STATE OF NEBRASKA CONTRACT AWARD

PAGE	ORDER DATE
1 of 4	09/09/13
BUSINESS UNIT	BUYER
9000	NANCY STORANT (AS)

VENDOR NUMBER: 503958

VENDOR ADDRESS:

ESRI INC
380 NEW YORK STREET
REDLANDS CALIFORNIA 92373-8118

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
13598 OC

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

SEPTEMBER 09, 2013 THROUGH SEPTEMBER 08, 2014

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4383 OF

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver ESRI Geographic Information System (GIS) Software Products, Maintenance Services and Training to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/acherrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:
1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>

Nancy Storant ks|Bp 9-16-13
BUYER
9/16/13
MATERIEL ADMINISTRATOR

R43500|NISCR|01 100423

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
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VENDOR NUMBER: 503958

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2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor' s bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor' s bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Invitations to Bid are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska' s opinion, any limitation on the contractor' s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.

State Statute 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked " yes" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:

BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

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13598 OC

a. Documentation from the United States Armed Forces confirming service,
b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

Vendor Contact: Tim Brazeal
Phone: 909-793-2853 ext. 1607
Fax: 909-307-3020
E-Mail: tbrazeal@esri.com

(09/09/2013 ked)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ESRI SOFTWARE AND MAINTENANCE PER MPA # 2013 MPA 6975	219,500.0000	$	1.0000

BUYER INITIALS

R43500|NISCR01 100423

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: http://www.das.state.ne.us/materiel/purchasing/purchasing.htm

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under $25,000 and up to ten (10) pages. **However, two party sealed bids containing facsimile pages are acceptable.** No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:
http:/www.nitc.state.ne.us/standards/accessibility/

Revised: 02/2004

State of Nebraska - INVITATION TO BID
CONTRACT

Date	5/13/13	Page	1 of 3
Solicitation Number	4383 OF		
Opening Date and Time	RETURN MAIL		
Buyer	MICHELLE MUSICK (AS)		

Return to:
State Purchasing Bureau
301 Centennial Mall South, First Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, NE 68509-4847
Telephone: 402-471-2401
Fax: 402-471-2089

DESTINATION OF GOODS
CIO - CHIEF INFORMATION OFFICE
501 S 14TH ST
LINCOLN NE 68508-2711

Contract to supply and deliver ESRI Geographic Information System (GIS) Software Products, Maintentance Services and Training to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: http://www.das.state.ne.us/accounting/forms/achenrol.pdf

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to this Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:
1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid: 1. The signed Invitation to Bid Contract document; as modified; 2. Master Purchase Agreement ~~2006MPA3523~~ 2013MPA6975, attached.

No Bid Respond: ( ) Remove From Class-Item OR ( ) Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: N/A % N/A DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within N/A days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR#		Contact	Tim Brazeal
VENDOR:	Environmental Systems Research Institute, Inc.	Telephone	909-793-2853
Address:	380 New York Street	Facsimile	909-793-5953
	Redlands, CA 92373-8100	Email	tbrazeal@esri.com

State of Nebraska - INVITATION TO BID CONTRACT

Date	5/13/13	Page	2 of 3
Solicitation Number	4383 OF		
Opening Date and Time	RETURN MAIL		
Buyer	MICHELLE MUSICK (AS)		

Return to:
State Purchasing Bureau
301 Centennial Mall South, First Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, NE 68509-4847
Telephone: 402-471-2401
Fax: 402-471-2089

DESTINATION OF GOODS
CIO - CHIEF INFORMATION OFFICE
501 S 14TH ST
LINCOLN NE 68508-2711

2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

(5/13/13 knj)

A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.
http://www.das.state.ne.us/materiel/purchasing/purchasing.html

Bid Tabulations are available on the internet at http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	**ESRI SOFTWARE AND MAINTENANCE** INCLUDE AN MPA PRICE LIST *Pricing is noted on the MPA price list attached to the bid.	1.0000	$		

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: http://www.das.state.ne.us/materiel/purchasing/purchasing.htm

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.
PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.
EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.
FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under $25,000 and up to ten (10) pages. **However, two party sealed bids containing facsimile pages are acceptable.** No direct facsimile solicitation responses will be accepted for a commodity contract.
VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.
DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.
PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.
COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.
LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.
SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.
ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.
SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.
RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.
LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.
BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.
NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.
AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.
BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm
PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.
IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.
NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.
TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.
DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.
GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.
NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: http:/www.nitc.state.ne.us/standards/accessibility/

Revised: 02/2004

STATE OF NEBRASKA

SPECIFICATIONS, TERMS & CONDITIONS TO SUPPLY AND DELIVER ESRI GEOGRAPHIC INFORMATION SYSTEM (GIS) SOFTWARE

Scope
It is the intent of this bid invitation to establish a contract to supply and deliver ESRI Geographic Information System (GIS) Software Products, Maintenance Services and Training to The State of Nebraska OCIO in accordance with the attached specifications and contract conditions.

Non-Compliance Statement
Vendors are cautioned to read this document carefully. To be considered, vendors must submit a complete response to this bid in the format detailed. Any and all exceptions to this specification must be written on or attached to the Invitation to Bid. Non-compliance can void your quotation.

The State of Nebraska reserves the right to reject any and all bids, wholly, or in part, to waive any technicalities, informalities, or irregularities in any bid, and award in a manner deemed in the best interest of the State, unless otherwise specified by the bidder on the bid.

Term of Contract
The contract resulting from this invitation to bid is to be in effect for a period of one (1) year from the date of an award, unless otherwise terminated as provided herein. The contract may be renewed for four (4) additional one (1) year periods when agreeable with the State of Nebraska and the contractor.

Rights
The State of Nebraska reserves the right to waive technicalities and to reject any or all bids.

Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations".

Termination
The contract may be terminated at any time upon the mutual consent of the parties, or by either party, with or without cause, upon 30 days written notice to the other party.

Breach of Contract
The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said

notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

Quality

A guarantee of satisfactory performance of the product and by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. Failure to conform to these specifications constitutes a breach of this contract, and the State of Nebraska may reject the entire order or any part thereof and recover damages of such breach, provided the State exercises its rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the product, unless the change is due to the defect in the product.

Price

Prices quoted shall be unit price and be firm for 120 days from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. destination as specified. No additional charges will be allowed for packing, handling, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from the mill / manufacturer). Further documentation may be required by the State, to authenticate the increase (such as mill / manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract.

No price increases are to be billed to any State Agencies without *prior* written approval by the State Purchasing Bureau.

Delivery

The main form of delivery will be via download of software from the official web site of the successful bidder. Deliveries can also be made to the State CIO – Chief Information Office, 501 South 14th Street (14th and K Streets), Lincoln, Nebraska. Dock hours are 8:00AM – 12:00 noon and 1:00PM- 4:00PM, Monday through Friday (excluding State holidays and/or as otherwise directed). The type of delivery desired will be requested at time of order.

Orders/Invoices

Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order. An itemized invoice including the ordering agency name and individual, purchase order number, product description, unit cost, extension and total charges will be mailed to the bill to address on the purchase order. Discrepancies on invoices will be corrected to the State's satisfaction within fifteen (15) days.

Substitutions

Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.

Amendment 1
Master Purchase Agreement
No. 2013MPA6975

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

This Amendment 1 is entered into by and between Environmental Systems Research Institute, Inc. ("Esri") and the State of Nebraska ("State").

WHEREAS, Esri and State entered into Master Purchase Agreement 2013MPA6975, which replaces the Master Purchase Agreement 2006MPA3523; and

WHEREAS, the parties desire to amend the Master Purchase Agreement to update terms and conditions.

NOW THEREFORE, the parties agree to the following:

1. Page 2 of 3 of the State of Nebraska Invitation to Bid Contract, paragraph three is deleted and replaced with the following:

   It is understood by the parties that any limitation on the contractor's liability in contractor's documents only apply to the extent permitted by law. In the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3.

Accepted and Agreed:

STATE OF NEBRASKA
(State)

Signature: _____

Printed Name: Bo Botelho

Title: Materiel Administrator

Date: 9/19/13

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Esri)

Signature: _____

Printed Name: Chris Johnson

Title: Manager, Commercial & Government Contracts

Date: 8/27/13

2013MPA6975
MASTER PURCHASE AGREEMENT
(E111 11/2006)

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

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

This Agreement is comprised of the following documents:

1. Master Purchase Agreement signature page, E111 11/2006
2. State and Local MPA Terms and Conditions, E500M 1/05
3. General License Terms and Conditions, E204M 04/26/2013 (2013MLA6975)
4. Esri Exhibit 1, Scope of Use, E300 04/26/2013
5. Esri Client Site Training Terms and Conditions, E207 12/06/12
6. Esri MPA Price List, E413 04/04/2013

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

This Agreement consolidates, updates and replaces Master Purchase Agreement Contract No. 2006MPA3523 and constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

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

STATE OF NEBRASKA
(Licensee)

By: _____
Authorized Signature

Printed Name: Bo Botelho

Title: Materiel Administrator

Date: 7/16/13

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

Printed Name: Chris Johnson
Manager, Commercial & Government Contracts

Title: _____

Date: 8/27/13

Licensee Contact Information

Contact: Nancy Storant

Address: 301 Centennial Mall South

City, State, ZIP: Lincoln, NE 68508

Telephone: 402-471-0974

Fax: 402-471-2089

E-mail: nancy.storant@nebraska.gov

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

ESRI MPA TERMS AND CONDITIONS
(State and Local)

ARTICLE 1—DEFINITIONS

As used herein, the following words, phrases, or terms in this Master Purchase Agreement ("Agreement") shall have the following meanings:

"Authorized Entity" means a political subdivision of the governmental body authorized by the contracting governmental body to order and acquire Software, Data, Documentation, products, or services through this Agreement.
"Licensee" means the governmental body that has signed this Agreement or an Authorized Entity that places orders pursuant to this Agreement.
"License Agreement" means the General License Terms and Conditions (E200) and the Exhibit 1, Scope of Use (E300).

ARTICLE 2—TERM OF AGREEMENT

The Licensee's right to purchase under this Agreement shall remain in effect for two (2) years from the effective date unless terminated earlier as prescribed in Article 5—Termination; Cancellation. At the end of the initial and any succeeding term, the parties may negotiate a new term based on mutual agreement. ESRI may update the pricing no more than once per year and said increase may not be more than eight and one-half percent (8.5%). The term of any Software or Data licenses ordered through this Agreement shall be as stated in the License Agreement. ESRI, may elect to not renew the Agreement should total orders for licenses, training, consulting, or custom application development not exceed fifty thousand dollars ($50,000.00) per year or one hundred thousand dollars ($100,000.00) per any two (2)-year period.

ARTICLE 3—PRODUCT OFFERINGS

ESRI may, at its sole discretion, discontinue offering any Software, Data, other product, or service included in this Agreement at any time upon reasonable written notice. Licensee may continue to use Software or Data via perpetual license, for those items not requiring an annual fee, should a discontinuation, cancellation or termination of this Agreement take place.

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

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

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

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination

This Agreement may be terminated by either party upon forty-five (45) days' written notice. Should the notice specify termination for cause, the recipient of the notice shall have fifteen (15) days in which to correct or cure any default or defect in performance. On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. After termination, Licensee shall no longer be permitted to place orders under this Agreement. ESRI, at its sole election, may terminate the right of any

Authorized Entity to participate in this Agreement in accordance with this provision without terminating the Agreement with respect to the governmental body or any other Authorized Entity.

5.2 Cancellation
Purchase orders, other than for the initial purchase, may be canceled by the Licensee in whole or in part, upon forty-five (45) days' written notice to ESRI There will be no cancellation charge for canceled Software unless the Software has been delivered. If the Software has been shipped, the cancellation will require Licensee payment of return shipping costs.

5.3 Deficiency Action
Without prejudice to any other right or remedy available to either party, either party may terminate this Agreement provided the other party is given fifteen (15) days prior notice to cure a deficiency including but not limited to the following:

a. If Licensee fails to pay any license fees to ESRI in accordance with the requirements of this Agreement; or
b If Licensee distributes ESRI Software, Data, and Documentation to any person or entity other than a Licensee; or
c. If Licensee discloses any trade secret technology and other information proprietary to ESRI in breach of this Agreement.

5.4 License Survival
Upon voluntary termination of this Agreement for the convenience of Licensee or expiration of this Agreement, Licensee may continue to retain and use such licensed ESRI Software, Data, and Documentation in accordance with the General License Terms and Conditions; Exhibit 1, Scope of Use; and any other license terms contained herein. Licensee may then directly and separately contract for Software updates, maintenance, and/or technical support service.

ARTICLE 6—NONAPPROPRIATION OF FUNDS; LIMITATION

6.1 Funding
Licensee may terminate this Agreement, in whole or in part, in the event funding is no longer available. Licensee's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for this Agreement. Should said funds not be appropriated, Licensee may terminate this Agreement with respect to those payments for the fiscal years for which such funds are not appropriated. Licensee will give ESRI written notice thirty (30) days prior to the effective date of any termination. All obligations of Licensee to make payments after the termination date will cease. ESRI shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall ESRI be paid for a loss of anticipated profit.

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

ARTICLE 7—ORDERS

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

7.2 Purchase Order Requirements
All purchase orders shall reference and be subject to the terms and conditions of this Agreement.

The following information/statements shall also be included in each purchase order.

a. Name or identification of Licensee, place of delivery, and the end user name and contact information
b. Purchase order number
c. Date delivery is requested (minimum thirty [30] days after ESRI receipt of order)
d. Primary site for maintenance if primary maintenance is *not* ordered
e. Quantity, description, and unit price
f. On the face of the purchase order, print the following statement: "Subject to Master Purchase Agreement No.~~2004MPA3523~~."
   2006MPA3523 gb

7.3 Additional Quotes
Licensee may request a quote for any new or unlisted Software/services and issue a purchase order under this Agreement, provided ESRI may require additional license terms for use of the new or unlisted Software.

7.4 Authorized Entity
An Authorized Entity may order or acquire Software, Data, Documentation, services, updates, maintenance, or support under and subject to the terms and conditions of this Agreement.

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

ARTICLE 8—ESRI AUTHORIZED RESELLER ORDERS

Licensee may purchase ESRI Software from an authorized ESRI reseller under the terms of this Agreement. To implement this approach, the following requirements must be satisfied:

- The quotation for ESRI Software and the selection of the ESRI reseller must comply with all applicable State and local public procurement laws and regulations;
- The ESRI reseller must be a member of the ESRI Business Partner Program in good standing at the time the order is placed with ESRI and be authorized to provide the Software ordered as defined at ESRI Web site http://gis.esri.com/partners/index.html. Select "Resellers" to view the authorized resellers and the Software they are authorized to provide; and
- The Licensee purchase order forwarded by the reseller to ESRI must list the information requested in Article 7.2, the ESRI reseller name, and the Software MPA pricing [needed because the reseller must use the MPA pricing under the MPA. If the reseller does not use the MPA pricing, then it can't use the MPA.].

ESRI will deliver the ESRI Software directly to the Licensee, invoice, and receive payment for any such order. If ESRI does not accept the order, the Licensee may enter into a direct transaction with the ESRI reseller, and the order will not be processed under this MPA.

Upon request, the ESRI regional office will provide the Licensee with a list of authorized ESRI resellers in good standing that do business in the State.

ARTICLE 9—PRICING

ESRI will provide Software, Data, Documentation, maintenance, and support specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated ESRI Price List are exclusive of shipping and installation The pricing for consulting and training services are subject to annual escalations beginning in January of each year, not to exceed seven and one-half percent (7.5%) per year . After the initial term of this Agreement, the prices for Software, Data, Documentation, maintenance, and updates may be escalated annually during any extension to the term of this Agreement.

9.1 Software, Maintenance, and Support
ESRI will provide technical support and maintenance services as specified by the Support Services policies described under "Support" ("Support Services Brochure") on the ESRI Web site home page at www.esri.com. If the Licensee objects to changes in technical support and maintenance terms, the Licensee may at its discretion terminate this Agreement without penalty or negotiate for a reduction in cost of support and maintenance in relation to reduction in service.

9.2 Custom Software and Application Services
ESRI Services are available on a time and materials or firm fixed price basis via a signed task order, but only if this Agreement expressly incorporates the Custom Software, Technical Data, and Assistance License Addendum (E600), including the current Time and Materials Rate Schedule (J-7264-a/BD). The E600 Addendum and the J-7264-a/BD Rate Schedule together comprise the applicable terms, staffing, and hourly labor rates (hourly rates applicable only for time and materials projects) for any such work to be performed under this Agreement. Labor rates are subject to annual escalation not to exceed seven and one-half percent (7.5%) per year in January of each year. The scope of work and any additional terms are subject to mutual agreement in the task order. Information and arrangements regarding Custom Software and Application Services are available from the Implementation Services Program Manager, Craig Morgan, at 909-793-2853, ext. 1546.

9.4 Training Services
Training will be provided in accordance with the policies defined under "Education and Training" at www.esri.com and the ESRI Client Site Training Terms and Conditions (E207) incorporated herein. Training prices are subject to annual escalation, not-to-exceed seven and one half percent (7.5%) in January of each year.

9.5 Certification
ESRI offers to Licensee fair and reasonable pricing consistent with the pricing offered to similarly situated clients under similar terms and conditions for similar quantities. However, for strategic reasons, or as part of a special program (e.g., educational pricing), some clients may receive more favorable pricing for certain products or services on occasion. ESRI also represents and warrants that all prices set forth in this Agreement and all prices in addition which ESRI may charge under the terms of this Agreement do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. ESRI agrees to hold Licensee harmless from any such violation.

ARTICLE 10—TERMS OF COMPENSATION AND ACCEPTANCE

10.1 Terms of Compensation
Software and Datawill be invoiced one-hundred percent (100%) upon shipment.

10.2 Acceptance and Payment
Software installation and training services, as applicable, will be invoiced upon completion. When ESRI installation is ordered, acceptance occurs upon completion of ESRI Software installation and testing, unless rejected in writing

Licensee agrees to pay each invoice in full within forty-five (45) days of receipt of a valid invoice.

Unless rejected in writing, acceptance of any shipment of ESRI Software, Data, and Documentation shall be presumed to have occurred fifteen (15) days after receipt by Licensee.

ESRI may reject any purchase order if Licensee fails or refuses to pay any license or service fee due.

ARTICLE 11—GENERAL PROVISIONS

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

Licensee Contact:	ESRI Contact:
See signature page (E111)	Contracts Manager ESRI 380 New York Street Redlands, CA 92373-8100 Phone: 909-793-2853 Fax: 909-307-3020

11.2 Shipping and Handling

- Standard shipping is by two (2)-day air via UPS or equivalent carrier.
- Expedited express delivery for Software can be arranged.

11.3 Maintenance
Generally, maintenance is offered on an annual basis. Upon expiration of the initial complimentary maintenance year, or any subsequent maintenance term, Licensee may issue a purchase order under this Agreement for renewal of maintenance at the terms and pricing then in effect. Upon acceptance of an ESRI quotation, the purchase order shall be issued in advance or not later than concurrent with the present maintenance term. Should there be a lapse in maintenance coverage, and at some later

date the Licensee chooses to reinstate maintenance, Licensee shall pay maintenance fees for the lapsed period, not to exceed a maximum of two (2) prior years, plus one (1) year's maintenance fees in advance

11.4 Nondiscrimination
The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). ESRI guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. ESRI shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

11.5 Drug Policy
ESRI certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity ESRI agrees to provide a copy of its drug free workplace policy at any time upon request by the Licensee.

11.6 Permits, Regulations, Laws
ESRI shall procure and pay for all permits, licenses and approvals necessary for the execution of this Agreement. ESRI shall comply with all laws, ordinances, rules, orders and regulations related to the performance of this Agreement.

11.7 Independent Contractor
It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. ESRI represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. ESRI's employees and other persons engaged in work or services required by ESRI under this agreement shall have no contractual relationship with the State and they shall not be considered employees of Licensee.

11.9 Advertising
ESRI agrees not to refer to the contract in commercial advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the Licensee. News releases pertaining to this Agreement shall not be issued without prior written authorization of Licensee.

11.10 Force Majeure
Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to a natural disaster or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this Agreement which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this Agreement.

11.11 Audit Requirements
All ESRI books, records and documents relating to work performed or monies received under this Agreement shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Licensee. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles. In addition to, and in no way in limitation of, any obligation in this Agreement, ESRI agrees that it will be held liable for any Licensee audit exceptions, and shall return to Licensee all payments made under this Agreement for which an exception has been taken or which has been disallowed because of such an exception. ESRI agrees to correct immediately any material weakness or condition reported to the Licensee in the course of an audit.

11.12 Taxes
Licensee is not required to pay taxes of any kind and assumes no liability as a result of this Agreement. Any property tax payable on ESRI's equipment which may be installed in a Licensee-owned facility is the responsibility of ESRI.

11.13 Nebraska Technology Access Standards
ESRI agrees to ensure compliance with current Nebraska Access Technology Standards ("Standards"). The intent is to ensure that all newly procured information technology equipment, software and services can accommodate individuals with

disabilities. Information technology products, systems and services including data, voice and video technologies, as well as information disseminating methods, will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at website http://www.nitc.state.ne.us/standards/accessibility/ and hereby incorporated by reference. Licensee agrees that the Software, Data, and Deliverables are not subject to compliance with these Standards because the Software, Data and Deliverables meet the exception set forth in Section 5 (b) of the Standards.

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

LICENSE AGREEMENT
(E204M 04/26/2013)

This License Agreement is between you (**"Licensee"**) and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

GENERAL LICENSE TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

a. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
b. "Beta" means any alpha, beta, or prerelease Product.
c. "Commercial Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.
d. "Content" has the meaning provided in Addendum 3.
e. "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, whether bundled with Software and Online Services or delivered independently.
f. "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.
g. "Documentation" means all user reference documentation that is delivered with the Software.
h. "Internal Use" shall mean use by any Agency, Board or Commission of the State of Nebraska as well as any political subdivision of the State of Nebraska for the State of Nebraska.
h. "Online Services" means any Internet-based geospatial system, including applications and associated APIs, but excluding Data or Content, hosted by Esri or its licensors, for storing, managing, publishing, and using maps, data, and other information.
i. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
j. "Perpetual License" means a license to use a version of a Product for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.
k. "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this License Agreement.
l. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
m. "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the Online Services being consumed. As Online Services are consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available. Additional Service Credits can be purchased as described in Addendum 3 (also available at http://www.esri.com/legal).
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EXHIBIT 1
SCOPE OF USE
(E300 04/26/2013)

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(E300-1)

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- 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)
- 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)

Server Products

- ArcGIS for Server
  - 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)
  - Cloud Bundle (10; Addendum 3—Common Terms)
- ArcGIS for Server Extensions
  - ArcGIS for INSPIRE (Addendum 2, Note 1)
- Esri Business Analyst Server
  - 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)

Developer Tools

- ArcGIS Runtime SDK for iOS, Windows Phone, Windows Mobile, Mac OS X, or Android (16; Addendum 2, Note 1)
- ArcGIS Runtime SDK for WPF, Java, or Qt (16; 19; Addendum 2, Note 1)
- ArcGIS Runtime for WPF or Java (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, ArcGIS API for WPF) (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)

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    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.
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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 (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. The terms of this agreement may only be modified by mutual agreement of both parties. 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:

▪ 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) ▪ NAVTEQ Traffic Data (11; Addendum 1, Note 1) ▪ Data Appliance for ArcGIS (3)	▪ 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) ▪ MapStudio Data (9)

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. Licensee may provide third parties with access to ArcGIS Online Data through Licensee's Value-Added Application(s), subject to Addendum 3.

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

   a. NAVTEQ 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-mapsvcs.pdf.

e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
f. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
g. D&B Data: May not be used for direct mailing or direct marketing purposes.

2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics:* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but is not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:

   a. NAVTEQ data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html. NAVTEQ 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. NAVTEQ 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. NAVTEQ 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. NAVTEQ 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—NAVTEQ 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. NAVTEQ 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. NAVTEQ 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. NAVTEQ 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. NAVTEQ traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
    f. NAVTEQ 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 NAVTEQ 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 (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. The terms of this agreement may only be modified by mutual agreement of both parties. 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

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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.

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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.

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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

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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.

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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):

▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6) ▪ 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)	▪ 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) ▪ Redistricting Online (Addendum 2, Note 1) ▪ MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)

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) using:

      i. ArcGIS Online Development Tools and Services enabled through Licensee's ArcGIS Online Plan account for Licensee's internal use; or
      ii. 3rd Party development tools but only in conjunction with a paid Esri Online Services account.

   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, Organization, and 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, Education Plan accounts, and NPO/NGO use of ArcGIS Online Organization 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, Organization, or 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 Organization, Education, NGO/NPO, or ELA Plans.

f. 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.

g. The terms "Online ELA account," "Organization Plan account," "Developer Plan account," "Public 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).

TRAINING TERMS AND CONDITIONS

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

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

RECITALS

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

ARTICLE 1—TRAINING DESCRIPTION

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

ARTICLE 2—ESRI'S RESPONSIBILITIES

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

ARTICLE 3—CLIENT'S RESPONSIBILITIES

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

- Client is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export regulation requirements, course scheduling changes, or cancellations.
- Client must provide written notice to Esri's Customer Service department at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the training event start date.
- Client must complete and submit an Esri Client Site Training Request Form as well as ensure that it adheres to the course, facility, equipment, and Internet bandwidth and connectivity requirements for Esri Training as found at http://training.esri.com/gateway/index.cfm?fa=classroom.requirements.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.
- If the Esri Mobile Lab equipment is utilized at Client's domestic site, then the following terms will apply:

  - Upon receipt, Client must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant.
  - Client must keep the Mobile Lab equipment in a secure, locked area between training event sessions.
  - Client must ensure that only registered Students use the Mobile Lab equipment.
  - Client is responsible for any and all loss of, damage to, or theft of the Mobile Lab equipment while in Client's possession.
  - Client warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law.
  - The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
  - Client shall make the Mobile Lab equipment available for freight pickup immediately on conclusion of the Esri course(s).

ARTICLE 4—UNIQUE CLIENT COACHING PRIVACY TERMS

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

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

ARTICLE 5—SOFTWARE LICENSES

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

ARTICLE 6—CANCELLATION AND RESCHEDULING POLICY

6.1 Individual Student Seats

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. Should a Student substitution occur without three (3) business days' notification, a transfer fee may be assessed.

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

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

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

6.3 If cancellation of a training event is necessary due to Force Majeure, 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.

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

ARTICLE 7—PAYMENT

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

If payment is made in the form of a purchase order, Esri shall invoice Client upon completion of each training course or immediately upon receipt of purchase order, as mutually agreed upon with the Client. Client shall make payment no later than forty-five (45) days after receipt of invoice.

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

ARTICLE 8—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

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

ARTICLE 9—WARRANTY

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

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

ARTICLE 10—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

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

ARTICLE 11—EXPORT CONTROL REGULATIONS

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

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

ESRI MPA PRICE LIST
(E417 04/04/2013)

General Information and Disclaimers

1. The following Software items and related products are offered to Licensee and its qualified agencies for use only within the United States of America and its possessions and territories.

2. The listed prices are exclusive of shipping, handling, and any applicable taxes. Delivery terms are FOB Redlands, California. Shipping and handling will be prepaid and charged back, that is, included in the invoice as a separate item. If desired, shipping and handling charges can be quoted to the customer prior to the placement of the order. Your Esri sales representative can provide a specific quote including applicable shipping and handling charges.

3. Eligible customers may at any time request a specific quote based on this contract from an Esri sales representative. When selecting items from this contract without assistance from an Esri sales representative, be aware of the following general rules:

   (a) Volume pricing applies on a per-order and per-item basis unless otherwise indicated. The listed prices must be multiplied by the order quantity to determine the total price for any given order.
   (b) Some products have prerequisites and interdependencies so that one may not be purchased, or may not be functional, without prior or simultaneous purchase of another product. For example, Software upgrades can only be licensed by customers who have already acquired the corresponding earlier version of the Software, and extension Software is only functional in combination with the corresponding core Software. If you have questions regarding your configuration, please contact your Esri representative for additional information.
   (c) System requirements and platform support vary from item to item. If in doubt whether your system will support a desired item, please contact your Esri sales representative for additional information.
   (d) Some items are not offered to all potential customers. For example, certain Software upgrades are only offered to customers who have acquired the most recent versions of the Software, and local government licenses are only offered to local government customers.
   (e) Customer must provide adequate facilities for client site training. Certain other restrictions apply. See the Learning Center On-Site training information at Esri's website (http://training.esri.com/gateway/index.cfm?fa=trainingOptions.clientSite) for details.
   (f) Esri site training requires a completed registration application form from each student, which is processed on a first-come, first-served basis. We recommend that you submit this registration information at least one (1) month prior to the start date of your class. See the Learning Center registration information at Esri's website (http://training.esri.com/gateway/index.cfm?fa=support.howtoregister_ilt) for details.
   (g) Training will be provided in accordance with the policies defined under Training at www.esri.com. Training prices are subject to annual escalation, not to exceed a seven and one-half percent (7.5%) increase in January of each year.

4. Support services are defined at Esri's website (www.esri.com) within the user support section. Particular attention should be paid to the fact that some Esri Software comes with complimentary maintenance for the first year and other Software features different support plans.

5. New Software releases for most Software products are provided exclusively through maintenance programs. In these cases, Software upgrades are not sold separately.

STATE OF NEBRASKA
MPA Price List E417—2Q13

Section	Description	Price
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 (primary 1st, 11th, 21st, 31st...)	$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License (secondary 2–10, 12–20...)	$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 Extensions for Desktop 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 Extensions for Desktop 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 Extensions for Desktop Advanced 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 Extensions for Desktop 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 Extensions for Desktop Advanced 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
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	**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 Extensions for Engine 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 Extensions for Engine 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 Extensions for Engine 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
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 Extensions for Server 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
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	$625.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four	$2,500.00

	cores)	
	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
5	**ArcGIS Extensions for Server 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
	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
5	**ArcGIS Extensions for Server 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

	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
5	**ArcGIS Extensions for Server Workgroup 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
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for Image Extension for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	$1,250.00
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 Extensions for Server Enterprise Staging Server**	
5	**ArcGIS Extensions for Server Enterprise Advanced 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

	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
5	**ArcGIS Extensions for Server Enterprise Standard 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
	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
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
5	**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
5	**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
5	**ArcGIS Extensions for Server Enterprise 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 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
5	**ArcGIS Extensions for Server Workgroup 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 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
6	**Esri Tracking Server**	
	Esri Tracking Server (up to two cores)	$9,672.00
	Esri Tracking Server (additional cores)	$4,836.00
	Annual Maintenance for Esri Tracking Server (up to two cores)	$2,500.00
	Annual Maintenance for Esri Tracking Server (additional cores)	$1,250.00
6	**Esri Tracking Server Staging Server**	
	Esri Tracking Server Staging Server (up to two cores)	$4,836.00
	Esri Tracking Server Staging Server (additional cores)	$2,418.00
	Annual Maintenance for Esri Tracking Server Staging Server (up to two cores)	$1,250.00
	Annual Maintenance for Esri Tracking Server Staging Server (additional cores)	$625.00
8	**Location Analytics**	
8	**Esri Business Analyst for Desktop—Single Use Licenses**	
	Esri Business Analyst for Desktop Basic National Single Use License	$16,646.00
	Esri Business Analyst for Desktop Basic Regional Single Use License	$12,146.00
	Esri Business Analyst for Desktop Basic State Single Use License	$7,646.00
8	**Esri Business Analyst for Desktop—Concurrent Use Licenses**	
	Esri Business Analyst for Desktop Basic National Concurrent Use License	$16,646.00

	Esri Business Analyst for Desktop Basic Regional Concurrent Use License	$12,146.00
	Esri Business Analyst for Desktop Basic State Concurrent Use License	$7,646.00
	Annual Maintenance for Esri Business Analyst for Desktop Basic National License	$14,795.00
	Annual Maintenance for Esri Business Analyst for Desktop Basic Regional License	$10,795.00
	Annual Maintenance for Esri Business Analyst for Desktop Basic State License	$6,795.00
8	**Esri Business Analyst for Desktop Standard—Concurrent Use Licenses**	
	Esri Business Analyst for Desktop Standard National Concurrent Use License	$36,896.00
	Esri Business Analyst for Desktop Standard Regional Concurrent Use License	$26,541.00
	Esri Business Analyst for Desktop Standard State Concurrent Use License	$16,565.00
8	**Esri Business Analyst for Desktop Standard—Single Use Licenses**	
	Esri Business Analyst for Desktop Standard National Single Use License	$36,896.00
	Esri Business Analyst for Desktop Standard Regional Single Use License	$26,541.00
	Esri Business Analyst for Desktop Standard State Single Use License	$16,565.00
8	**Annual Maintenance for Esri Business Analyst for Desktop Standard—Concurrent Use and Single Use Licenses**	
	Annual Maintenance for Esri Business Analyst for Desktop Standard National License	$32,795.00
	Annual Maintenance for Esri Business Analyst for Desktop Standard Regional License	$23,590.00
	Annual Maintenance for Esri Business Analyst for Desktop Standard State License	$14,720.00
8	**Esri Business Analyst Desktop Canadian Edition**	
	Esri Business Analyst Desktop Basic Canadian Edition Standard Dataset National Single Use License	$29,565.00
	Esri Business Analyst Desktop Basic Canadian Edition Standard Dataset National Concurrent Use License	$29,565.00
	Esri Business Analyst Desktop Basic Canadian Edition Enhanced Dataset National Single Use License	$44,955.00
	Esri Business Analyst Desktop Basic Canadian Edition Enhanced Dataset National Concurrent Use License	$44,955.00
	Annual Maintenance for Esri Business Analyst Desktop Basic Canadian Edition Standard Dataset National License	$26,280.00
	Annual Maintenance for Esri Business Analyst Desktop Basic 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
8	**Esri Business Analyst Online**	
	Esri Business Analyst Online Basic—Single-User Subscription	$896.00

	Esri Business Analyst Online Basic—3-User Subscription	$1,371.00
	Esri Business Analyst Online Basic—5-User Subscription	$1,829.00
	Esri Business Analyst Online Basic—10-User Subscription	$2,746.00
	Esri Business Analyst Online Standard—Single-User Subscription	$2,246.00
	Esri Business Analyst Online Standard—3-User Subscription	$3,479.00
	Esri Business Analyst Online Standard—5-User Subscription	$4,580.00
	Esri Business Analyst Online Standard—10-User Subscription	$6,872.00
	Esri Business Analyst Online Standard Plus—Single-User Subscription	$3,596.00
	Esri Business Analyst Online Standard Plus—3-User Subscription	$5,496.00
	Esri Business Analyst Online Standard Plus—5-User Subscription	$7,330.00
	Esri Business Analyst Online Standard Plus—10-User Subscription	$10,997.00
8	**Esri Business Analyst Online API**	
	Esri Business Analyst Online API Basic Subscription	$896.00
	Esri Business Analyst Online API Standard Subscription	$2,246.00
	Esri Business Analyst Online API Standard Plus Subscription	$3,596.00
8	**Esri Community Analyst**	
	Esri Community Analyst Basic—Single-User Subscription	$896.00
	Esri Community Analyst Basic—3-User Subscription	$1,371.00
	Esri Community Analyst Basic—5-User Subscription	$1,829.00
	Esri Community Analyst Basic—10-User Subscription	$2,746.00
	Esri Community Analyst Standard—Single-User Subscription	$2,246.00
	Esri Community Analyst Standard—3-User Subscription	$3,479.00
	Esri Community Analyst Standard—5-User Subscription	$4,580.00
	Esri Community Analyst Standard—10-User Subscription	$6,872.00
	Esri Community Analyst Standard Plus—Single-User Subscription	$3,596.00
	Esri Community Analyst Standard Plus—3-User Subscription	$5,496.00
	Esri Community Analyst Standard Plus—5-User Subscription	$7,330.00
	Esri Community Analyst Standard Plus—10-User Subscription	$10,997.00
8	**Esri Community Analyst API**	
	Esri Community Analyst API Basic Subscription	$896.00
	Esri Community Analyst API Standard Subscription	$2,246.00
	Esri Community Analyst API Standard Plus Subscription	$3,596.00
8	**Esri Maps for IBM Cognos**	
	Esri Maps for IBM Cognos 25-User License	$18,000.00
	Esri Maps for IBM Cognos 50-User License	$27,000.00
	Esri Maps for IBM Cognos 100-User License	$50,850.00
	Esri Maps for IBM Cognos 250-User License	$86,625.00
	Esri Maps for IBM Cognos 500-User License	$128,250.00
	Esri Maps for IBM Cognos 1,000-User License	$202,500.00
	Esri Maps for IBM Cognos 2,500-User License	$371,250.00
	Esri Maps for IBM Cognos 5,000-User License	$540,000.00
	Annual Maintenance for Esri Maps for IBM Cognos 25-User License	$5,000.00
	Annual Maintenance for Esri Maps for IBM Cognos 50-User License	$7,500.00
	Annual Maintenance for Esri Maps for IBM Cognos 100-User License	$14,125.00
	Annual Maintenance for Esri Maps for IBM Cognos 250-User License	$24,063.00
	Annual Maintenance for Esri Maps for IBM Cognos 500-User License	$35,625.00
	Annual Maintenance for Esri Maps for IBM Cognos 1,000-User License	$56,250.00
	Annual Maintenance for Esri Maps for IBM Cognos 2,500-User License	$103,125.00
	Annual Maintenance for Esri Maps for IBM Cognos 5,000-User License	$150,000.00
8	**Esri Maps for IBM Cognos Additional User Packs**	

	Esri Maps for IBM Cognos 25-User License—Additional 10 Pack	$7,200.00
	Esri Maps for IBM Cognos 50-User License—Additional 10 Pack	$5,400.00
	Esri Maps for IBM Cognos 100-User License—Additional 10 Pack	$5,085.00
	Esri Maps for IBM Cognos 250-User License—Additional 10 Pack	$3,465.00
	Esri Maps for IBM Cognos 500-User License—Additional 10 Pack	$2,565.00
	Esri Maps for IBM Cognos 500-User License—Additional 100 Pack	$25,650.00
	Esri Maps for IBM Cognos 1,000-User License—Additional 100 Pack	$20,250.00
	Esri Maps for IBM Cognos 2,500-User License—Additional 100 Pack	$14,850.00
	Esri Maps for IBM Cognos 5,000-User License—Additional 100 Pack	$10,800.00
8	**Esri Maps for IBM Cognos Additional User Packs Annual Maintenance**	
	Annual Maintenance for Esri Maps for IBM Cognos 25-User License—Additional 10 Pack	$2,000.00
	Annual Maintenance for Esri Maps for IBM Cognos 50-User License—Additional 10 Pack	$1,500.00
	Annual Maintenance for Esri Maps for IBM Cognos 100-User License—Additional 10 Pack	$1,413.00
	Annual Maintenance for Esri Maps for IBM Cognos 250-User License—Additional 10 Pack	$963.00
	Annual Maintenance for Esri Maps for IBM Cognos 500-User License—Additional 10 Pack	$713.00
	Annual Maintenance for Esri Maps for IBM Cognos 500-User License—Additional 100 Pack	$7,125.00
	Annual Maintenance for Esri Maps for IBM Cognos 1,000-User License—Additional 100 Pack	$5,625.00
	Annual Maintenance for Esri Maps for IBM Cognos 2,500-User License—Additional 100 Pack	$4,125.00
	Annual Maintenance for Esri Maps for IBM Cognos 5,000-User License—Additional 100 Pack	$3,000.00
9	**ArcGIS for Transportation Analytics**	
9	**ArcGIS for Transportation Analytics with North America Datasets**	
	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 US and Canada Datasets**	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	$62,868.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	$77,376.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	$178,932.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	$343,356.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	$667,368.00
9	**ArcGIS for Transportation Analytics—Additional 50-pack Assets Licenses**	
	ArcGIS for Transportation Analytics—Level 1 Additional 50 Assets	$6,287.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50 Assets	$3,869.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50 Assets	$3,579.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50 Assets	$3,434.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50 Assets	$3,337.00
9	**ArcGIS for Transportation Analytics with Esri Navigator Add-on**	
	ArcGIS for Transportation Analytics with Esri Navigator—Level 1 Additional 50 Assets	$2,902.00
	ArcGIS for Transportation Analytics with Esri Navigator—Level 2 Additional 50 Assets	$2,660.00
	ArcGIS for Transportation Analytics with Esri Navigator—Level 3 Additional 50 Assets	$2,418.00
	ArcGIS for Transportation Analytics with Esri Navigator—Level 4 Additional 50 Assets	$2,176.00
	ArcGIS for Transportation Analytics with Esri Navigator—Level 5 Additional 50 Assets	$1,934.00
9	**ArcGIS for Transportation Analytics with Real-Time Traffic Add-on**	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50 Assets	$1,548.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50 Assets	$1,451.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50 Assets	$1,306.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50 Assets	$1,161.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50 Assets	$1,016.00

11	**Address Coder**	
	Address Coder Standard National (per user license)	$8,100.00
	Address Coder Standard Regional (per user license)	$5,850.00
	Address Coder Standard State (per user license)	$3,240.00
	Annual Maintenance for Address Coder Standard National (per user license)	$7,200.00
	Annual Maintenance for Address Coder Standard Regional (per user license)	$5,200.00
	Annual Maintenance for Address Coder Standard State (per user license)	$2,880.00
	Address Coder Premium National (per user license)	$13,500.00
	Address Coder Premium Regional (per user license)	$9,450.00
	Address Coder Premium State (per user license)	$5,400.00
	Annual Maintenance for Address Coder Premium National (per user license)	$12,000.00
	Annual Maintenance for Address Coder Premium Regional (per user license)	$8,400.00
	Annual Maintenance for Address Coder Premium State (per user license)	$4,800.00
	Tapestry Add-on National (per user license)	$8,640.00
	Tapestry Add-on Regional (per user license)	$5,184.00
	Tapestry Add-on State (per user license)	$3,456.00
	Annual Maintenance for Tapestry Add-on National (per user license)	$7,680.00
	Annual Maintenance for Tapestry Add-on Regional (per user license)	$4,608.00
	Annual Maintenance for Tapestry Add-on State (per user license)	$3,072.00
12	**Other Software**	
12	**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
12	**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
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 Windows Mobile**	
13	**StreetMap for Windows Mobile 5-Pack Bundles**	

	StreetMap for Windows Mobile for ArcGIS for Desktop NAVTEQ North America Street Data 5-Pack Single Use Term License	$400.00
	StreetMap for Windows Mobile for ArcGIS for Desktop NAVTEQ Europe Street Data 5-Pack Single Use Term License	$600.00
	StreetMap for Windows Mobile for ArcGIS for Server Workgroup Advanced NAVTEQ North America Street Data 5-Pack Term License	$400.00
	StreetMap for Windows Mobile for ArcGIS for Server Workgroup Advanced NAVTEQ Europe Street Data 5-Pack Term License	$600.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Standard NAVTEQ North America Street Data 5-Pack Term License	$400.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Standard NAVTEQ Europe Street Data 5-Pack Term License	$600.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Advanced NAVTEQ North America Street Data 5-Pack Term License	$400.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Advanced NAVTEQ Europe Street Data 5-Pack Term License	$600.00
13	**StreetMap for Windows Mobile 50-Pack Bundles**	
	StreetMap for Windows Mobile for ArcGIS for Server Workgroup Advanced NAVTEQ North America Street Data 50-Pack Term License	$3,800.00
	StreetMap for Windows Mobile for ArcGIS for Server Workgroup Advanced NAVTEQ Europe Street Data 50-Pack Term License	$5,700.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Standard NAVTEQ North America Street Data 50-Pack Term License	$3,800.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Standard NAVTEQ Europe Street Data 50-Pack Term License	$5,700.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Advanced NAVTEQ North America Street Data 50-Pack Term License	$3,800.00
	StreetMap for Windows Mobile for ArcGIS for Server Enterprise Advanced NAVTEQ Europe Street Data 50-Pack Term License	$3,800.00
14	**Esri Developer Network**	
14	**Esri Developer Network (EDN) Standard Annual Subscriptions**	
	EDN Standard 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
14	**EDN Advanced Annual Subscriptions**	
	EDN Advanced Single Use Term License	$3,869.00
	EDN Advanced with ArcGIS for Desktop Standard Single Use Term License	$5,320.00
	EDN Advanced with ArcGIS for Desktop Advanced Single Use Term License	$6,287.00
14	**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
	EDN Advanced Optional Add-on Software ArcGIS for Desktop Standard Single Use Term License	$1,451.00
	EDN Advanced Optional Add-on Software ArcGIS for Desktop Advanced Single Use Term License	$2,418.00
14	**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
	EDN Advanced with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use License	$967.00
	EDN Advanced with ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	$1,451.00
	EDN Advanced with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	$2,418.00
	EDN Advanced Single Use License Upgrade from EDN Standard Single Use License	$2,418.00
	EDN Advanced with ArcGIS for Desktop Standard License Upgrade from EDN Standard with ArcGIS for Desktop Basic License	$3,385.00
14	**EDN Other**	
	Technical Support (10 calls) for EDN	$2,000.00
	Instructor-Led Training (5 days) for EDN	$2,200.00
15	**ArcGIS for Server Enterprise with Virtual Cloud Infrastructure**	
15	**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
15	**ArcGIS Extensions for Server Enterprise 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
15	**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
15	**ArcGIS Extensions for Server Enterprise 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
15	**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
15	**ArcGIS Extensions for Server Enterprise 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
16	**Instructor-Led Training**	
	Instructor-Led Training (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
	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 Services**	
17	**ArcGIS Online Organization 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 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
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 for ArcGIS Premium 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