$16,646.00
	Esri Business Analyst Basic for Desktop Regional Concurrent Use License	\$12,146.00
	Esri Business Analyst Basic for Desktop State Concurrent Use License	\$7,646.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop National License	\$14,795.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Regional License	\$10,795.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop State License	\$6,795.00
8	Esri Business Analyst Standard for Desktop—Concurrent Use Licenses	
	Esri Business Analyst Standard for Desktop National Concurrent Use License	\$36,896.00
	Esri Business Analyst Standard for Desktop Regional Concurrent Use License	\$26,541.00
	Esri Business Analyst Standard for Desktop State Concurrent Use License	\$16,565.00
8	Esri Business Analyst Standard for Desktop—Single Use Licenses	
	Esri Business Analyst Standard for Desktop National Single Use License	\$36,896.00
	Esri Business Analyst Standard for Desktop Regional Single Use License	\$26,541.00
	Esri Business Analyst Standard for Desktop State Single Use License	\$16,565.00
8	Annual Maintenance for Esri Business Analyst Standard for Desktop—Concurrent Use and Single Use Licenses	
	Annual Maintenance for Esri Business Analyst Standard for Desktop National License	\$32,795.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop Regional License	\$23,590.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop State License	\$14,720.00
8	Esri Business Analyst for Desktop Canadian Edition	
	Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National Single Use License	\$29,565.00
	Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National Concurrent Use License	\$29,565.00
	Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National Single Use License	\$44,955.00
	Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National Concurrent Use License	\$44,955.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National License	\$26,280.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National License	\$39,960.00
8	Esri Business Analyst for Server	
8	Esri Business Analyst for Server Enterprise Advanced	
	Esri Business Analyst for Server Enterprise Advanced (up to four cores)	\$135,000.00
	Esri Business Analyst for Server Enterprise Advanced (additional cores)	\$33,750.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (up to four cores)	\$100,000.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (additional cores)	\$25,000.00
8	Esri Business Analyst for Server Workgroup Advanced	
	Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$67,500.00
	Annual Maintenance for Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$50,000.00
8	Esri Business Analyst for Server—Staging Server	
	Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	\$36,270.00

	Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	\$9,068.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	\$25,000.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	\$6,250.00
9	ArcGIS for Transportation Analytics	
9	ArcGIS for Transportation Analytics with North America Datasets (includes Mexico)	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	\$75,442.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	\$92,851.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	\$214,718.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	\$412,027.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	\$800,842.00
9	ArcGIS for Transportation Analytics with United States and Canada Datasets	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	\$62,868.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	\$77,376.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	\$178,932.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	\$343,356.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	\$667,368.00
9	ArcGIS for Transportation Analytics with Europe Datasets (all countries)	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	\$165,391.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	\$203,112.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	\$471,510.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	\$899,496.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	\$1,760,304.00
9	ArcGIS for Transportation Analytics with Europe Datasets (up to two countries)	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	\$110,261.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	\$135,408.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	\$314,340.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	\$599,664.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	\$1,170,312.00
9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses	
9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—North America (includes Mexico)	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	\$7,544.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	\$4,643.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	\$4,304.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	\$4,111.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	\$4,014.00
9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—United States and Canada	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	\$6,287.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	\$3,869.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	\$3,579.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	\$3,434.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	\$3,337.00
9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—Europe (all countries)	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	\$16,539.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	\$10,156.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	\$9,430.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	\$8,995.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	\$8,802.00
9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—Europe (two countries)	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	\$11,026.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	\$6,770.00

	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	\$6,287.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	\$5,997.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	\$5,852.00
	ArcGIS for Transportation Analytics with Esri Navigator—Level 5 Additional 50-Asset Pack	\$2,950.00
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on	
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—North America (includes Mexico)	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	\$1,838.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	\$1,741.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	\$1,548.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	\$1,402.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	\$1,209.00
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—United States and Canada	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	\$1,548.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	\$1,451.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	\$1,306.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	\$1,161.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	\$1,016.00
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—Europe (all countries)	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	\$3,288.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	\$2,031.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	\$1,886.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	\$1,789.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	\$1,741.00
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—Europe (two countries)	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	\$2,225.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	\$1,354.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	\$1,257.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	\$1,209.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	\$1,161.00
11	Esri Address Coder	
	Esri Address Coder Standard National (per user license)	\$8,100.00
	Esri Address Coder Standard Regional (per user license)	\$5,850.00
	Esri Address Coder Standard State (per user license)	\$3,240.00
	Annual Maintenance for Esri Address Coder Standard National (per user license)	\$7,200.00
	Annual Maintenance for Esri Address Coder Standard Regional (per user license)	\$5,200.00
	Annual Maintenance for Esri Address Coder Standard State (per user license)	\$2,880.00
	Esri Address Coder Premium National (per user license)	\$13,500.00
	Esri Address Coder Premium Regional (per user license)	\$9,450.00
	Esri Address Coder Premium State (per user license)	\$5,400.00
	Annual Maintenance for Esri Address Coder Premium National (per user license)	\$12,000.00
	Annual Maintenance for Esri Address Coder Premium Regional (per user license)	\$8,400.00
	Annual Maintenance for Esri Address Coder Premium State (per user license)	\$4,800.00
13	Mobile GIS	
13	ArcPad	
	ArcPad Single Use License	\$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data	\$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data	\$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data	\$630.00
	Annual Maintenance for ArcPad Single Use License	\$250.00
	ArcPad Single Use License Upgrade	\$242.00

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

	ILT—per Student, per Day at Esri Learning Centers in the United States	\$505.00
	Instructor-Led Online (ILO) Classroom Training—per Student, per Day	\$505.00
	Additional Student—Client Site Private Class per Student, per Day	\$340.00
	Additional Student—Esri Site Private Class per Student, per Day	\$340.00
	Half-Day ILO Classroom Training—per Student, per Day	\$175.00
	Half-Day Private ILO Classroom Training—per Student, per Day	\$2,625.00
	Private Classes—Esri Site per Class, per Day (12 students) in Locations in the United States	\$4,545.00
	Private Classes—Client Site per Class, per Day (12 students) in Locations in the United States	\$4,545.00
	Client Coaching Services—Client Site	\$4,120.00
	Client Coaching Services—Esri Site	\$4,120.00
16	Virtual Campus	
16	Individual Courses	
	Esri Virtual Campus Training Course Pricing (1 paid module)—per Seat	\$32.00
	Esri Virtual Campus Training Course Pricing (2 paid modules)—per Seat	\$64.00
	Esri Virtual Campus Training Course Pricing (3 paid modules)—per Seat	\$96.00
	Esri Virtual Campus Training Course Pricing (4 paid modules)—per Seat	\$128.00
	Esri Virtual Campus Training Course Pricing (5 paid modules)—per Seat	\$160.00
	Esri Virtual Campus Training Course Pricing (6 paid modules)—per Seat	\$192.00
	Esri Virtual Campus Training Course Pricing (7 paid modules)—per Seat	\$224.00
	Esri Virtual Campus Training Course Pricing (8 paid modules)—per Seat	\$256.00
	Esri Virtual Campus Training Course Pricing (9 paid modules)—per Seat	\$288.00
16	Esri Virtual Campus Annual User License Pricing	
	Premium Annual User License (2,500 Virtual Campus dollar value)	\$2,250.00
	Premium Annual User License (5,000 Virtual Campus dollar value)	\$4,250.00
	Premium Annual User License (7,500 Virtual Campus dollar value)	\$6,000.00
	Premium Annual User License (10,000 Virtual Campus dollar value)	\$7,000.00
	Premium Annual User License (25,000 Virtual Campus dollar value)	\$16,250.00
	Premium One-Year Extension Annual User License	\$660.00
16	Esri Training Pass	
	Esri Training Pass—per Day, 50 Days or Greater/per Year—Multiple-Year Term	\$480.00
	Esri Training Pass—per Day, 50 Days or Greater/per Year—One-Year Term	\$480.00
	Esri Training Pass—per Day, up to 49 Days/per Year—Multiple-Year Term	\$505.00
	Esri Training Pass—per Day, up to 49 Days/per Year—One-Year Term	\$505.00
	Esri Training Pass—One-Year Extension, up to 49 Days	\$500.00
	Esri Training Pass—One-Year Extension, 50 Days or More	\$1,500.00
17	Online GIS	
17	ArcGIS Online for Organizations Plans	
	ArcGIS Online Level 1 Plan—Includes up to 5 Named Users and 2,500 Credits	\$2,500.00
	ArcGIS Online Additional User 5-Pack for Level 1 Plan	\$2,500.00
	ArcGIS Online Level 2 Plan—Includes up to 50 Named Users and 10,000 Credits	\$10,000.00
	ArcGIS Online Additional User 5-Pack for Level 2 Plan	\$1,000.00
	ArcGIS Online Level 3 Plan—Includes up to 100 Named Users and 17,500 Credits	\$17,500.00
	ArcGIS Online Additional User 5-Pack for Level 3 Plan	\$875.00
	ArcGIS Online Level 4 Plan—Includes up to 250 Named Users and 37,500 Credits	\$37,500.00
	ArcGIS Online Additional User 5-Pack for Level 4 Plan	\$750.00
	ArcGIS Online Level 5 Plan—Includes up to 500 Named Users and 62,500 Credits	\$62,500.00
	ArcGIS Online Additional User 5-Pack for Level 5 Plan	\$625.00
	ArcGIS Online Level 6 Plan—Includes up to 1,000 Named Users and 110,000 Credits	\$110,000.00
	ArcGIS Online Additional User 5-Pack for Level 6 Plan	\$550.00
	ArcGIS Online Additional Service Credits—Block of 1,000	\$100.00
17	Esri Business Analyst Online Organization Plans for Use with ArcGIS Online	
	Esri Business Analyst Online (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	\$500.00

	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	\$500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	\$2,000.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	\$200.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	\$3,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	\$175.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	\$7,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	\$150.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	\$12,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	\$125.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	\$22,000.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	\$110.00
17	Esri Community Analyst Organization Plans for Use with ArcGIS Online	
	Esri Community Analyst (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	\$500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	\$500.00
	Esri Community Analyst (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	\$2,000.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	\$200.00
	Esri Community Analyst (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	\$3,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	\$175.00
	Esri Community Analyst (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	\$7,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	\$150.00
	Esri Community Analyst (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	\$12,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	\$125.00
	Esri Community Analyst (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	\$22,000.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	\$110.00
	Esri Community Analyst (for use with Portal for ArcGIS) Additional User 5-Pack for Level 6 Plan	\$110.00
17	Esri Redistricting Online	
	Esri Redistricting Online—12 Months	\$4,500.00
	Esri Redistricting Online—24 Months	\$8,325.00
	Esri Redistricting Online—36 Months	\$11,475.00
18	Portal for ArcGIS	
	Portal for ArcGIS—Includes up to 50 Named User Licenses	\$38,688.00
	Portal for ArcGIS—Includes up to 100 Named User Licenses	\$70,000.00
	Portal for ArcGIS—Includes up to 250 Named User Licenses	\$150,000.00
	Portal for ArcGIS—Includes up to 500 Named User Licenses	\$250,000.00
	Portal for ArcGIS—Includes up to 1,000 Named User Licenses	\$440,000.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 50 Named User Licenses	\$10,000.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 100 Named User Licenses	\$17,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 250 Named User Licenses	\$37,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 500 Named User Licenses	\$62,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 1,000 Named User Licenses	\$110,000.00
18	Portal for ArcGIS Additional User 5-Packs	
	Portal for ArcGIS Additional User 5-Pack for up to 50 Named User Licenses	\$3,869.00
	Portal for ArcGIS Additional User 5-Pack for up to 100 Named User Licenses	\$3,500.00
	Portal for ArcGIS Additional User 5-Pack for up to 250 Named User Licenses	\$3,000.00
	Portal for ArcGIS Additional User 5-Pack for up to 500 Named User Licenses	\$2,500.00
	Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named User Licenses	\$2,200.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 50 Named User Licenses	\$1,000.00

	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 100 Named User Licenses	\$875.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 250 Named User Licenses	\$750.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 500 Named User Licenses	\$625.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named User Licenses	\$550.00
18	Portal for ArcGIS Term Licensing	
	Portal for ArcGIS—Includes up to 50 Named Users Annual Term License	\$10,000.00
	Portal for ArcGIS—Includes up to 100 Named Users Annual Term License	\$17,500.00
	Portal for ArcGIS—Includes up to 250 Named Users Annual Term License	\$37,500.00
	Portal for ArcGIS—Includes up to 500 Named Users Annual Term License	\$62,500.00
	Portal for ArcGIS—Includes up to 1,000 Named Users Annual Term License	\$110,000.00
18	Portal for ArcGIS Additional User 5-Packs Term Licensing	
	Portal for ArcGIS Additional User 5-Pack for up to 50 Named Users Annual Term License	\$1,000.00
	Portal for ArcGIS Additional User 5-Pack for up to 100 Named Users Annual Term License	\$875.00
	Portal for ArcGIS Additional User 5-Pack for up to 250 Named Users Annual Term License	\$750.00
	Portal for ArcGIS Additional User 5-Pack for up to 500 Named Users Annual Term License	\$625.00
	Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named Users Annual Term License	\$550.00
19	Esri Enterprise Advantage Program	
	Esri Enterprise Advantage Program (EEAP)	\$75,000.00
	Additional EEAP Technical Advisor Services	\$21,000.00
	Additional EEAP 100 Learning and Service Credits	\$47,000.00
	Additional EEAP 50 Learning and Service Credits	\$23,500.00
20	StreetMap Premium for ArcGIS North America NAVTEQ Data	
20	StreetMap Premium for ArcGIS NAVTEQ Data—United States	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$3,000.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$7,500.00
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$37,500.00
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$15,000.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—North America (United States, Canada, and Mexico)	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)	\$12,000.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$30,000.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	\$150,000.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$60,000.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—State	
	State—Full Use (per single use ArcGIS for Desktop user/per year)	\$2,000.00
	State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$5,000.00
	State—Full Use (per ArcGIS for Server Enterprise/per year)	\$25,000.00
	State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$10,000.00
	State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,000.00
	State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,500.00
	State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$12,500.00
	State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$5,000.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Canada	
	Canada—Full Use (per single use ArcGIS for Desktop user/per year)	\$4,800.00

	Canada—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$12,000.00
	Canada—Full Use (per ArcGIS for Server Enterprise/per year)	\$60,000.00
	Canada—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$24,000.00
	Canada—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$2,400.00
	Canada—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$6,000.00
	Canada—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$30,000.00
	Canada—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$12,000.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Province	
	Province—Full Use (per single use ArcGIS for Desktop user/per year)	\$2,000.00
	Province—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$5,000.00
	Province—Full Use (per ArcGIS for Server Enterprise/per year)	\$25,000.00
	Province—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$10,000.00
	Province—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,000.00
	Province—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,500.00
	Province—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$12,500.00
	Province—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$5,000.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Europe	
	Europe—Full Use (per single use ArcGIS for Desktop user/per year)	\$12,600.00
	Europe—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$31,500.00
	Europe—Full Use (per ArcGIS for Server Enterprise/per year)	\$157,500.00
	Europe—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$63,000.00
	Europe—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$6,300.00
	Europe—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$15,750.00
	Europe—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$78,750.00
	Europe—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$31,500.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Small Country in Europe	
	Small Country—Full Use (per single use ArcGIS for Desktop user/per year)	\$2,700.00
	Small Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$6,750.00
	Small Country—Full Use (per ArcGIS for Server Enterprise/per year)	\$33,750.00
	Small Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$13,500.00
	Small Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,350.00
	Small Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$3,375.00
	Small Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$16,875.00
	Small Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$6,750.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Large Country in Europe	
	Large Country—Full Use (per single use ArcGIS for Desktop user/per year)	\$4,500.00
	Large Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$11,250.00
	Large Country—Full Use (per ArcGIS for Server Enterprise/per year)	\$56,250.00
	Large Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$22,500.00
	Large Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$2,250.00
	Large Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$5,625.00
	Large Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$28,125.00
	Large Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$11,250.00
20	StreetMap Premium for ArcGIS TomTom Data—North America	
20	StreetMap Premium for ArcGIS TomTom Data—United States	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$3,000.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$7,500.00
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$37,500.00

	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$15,000.00
20	StreetMap Premium for ArcGIS TomTom Data—Small State in the United States	
	Small State—Full Use (per single use ArcGIS for Desktop user/per year)	\$900.00
	Small State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$2,250.00
	Small State—Full Use (per ArcGIS for Server Enterprise/per year)	\$11,250.00
	Small State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,500.00
	Small State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$500.00
	Small State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,125.00
	Small State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$5,625.00
	Small State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$2,250.00
20	StreetMap Premium for ArcGIS TomTom Data—Medium State in the United States	
	Medium State—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,200.00
	Medium State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$3,000.00
	Medium State—Full Use (per ArcGIS for Server Enterprise/per year)	\$15,000.00
	Medium State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$6,000.00
	Medium State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$600.00
	Medium State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,500.00
	Medium State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$7,500.00
	Medium State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$3,000.00
20	StreetMap Premium for ArcGIS TomTom Data—Large State in the United States	
	Large State—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,800.00
	Large State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$4,500.00
	Large State—Full Use (per ArcGIS for Server Enterprise/per year)	\$22,500.00
	Large State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$9,000.00
	Large State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$900.00
	Large State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,250.00
	Large State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$11,250.00
	Large State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,500.00
20	StreetMap Premium for ArcGIS TomTom Data—North America	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)	\$12,000.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$30,000.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	\$150,000.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$60,000.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
20	StreetMap Premium for ArcGIS TomTom Data—Canada	
	Canada—Full Use (per single use ArcGIS for Desktop user/per year)	\$3,000.00
	Canada—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$7,500.00
	Canada—Full Use (per ArcGIS for Server Enterprise/per year)	\$37,500.00
	Canada—Full Use Types (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$15,000.00
	Canada—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,500.00
	Canada—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$3,750.00
	Canada—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$18,750.00
	Canada—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$7,500.00
20	StreetMap Premium for ArcGIS TomTom Data—Small Province in Canada	
	Small Province—Full Use (per single use ArcGIS for Desktop user/per year)	\$900.00
	Small Province—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$2,250.00
	Small Province—Full Use (per ArcGIS for Server Enterprise/per year)	\$11,250.00
	Small Province—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,500.00
	Small Province—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$500.00

	Small Province—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,125.00
	Small Province—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$5,625.00
	Small Province—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$2,250.00
20	StreetMap Premium for ArcGIS TomTom Data—Medium Province in Canada	
	Medium Province—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,200.00
	Medium Province—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$3,000.00
	Medium Province—Full Use (per ArcGIS for Server Enterprise/per year)	\$15,000.00
	Medium Province—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$6,000.00
	Medium Province—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$600.00
	Medium Province—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,500.00
	Medium Province—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$7,500.00
	Medium Province—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$3,000.00
20	StreetMap Premium for ArcGIS TomTom Data—Large Province in Canada	
	Large Province—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,800.00
	Large Province—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$4,500.00
	Large Province—Full Use (per ArcGIS for Server Enterprise/per year)	\$22,500.00
	Large Province—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$9,000.00
	Large Province—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$900.00
	Large Province—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,250.00
	Large Province—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$11,250.00
	Large Province—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,500.00
20	StreetMap Premium for ArcGIS TomTom Data—Europe	
	Europe—Full Use (per single use ArcGIS for Desktop user/per year)	\$11,600.00
	Europe—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$29,000.00
	Europe—Full Use (per ArcGIS for Server Enterprise/per year)	\$145,250.00
	Europe—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$58,000.00
	Europe—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$5,800.00
	Europe—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$14,500.00
	Europe—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$72,625.00
	Europe—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$29,000.00
20	StreetMap Premium for ArcGIS TomTom Data—Small Country in Europe	
	Small Country—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,400.00
	Small Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$3,500.00
	Small Country—Full Use (per ArcGIS for Server Enterprise/per year)	\$17,500.00
	Small Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$7,000.00
	Small Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$700.00
	Small Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,750.00
	Small Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$8,750.00
	Small Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$3,500.00
20	StreetMap Premium for ArcGIS TomTom Data—Medium Country in Europe	
	Medium Country—Full Use (per single use ArcGIS for Desktop user/per year)	\$2,800.00
	Medium Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$7,000.00
	Medium Country—Full Use (per ArcGIS for Server Enterprise/per year)	\$35,000.00
	Medium Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$14,000.00
	Medium Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,400.00
	Medium Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$3,500.00
	Medium Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$17,500.00
	Medium Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$7,000.00
20	StreetMap Premium for ArcGIS TomTom Data—Large Country in Europe	
	Large Country—Full Use (per single use ArcGIS for Desktop user/per year)	\$4,200.00

	Large Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$10,500.00
	Large Country—Full Use (per ArcGIS for Server Enterprise/per year)	\$52,500.00
	Large Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$21,000.00
	Large Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$2,100.00
	Large Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$5,250.00
	Large Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$26,250.00
	Large Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$10,500.00
20	StreetMap Premium for ArcGIS Japan—IPC	
	Japan—Full Use (per single use ArcGIS for Desktop user/per year)	\$5,000.00
	Japan—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$12,500.00
	Japan—Full Use (per ArcGIS for Server Enterprise/per year)	\$62,500.00
	Japan—Full Use Types (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$25,000.00
	Japan—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$2,500.00
	Japan—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$6,250.00
	Japan—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$31,250.00
	Japan—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$12,500.00



**EXHIBIT 1
SCOPE OF USE
(E300 10/10/2013)**

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

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

SECTION 1—DEFINITIONS

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

1. "Concurrent Use License" means a license to install and use the Product on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
2. "Deployment Server License" means a full use license that authorizes Licensee to install and use the Software for all uses permitted in the License Agreement and as described in the Documentation.
3. "Development Server License" means a license that authorizes Licensee to install and use the Software to build and test Value-Added Applications as described in the Documentation.
4. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Product on a single computer for use by that end user on the computer on which the Product is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
5. "Staging Server License" means a license that authorizes Licensee to install and use the Software for the following purposes: building and testing Value-Added Applications; conducting user acceptance testing, performance testing, and load testing of other third-party software; staging new commercial data updates; and training activities as described in the Documentation.
6. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.
7. "Perpetual License" means a license to use a version of the Product, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

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

<p>Desktop Products</p> <ul style="list-style-type: none"> ▪ Address Coder (22; Addendum 2, Note 7) ▪ ArcExplorer—Java and Windows Editions (20; Addendum 2, Note 1) ▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Explorer Desktop (20; Addendum 2, Note 1) ▪ ArcGIS for AutoCAD (20) ▪ ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2) ▪ ArcReader (20; Addendum 2, Note 1) ▪ Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Maps for IBM Cognos, MicroStrategy, Microsoft Dynamics CRM, Office, SharePoint, or SAP BusinessObjects (Addendum 2, Note 1) ▪ Esri Navigator (formerly ArcLogistics Navigator) (Addendum 2, Note 2) ▪ Sourcebook•America (Addendum 2, Note 8) ▪ ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1) ▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (Addendum 2, Note 1) <p>Server Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Server <ul style="list-style-type: none"> – Workgroup (28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – Enterprise (31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – with Virtual Cloud Infrastructure (10; Addendum 3—Common Terms) ▪ ArcGIS for Server Extension <ul style="list-style-type: none"> – ArcGIS for INSPIRE (Addendum 2, Note 1) 	<ul style="list-style-type: none"> ▪ Esri Business Analyst Server <ul style="list-style-type: none"> – Workgroup (28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4) – Enterprise (31; 39; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Portal for ArcGIS (31; Addendum 2, Note 1) ▪ Esri Tracking Server (31) <p>Developer Tools</p> <ul style="list-style-type: none"> ▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; Addendum 2, Note 1) ▪ ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; Addendum 2, Note 1) ▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26) ▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; Addendum 2, Note 1) ▪ Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Developer Network (EDN) Software, Online Services, and Data (24; 26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ Esri File Geodatabase API (47) <p>Bundled Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Transportation Analytics (1; Addendum 2, Note 1; Addendum 2, Note 2; Addendum 2, Note 11)
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Notes:

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

Additional Terms of Use for Products listed above:

1. Licensee may use the Software, Data, and Online Services included in ArcGIS for Transportation Analytics solely for direct support of fleet operations. No other use of ArcGIS for Transportation Analytics or the individual

components that are part of ArcGIS for Transportation Analytics is permitted. This restriction does not apply to the ArcGIS Online for Organizations account included with ArcGIS for Transportation Analytics. The ArcGIS Online for Organizations account can be used for any purpose subject to the terms of this License Agreement.

2-9. Reserved.

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

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

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

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

SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA

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

SECTION 2—SPECIFIC TERMS OF USE FOR DATA

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

<ul style="list-style-type: none"> ▪ ArcGIS Online Data (1) ▪ StreetMap Premium for ArcGIS (2) ▪ StreetMap for Windows Mobile (2) ▪ StreetMap for ArcPad (2) ▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1) ▪ HERE Traffic Data (11; Addendum 1, Note 1) ▪ Data Appliance for ArcGIS (3) 	<ul style="list-style-type: none"> ▪ Business Analyst/Location Analytics Data (4, 10) ▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) ▪ Data and Maps for ArcGIS (6) ▪ Address Coder Data (7, 10) ▪ Sourcebook•America Data (8, 10) ▪ Esri MapStudio Data (9)
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Notes:

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

Additional Terms of Use for Products listed above:

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

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

- a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
- b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
- c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.

- d. Microsoft Bing Maps data is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e-802-bing-mapsvc.pdf>.
 - e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
 - f. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
 - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics:* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but is not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:
- a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:
- a. Licensee may only use Data for North America with the North America collection of the Data Appliance for ArcGIS. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
 - b. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
 - c. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - d. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
4. *Business Analyst Data; Location Analytics Data:* Business Analyst Data is provided with Esri's Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:
- a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API,

with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.

- b. Business Analyst Data provided with Business Analyst Server Canadian Edition may not be cached or downloaded by client applications and devices.
- c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.
- d. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
- e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
- f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
- g. D&B Data: May not be used for direct mailing or direct marketing purposes.

5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business Summary, Business Locations, Retail MarketPlace, and Tapestry Segmentation datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:

- **Single Use**: Permits access by a single user to access the data for development or internal use on a desktop computer or server. No Internet access is permitted.
- **Internal Site/Server—Known User**: Permits access by named (known) users for Licensee's internal use. Web access by those named users is permitted.
- **Public website (noncommercial)—Constituent-Served Model**: Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
- **Public website (commercial) Known User**: Permits Licensee to use the Data in an externally facing Value-Added Application for use by named users and to generate revenue from such Value-Added Application.
- **Public website (commercial) Anonymous User**: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.

6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.

- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/redistribution-rights>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
- b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

7. *Address Coder Data*: This Data is included with Address Coder and is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Address Coder.
8. *Sourcebook•America Data*: This Data is included with Sourcebook•America and provided for Licensee's internal business use solely in connection with Licensee's authorized use of Sourcebook•America.
9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
 - a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.
 - e. D&B Data: May not be used for direct mailing or direct marketing purposes.
10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
 - a. HERE traffic data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
 - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
 - c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
 - d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
 - e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
 - f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

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

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

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

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

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

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been

paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

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

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

2.3 Licensee's Responsibilities. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Services with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device. For instance, these Services may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed; or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services.

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

2.6 Modifications of Online Services. Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

2.7 Discontinuation or Deprecation of Online Services. Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.8 If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable

solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

2.9 Attributions. Licensee is not permitted to remove any Esri or Esri's licensors' logos or other attribution associated with any use of ArcGIS Online Services.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption. Licensee's access (including access on behalf of Licensee's customers) to and use of Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri or its affiliates.

3.4 Service Suspension. Esri and its affiliates shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.5 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee is solely responsible for the development, operation, and maintenance of Licensee's Content and for all materials that appear on or in any of Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperability between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed.

Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/dmca_policy.

4.3 Sharing Licensee's Content. Licensee hereby grants to any third parties with whom Licensee elects to share Licensee's Content using Sharing Tools the right and license to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services subject to any terms of use and access restrictions that Licensee provides with Licensee's Content. ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM LICENSEE'S NAMED USERS' MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SHARING TOOLS IS AT LICENSEE'S SOLE RISK.

4.4 Retrieving Licensee's Content upon Termination. Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri reserves the right to suspend Licensee's account when consumption reaches one hundred percent (100%) of the Service Credits allocated to Licensee's subscription. Licensee's access to the account will be restored immediately upon the completion of Licensee's purchase transaction for additional Service Credits for the subscription account.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

ARTICLE 7—LICENSEE'S WARRANTIES

Licensee warrants that Licensee's Content or use of Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation will not (i) infringe or misappropriate any third-party intellectual property rights or proprietary rights, (ii) violate any third party's privacy rights or any applicable law, or (iii) contain or transmit to a third party any Malicious Code. Except as prohibited by applicable law, Licensee agrees to defend, indemnify, and hold harmless Esri from and against any claim, action, liability, or demand arising out of a breach of the foregoing warranties.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

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

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

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

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:
 - a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
 - b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
 - i. Licensee is also permitted to:
 - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; or

- (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
 - (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
 - (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NPO/NGO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NPO/NGO use of ArcGIS Online for Organizations accounts; Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.
- e. ArcGIS Online Public Plan accounts:
 - i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
 - ii. Public Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- f. ArcGIS Online Development and Testing Plan accounts:
 - i. Subject to the terms of this License Agreement, Licensee is permitted to:
 - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).
 - ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- g. ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
 - i. Licensee may use one million (1,000,000) map transactions per month in conjunction with Licensee's account. One (1) transaction is equal to eight (8) map tiles.

- h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
 - This restriction does not apply to education institutions that are permitted to license ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
- i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.

2. Terms of Use for ArcGIS Online Services:

- a. Geocoding Services: Licensee may not store the results from the use of either of the following services without a subscription. Single address lookup (search) is permitted without a subscription as long as the result of the search is not stored for later use.

*ArcGIS Online World Geocoding Service (available at <http://geocode.arcgis.com>)
Standard Geocoding Task Service (available at <http://tasks.arcgisonline.com>)*

- b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.

- 3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Licensee's external websites.
- 4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in [Addendum 2, Note 1](#).
- 5. Licensee may develop Value-Added Applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's Value-Added Applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's Value-Added Applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing Value-Added Applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's Value-Added Application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).

**ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)**

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

<ul style="list-style-type: none"> ▪ Educational Programs (1) ▪ Grant Programs (2) 	<ul style="list-style-type: none"> ▪ Home Use Program (3) ▪ Other Esri Limited Use Programs (4)
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Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any administrative use unless Licensee has acquired an administrative use Term License. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes as specified in the Esri grant document. Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program:*

- a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/software/arcgis/arcgis-for-home> or Licensee's authorized distributor's website.
- b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "Noncommercial" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
- c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.

4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.



**ENTERPRISE ADVANTAGE PROGRAM
AGREEMENT (E125)**

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

EAP Agreement No. 2014EAP461

This Enterprise Advantage Program Agreement ("EAP Agreement") is composed of this page and the related Terms and Conditions contained in Articles 1 through 12 below. This EAP Agreement adds additional terms and conditions to the Master Purchase Agreement (MPA) with respect to the EAP.

Esri offers an Enterprise Advantage Program to Licensees that are implementing or have implemented a geographic information system (GIS) enterprise solution based on Esri technology. Licensee agrees to contract with Esri for and Esri agrees to provide Licensee with certain enhanced consulting services, training, and support available under the Enterprise Advantage Program for the authorized Licensee location as described herein. The Enterprise Advantage Program is not designed for Esri to provide project specific professional services (e.g., application or database development for solutions or applications).

All Licensee contact regarding EAP activities shall be through the point of contact identified below.

**Authorized EAP Contact Information
(to be completed by Licensee)**

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

E-mail: _____

ARTICLE 1—DEFINITIONS

Capitalized terms that have not been defined in this EAP Agreement shall have the meaning found in the applicable Esri license agreement.

"Incident" means a communication via telephone or e-mail by Licensee to Support Services regarding technical problems with Software, Data, or Documentation.

"Map Data" means any digital dataset(s), including geographic data, vector data coordinates, raster data, or associated tabular attributes supplied or used in the performance of this EAP Agreement.

"PSS" means Premium Support Services.

"Renewal Period" means any one (1)-year extension of this EAP Agreement.

"Secure Formats" means object code, executable code, or similar formats.

"Term" means the initial term of this EAP Agreement.

"Work Product" means reports, documented analysis, sample code, prototype/unsupported code, or technical memorandums provided under this EAP Agreement.

ARTICLE 2—ENTERPRISE ADVANTAGE PROGRAM

2.1 Enterprise Advantage Program Description. The Enterprise Advantage Program is provided on an order-by-order, annual subscription basis. EAP is a menu of services, training, and support that provides Licensee with the flexibility to select components that best meet its needs. The Enterprise Advantage Program components include the following:

- a. *Technical Advisor.* An Esri Technical Advisor who has expertise in Esri GIS software capabilities and has the ability to analyze and assess optimal solutions in the context of GIS enterprise implementation will be assigned to Licensee. Licensee will receive up to the number of ordered Technical Advisor hours. Licensee may elect to retain additional Technical Advisor Services for a supplemental price. Technical Advisors are not substitutes for services provided by Esri Support Services or Professional Services. Licensee will continue to contact Esri Support Services as the first point of contact for all technical support inquiries. If a custom application or other services are required, Licensee will need to enter into an agreement for use of Esri Professional Services. If Licensee requests the Technical Advisor to come to Licensee's site, Licensee will pay reasonable travel costs. The Technical Advisor in coordination with the Account Manager shall
 - (1) Advise Licensee on GIS strategies, architectures, and product selection;
 - (2) Advise Licensee on training needs, available business partner solutions, consulting support requirements, and business case development;
 - (3) Act as Licensee's technical advocate in dealing with Esri;
 - (4) Participate in annual account reviews; and
 - (5) Serve as point of escalation if Licensee is not satisfied with the resolution of an incident through Esri Support Services.

- b. *Annual Account Review.* Licensee may attend a one (1)-day annual GIS strategy and account review with Licensee's Account Manager and Technical Advisor at Esri headquarters in Redlands, California. Key Esri technical and industry specialists may also attend the review to answer questions and discuss Licensee's ideas and suggestions regarding Esri software and support strategies. Licensee is responsible for its own travel expenses. As an option to hosting the review in Redlands, Esri may conduct the review at the appropriate Esri regional office as mutually agreed, and Esri's Redlands staff will have the option to participate either by telephone or by webcast.

c. *Learning and Services Credits*

- (1) Licensee will receive the number of ordered Learning and Services Credits. Licensee may use the credits toward any combination of consulting services support, training, premium support, or related travel expenses as described below.
- (2) Licensee may order, for an additional price, additional Learning and Services Credits either (i) as a block of fifty (50) credits or (ii) as a block of one hundred (100) credits, not to exceed a total of two hundred (200) credits during the Term or each Renewal Period of this EAP Agreement. If Licensee requests additional Learning and Services Credits over and above the initial two hundred (200) credits provided for in this paragraph, Licensee must order Learning and Services Credits along with additional Technical Advisor Services.
- (3) Learning and Services Credits may be exchanged as follows:

Technical Consulting Services Support consisting of review of technology strategy, systems design, prototyping, and other general technical consulting services support activities (Any project-related activities requiring a deliverable other than consulting time will be scoped, budgeted, and scheduled through a separate agreement.)	1 credit = 2 hours
Annual Premium Support Unlimited	75 credits = Unlimited Incidents
Instructor-Led Training (one [1] person at an Esri Facility) or Virtual Classroom	1 credit = 1 day
Client Site or Private Esri Site Training Event (for up to twelve [12] people)	9 credits = 1 day
Additional Student	0.75 credits = 1 day
Coaching Services (for up to fifteen [15] people)	9 credits = 1 day
Virtual Campus Annual User License	1 credit = 480 Virtual Campus dollars as quoted
Related Esri travel and per diem expenses	as quoted

- (4) Unused Learning and Services Credits may be carried over to future years as long as Licensee remains an Esri Enterprise Advantage Program member. If this EAP Agreement expires (exclusive of termination for default), any unused credits will expire six (6) months after the expiration of this EAP Agreement; however, the Technical Advisor Services will not be available during this post-Term period.
- (5) Esri will provide EAP Contact with a monthly report outlining usage of Enterprise Advantage Program Learning and Services Credits to date.

- d. *Exclusive Enterprise Webcast.* Esri will provide an e-mail invitation to the EAP Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.

2.2 Learning and Services Credit Use

- a. *Current on Maintenance.* Licensee must remain current on standard maintenance during the term of this EAP Agreement. Standard maintenance is described at <http://www.esri.com/legal>, which may be changed from time to time.
- b. *Authorization of Credit Use.* Licensee will contact its Account Manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit to Licensee a Learning and Services Credit estimate by e-mail for confirmation and authorization for use of the credits.
- c. *Travel and Per Diem.* Any Esri travel and per diem will be quoted separately. Licensee may direct Esri to use credits for travel and per diem as stated in Enterprise Advantage Program Description, Section 2.1 above, or Licensee will issue a purchase order and Esri will invoice Licensee for the travel and per diem expenses as described below in Article 6.
- d. *Notification of Consumed Credits.* Esri will notify Licensee in the event the authorized Learning and Services Credits are consumed prior to completion of the requested work. Licensee may elect to direct use of additional credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to discontinue work when the authorized credits are consumed.
- e. *Review of Proposed Activities.* Any activities proposed to be completed under the Enterprise Advantage Program will be subject to review and approval by Esri to ensure alignment with the intent of the program.

2.3 Defense or Military Application. At the time the Learning and Services Credits are requested or before any services are provided by the Technical Advisor, Licensee will inform Esri if any of the requested services, consulting, training, or support provided by Esri is directly related to a defense article or for a military application.

ARTICLE 3—LICENSE GRANT

3.1 Training. The terms of the Esri License Agreement shall be applicable to all Licensee course participants and for all of Esri's Software, Data, Web Services, and Documentation licensed for use in any training course to be conducted. Esri may issue temporary Software licenses when there is an insufficient number of Software licenses available at Licensee's training facility. Upon conclusion of the training event, Licensee shall uninstall the temporary Software licenses and return to Esri any media provided.

3.2 Work Product. Esri hereby grants to Licensee a nonexclusive, royalty-free license in the Work Product to use in connection with Licensee's authorized use of the Software and Data for support of which the Work Product was supplied.

3.3 PSS. The terms and conditions of the License Agreement for the affected Software will govern any updates, patches, hot fixes, or software provided under this EAP Agreement.

ARTICLE 4—WARRANTIES AND DISCLAIMERS

4.1 Warranties and Disclaimers

- a. All services, training, and Work Products will be provided in a professional and workerlike manner.
- b. Esri warrants for a period of thirty (30) days after delivery of the services that the services will conform to professional and technical standards of the software industry.
- c. *Map Data Disclaimer.* Map Data may contain some nonconformities, defects, errors, or omissions. MAP DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the Map Data will meet Licensee's needs or expectations, that the use of the Map Data will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on the Map Data and Licensee should always verify actual Map Data.

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

ARTICLE 5—LIMITATION OF LIABILITY

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

5.2 General Limitation of Liability. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER FOR DIRECT DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE EAP PROGRAM.

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

ARTICLE 6—COMPENSATION

6.1 The fees for the initial term of the EAP are set forth in the MPA Price List. Esri shall invoice Licensee as quoted for the Enterprise Advantage Program upon receipt of Licensee's order and annually in advance. Fees for additional Learning and Services Credits or Technical Advisor Services will be invoiced upon receipt of Licensee's order. Licensee shall pay Esri within thirty (30) calendar days of receipt of invoice.

6.2 Pricing for annual program renewals and new or additional Esri service offerings will be in accordance with the MPA Price List at the time of purchase or renewal.

6.3 Licensee may elect to use Learning and Services Credits for actual travel expenses of Esri employees plus a standard burden, or to be invoiced at the actual cost for travel expenses plus a standard burden. Meals will be charged on a per diem basis. Esri travel will be in accordance with the Federal Travel Regulation (FTR) limits.

ARTICLE 7—TERM AND TERMINATION

7.1 The Term of each EAP order shall be one (1) year beginning on the date on which Licensee's purchase order is processed. EAP is provided on an order-by-order basis. If Licensee is currently covered by Standard Maintenance for all its Software, Licensee may order, on an annual basis, EAP subject to the terms and conditions of this EAP Agreement. The Term of each EAP order shall begin on the date on which Licensee's purchase order is processed. Prior to the end of the Term, Esri may provide Licensee with a quotation for an additional one (1) year Renewal Period. If Licensee accepts the quote, Esri will submit an invoice to Licensee for the quoted annual Enterprise Advantage Program price and this EAP Agreement will automatically extend for the Renewal Period.

7.2 Licensee may terminate this EAP Agreement at any time without cause or may simply choose not to renew the Enterprise Advantage Agreement relationship.

7.3 Licensee may terminate this EAP Agreement for Esri's breach of a material term upon thirty (30) days' notice to Esri and opportunity to cure. If termination is due solely to Esri's failure to perform a material term of this EAP Agreement, Esri will refund a prorated share of amounts paid to Esri equal to the credits not used by Licensee.

7.4 Esri may terminate this agreement for Licensee's breach of a material term upon thirty (30) days' notice to Licensee and opportunity to cure, or terminate this EAP Agreement in the event of termination or expiration of the Enterprise Advantage Agreement relationship as set forth in that Enterprise Advantage Agreement. In such event, Esri is not obligated to refund any amounts paid for credits not used.

7.5 Upon termination or expiration of this EAP Agreement

- a. Except when termination results from non-renewal, all outstanding Learning and Services Credits shall be subject to cancellation, acceptance, or rejection at the sole discretion of Esri.
- b. In the event of termination for a material breach, the due dates of all invoices for amounts owed by Licensee to Esri shall be accelerated automatically so that such amounts become due and payable on the effective date of termination, regardless of the payment term provisions set forth in this EAP Agreement.
- c. Except where a provision specifically provides otherwise, any cause of action or claim of one (1) party accrued to or to accrue because of any breach or default of the other party and any accrued license rights shall survive to the degree necessary to permit their complete fulfillment or discharge.

ARTICLE 8—CONFIDENTIALITY

8.1 Confidential Information. It may be necessary for Esri or Licensee to disclose to the other party certain confidential information under this EAP Agreement. The access code or password for the PSS website, information disclosed at review

sessions, and any Work Product are confidential information of Esri. Licensee data contained in the Esri PSS website database is confidential information of Licensee. Each party shall use the confidential information described above only for exchanging information needed to provide the PSS contemplated by this EAP Agreement. Within sixty (60) days of termination of this EAP Agreement, each party shall return or destroy and provide a certification of destruction of the confidential information of the other party.

8.2 Work Product

- a. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Work Product delivered only in Secure Formats. For Work Product delivered in source code or other human-readable formats, Licensee will have met its obligations under this EAP Agreement if its disclosure of Work Product is limited to such items in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Work Product is withheld from such disclosure, and the person or entity in receipt of such Work Product similarly agrees not to perform such acts or allow others to do so.
- b. Except as provided in the preceding paragraph, Licensee shall not disclose the Work Product to employees or third parties without the advance written consent of Esri. However, Licensee may, without such consent, make such disclosures to employees to the extent reasonably required to allow Licensee to use the Software or Data in a manner authorized under applicable licenses.
- c. The disclosures permitted under this section shall not relieve Licensee of its obligation to maintain the Work Product in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Work Product to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this EAP Agreement and obtain their agreement to be bound by them.

8.3 Excluded Confidential Information. Licensee shall not provide to Esri or disclose to the instructor any data or information that is personally identified information (PII), including, but not limited to, GLBA or HIPAA type data or information, or critical infrastructure information (CII) from the US Department of Homeland Security. 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 Licensee that comports with the exceptions set forth in Subsections 4(B) and 4(C)(ii) of Section 509 of the Gramm-Leach-Bliley Act (PL 106-102) (15 USC Section 6809) and implementing regulations thereof.

8.4 Other Exchange of Confidential Information. Any other exchange of confidential information between the parties shall require execution of a nondisclosure agreement signed between the parties separate from this EAP Agreement.

ARTICLE 9—PREMIUM SUPPORT SERVICES TERMS AND CONDITIONS

9.1 Premium Support Services. Should the Licensee choose to use Learning and Services Credits for PSS, the terms of this Article 9 shall also apply.

9.2 Premium Support Availability. Licensee may use Learning and Services Credits for PSS (annually) for any product covered under Esri's standard maintenance subscription, provided that Licensee is current on maintenance for applicable Esri Software. Esri shall provide PSS for the Term of the EAP Agreement.

9.3 Premium Support Description. PSS shall provide (1) a designated Premium Support Coordinator ("PSC"); (2) unlimited telephone and e-mail support accessible to Licensee twenty-four hours per day, seven days per week, three hundred sixty-five days per year (24/7/365); (3) Priority Incident Management; and (4) other additional enhanced support and services.

9.4 Premium Support Coordinator. Esri shall assign a PSC to Licensee. The assigned PSC shall work directly with Licensee's Authorized Contact ("LAC") and shall oversee all of Licensee's Premium Support Incidents. Licensee may select up to two (2) individuals to report Premium Support Incidents to Support Services and work directly with PSC regarding all such Incidents.

The PSC shall

- a. Be familiar with Licensee's GIS software architecture and infrastructure to perform the scope of support pursuant to this Article 9;

- b. Verify that all open Premium Support Incidents of Licensee are prioritized above Incidents opened pursuant to standard maintenance;
- c. Work closely with Senior Support Analysts toward the resolution of all open Premium Support Incidents; and
- d. Provide LAC with a daily status update on all open Premium Support Incidents or as agreed upon by PSC and Licensee.

Esri may replace PSC during the Term of the EAP Agreement with a written notification to Licensee.

9.5 Telephone and E-mail Support. Esri shall provide support to Licensee for Software by telephone or e-mail and shall include the following:

- a. LAC may open an Incident by calling Support Services or logging the Incidents via the PSS website. An e-mail acknowledgment shall be sent to LAC for a new Incident logged via the PSS website. The assigned PSC shall use commercially reasonable efforts to call or send an e-mail response within one (1) hour of receipt of a new Incident to notify Licensee that the logged Premium Support Incident is in the initial stage of review;
- b. LAC shall have the ability to log Premium Support Incidents via the telephone. Incidents logged in this manner will receive personalized messaging and Priority Incident Management; and
- c. PSC shall be available to LAC from 5:00 a.m. to 5:00 p.m., Pacific time, Monday through Friday, except on Esri holidays. In the event that PSC is not available during such time, LAC's telephone calls and e-mails will be routed to a Senior Support Analyst who can assist LAC. PSC will be notified of the Incident. Telephone calls and e-mails during all other times (after hours, weekends, and Esri holidays) will be routed to Senior Support Analysts.

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

- a. Premium Support Incidents reported by LAC will be given priority handling after the initial Premium Support Incident is created and documented;
- b. Software defects affecting Licensee will be a priority for discussion of the User Advocacy Group; and
- c. For identified Software defects that are approved for an out-of-cycle hot fix or patch, PSC shall assist in presenting the hot fix or patch to LAC and verify that the delivered hot fix or patch addresses the reported issue.

9.7 Other Additional Enhanced Support and Services. Esri shall provide additional offerings to Licensee as a part of PSS, which include, but are not limited to, the following:

- a. *Premium Support Website Access.* LAC shall have access to the PSS website. LAC shall have the ability to log and track the status and completion of all identified Premium Support Incidents on this website. LAC may log and view their Incidents and access other PSS-related tools and information through this website.
- b. *System/Environment Profile.* Through the PSS website, Licensee shall have access to an Esri database to enter and maintain data regarding Licensee's equipment, applications, and skill sets associated with Esri technology.
- c. *PSS Software Alert Newsletter.* Esri shall provide to Licensee a news bulletin that discusses key current issues in Software being investigated by Esri.
- d. *Quarterly Teleconference Meeting.* Esri and Licensee shall conduct a quarterly teleconference meeting to discuss Licensee's Premium Support Incidents. Esri shall make available the assigned Account Manager, PSC, Premium Support Manager, and other Esri staff as deemed necessary by Esri.

Details of all PSS offerings can be found at www.esri.com/services/pss/components.html.

9.8 PSS Restrictions and Exclusions

- a. *Excluded Software.* PSS is not available for third-party software. Esri is not responsible for errors attributable to third-party software used in conjunction with or built upon Software.
- b. *English Language.* All communications will be conducted in the English language except by agreement of both parties.
- c. *Acknowledgment.* Licensee acknowledges and agrees that the report of an error or defect of any Software is not a guarantee that it can or will be corrected. At Esri's sole discretion, Software is corrected on a priority basis and is subject to release schedules determined by Esri.
- d. *Hardware Support.* Esri does not provide support for hardware, including but not limited to, graphics cards, monitors, plotters, graphics printers, digitizers, and modems, except to answer questions regarding how standard, supported devices interface with Software.

e. *Exceptions to PSS.* The following are not covered by PSS:

- i) Any problem resulting from Licensee's misuse, improper use, unauthorized modification, or damage of the Software or Licensee's combining or merging the Software with any hardware or software not supplied or identified as compatible by Esri;
- ii) Any problem resulting from third party hardware or software;
- iii) Errors in any version of the Software other than the officially supported version of Software; and
- iv) Any on-site support or implementation services on-site or otherwise, including, but not limited to, those provided by Esri Professional Services or any third party.

ARTICLE 10—CONSULTING SERVICES SUPPORT TERMS AND CONDITIONS

10.1 Consulting Services Support. Should Licensee choose to use Learning and Services Credits for consulting services support, the terms of this Article 10 shall also apply.

10.2 Patents and Inventions

- a. Each party shall retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors (hereinafter called "Inventors") during the term of this Agreement. The parties shall jointly own any Invention(s) made or conceived jointly by Inventors from both parties. With respect to such Inventions of Licensee relating to the Software, Licensee hereby grants and agrees to grant to Esri an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use.
- b. Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.
- c. A joint owner ("Assigning Owner") electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such its rights in such Inventions to the other joint owner ("Beneficial Owner") as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.
- d. Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party which is hereby given to Esri for Inventions relating to the Software and shall otherwise not be unreasonably withheld by either party.

10.3 Ownership. Except as specifically granted in this EAP Agreement, Esri or its licensors own and retain all right, title, and interest in the Work Product.

ARTICLE 11—TRAINING TERMS AND CONDITIONS

11.1 Training. Should Licensee choose to use Learning and Services Credits for training or coaching services, the terms of this Article 11 shall also apply.

11.2 Training Location. Training may be conducted at Licensee's site, at an Esri Learning Center or via the web.

11.3 Course Descriptions. The Esri Software training courses to be conducted, their location, the dates during which the courses are to be conducted, the number of participants, and registration requirements are set forth in the *Esri Training* catalog located on the Esri training website (<http://training.esri.com>). All courses shall be conducted in substantial conformity with the course descriptions outlined on the Esri training website. Esri reserves the right to modify course content when necessary due to Software technical capabilities or limitations. Licensee may utilize coaching services immediately before or immediately following an Esri training course to familiarize Licensee's student with the software or to review and practice course concepts with an instructor's guidance.

11.4 Esri's Responsibilities

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

11.5 Licensee's Responsibilities

- a. Licensee must ensure the protection of Esri's copyrights. Licensee shall not copy or distribute, or permit a third party to copy or distribute, any of Esri's training material(s).
- b. Licensee is not authorized to resell seats to an Esri training event unless explicitly authorized in writing by Esri.
- c. Licensee must ensure that all Students have received confirmation from Esri to participate in an Esri training event. An unregistered Student is not permitted to view or participate in a Virtual Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
- d. Licensee must confirm that all registered Students meet the applicable minimum prerequisites for the applicable training event set forth on Esri's training website.
- e. Licensee must submit registration with a confirmed payment commitment at least seven (7) business days before the training event start date. If Licensee 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.
- f. US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List). To meet these export requirements, Licensee must submit to the Esri Training Event Assistant a list of the names of Students who are to attend any training event. Licensee must submit the list of Student names to Esri at least three (3) business days before the training event start date. Any Student whose name is found on any of the various US Government Denied Persons lists will not be permitted to attend training.
- g. Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export licensing requirements, course scheduling changes, or cancellations.
- h. Licensee must provide written notice to Esri's Customer Service at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of such change(s) prior to the training event start date.
- i. Students may not use audio or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.
- j. Licensee is responsible to ensure that it adheres to the course, facility, and equipment as well as Internet bandwidth and connectivity requirements for Esri Training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- k. Where the Esri Mobile Lab equipment is utilized at Licensee's domestic site, the following terms apply:
 - Upon receipt, Licensee must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant.
 - Licensee must keep the Mobile Lab equipment in a secure, locked area between training event sessions.
 - Licensee must ensure that only registered Students use the Mobile Lab equipment.
 - Licensee is responsible for any and all loss of, damage to, or theft of the Mobile Lab equipment while in Licensee's possession.
 - Licensee warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law.
 - The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Licensee by written notice. Licensee hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
 - Licensee shall make the Mobile Lab equipment available for freight pickup immediately upon conclusion of the Esri training event.

11.6 Cancellation and Rescheduling Policy

Individual Student Seats

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

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

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

If cancellation of a training event is necessary due to Force Majeure as described in Article 12 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.

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

ARTICLE 12—GENERAL PROVISIONS

12.1 Intellectual Property Rights Attribution. Licensee shall retain any copyright, patent, or trademark notices on all items licensed under this EAP Agreement and shall take other necessary steps to protect Esri's or its licensor's intellectual property rights.

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

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

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

12.5 Applicable Laws. This EAP Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without reference to conflict of laws principles.

12.6 Nonsolicitation of Contractor Personnel. Licensee shall not solicit for hire any Esri employee who is associated with efforts called for under this Agreement during the term of this EAP Agreement and for a period of one (1) year thereafter. In the event the foregoing provision is breached, Licensee shall pay Esri liquidated damages for recruiting and training costs equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision.

12.7 Taxes. Services provided are 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 and/or charges become applicable to Esri's services, applications, or data, Licensee shall pay any such applicable tax upon receipt of written notice that such taxes are due.

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

12.9 Assignment and Delegation. Esri may, in whole or in part, assign any of its rights or delegate any performance under this EAP Agreement, provided that Esri shall remain responsible for the performance it delegates. This EAP Agreement binds and benefits successors or assigns permitted under this Section 12.9.

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

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