

STATE OF NEBRASKA CONTRACT AMENDMENT

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
11842 OC

PAGE 1 of 4	ORDER DATE 10/03/11
BUSINESS UNIT 9001	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 503958	
VENDOR ADDRESS: ESRI INC 380 NEW YORK STREET REDLANDS CALIFORNIA 92373-8118	

THE CONTRACT PERIOD IS:

MAY 27, 2011 THROUGH JANUARY 04, 2013

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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 OTHERS 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 1689 OF

To supply and deliver Esri Geographic Information System (GIS) Software Products, Maintenance Services and Training to the State of Nebraska on an as needed basis per the attached Sales and Support Contact Sheet, General Contract Requirements, Amendment 2 to the Master Purchase Agreement Contract Number 2006PA3523 (inclusive of ESRI MPA Terms and Conditions E500M 1/05 and General License Terms and Conditions E200M 3/05), Exhibit 1 Scope of Use E300 06/28/2010, Training Terms and Conditions E207 09/2009 and ESRI MPA Price List E417 10/15/2010 for the period May 27, 2011 through January 4, 2013.

Contract subject to thirty (30) days cancellation by either party upon written notice.

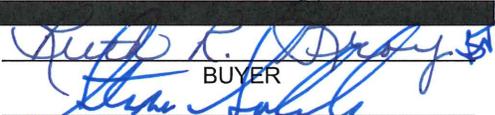
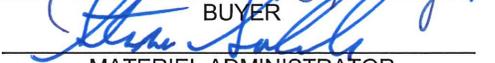
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

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 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


BUYER

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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;
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.

Vendor Contact: Lucy Tindall, Contract Specialist
Phone: 909-793-2853 ext. 1985
Fax: 909-307-3020
E-Mail: ltindall@esri.com

Vendor Contact: Leslie Meriwether, Regional Office Administrator
Phone: 636-949-6620 ext, 8510
Fax: 636-949-6735
E-Mail: lmeriwether@esri.com

Regional Office (to obtain Sales Quotes)
Esri - St. Louis Regional Office
3060 Little Hills Expy.
Saint Charles, MO 63301
636-949-6620
OR
Esri - Telebusiness Department
800-447-9778

THIS IS THE SECOND RENEWAL OF THE CONTRACT and is inclusive of Amendment One (1). (05/25/11 djg)

THIS IS THE FIRST CONTRACT AMENDMENT and is inclusive of Esri Amendment One (1) and Two (2). Attached updated Esri MPA Price List (E417 3Q11) effective October 1, 2011. (10/03/11 jc)


BUYER INITIALS
R43500NISM0001 100506

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PAGE 3 of 4		ORDER DATE 10/03/11	
BUSINESS UNIT 9001		BUYER RUTH GRAY (AS)	
VENDOR NUMBER: 503958			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ESRI GIS PRODUCTS & SERVICES	500,000.0000	\$	1.0000



RG
 BUYER INITIALS
R43500|NISM0001 100506

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

SALES AND SUPPORT CONTACT LIST

STATE OF NEBRASKA
CONTRACT NO. 11842 OC
(Esri Contract No. 2006MPA3523)

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373-8100
(909)793-2853

Point of Contact:

Leslie Meriwether
Regional Office Administrator
(636) 949-6620, Ext. 8510
Fax (636) 949-6735

Regional Office (to obtain Sales Quotes):

Esri – St. Louis Regional Office
3060 Little Hills Expressway
Saint Charles, MO 63301
(636) 949-6620
OR

Esri – Telebusiness Department
(800) 447-9778

Customer Service (to place Orders):

Esri
380 New York Street
Redlands, CA 92373-8100
(909) 793-2853
(800) 330-7053 Fax

The following information/statements shall be included on each purchase order:

- Name or identification of Licensee, place of delivery, and the end user name and contact information.
- Purchase Order number.
- Date of delivery is requested (minimum thirty (30) days after Esri receipt of order).
- Primary site for maintenance, if primary maintenance is not ordered.
- Quantity, description, and unit price.
- On the face of the Purchase Order, print the following statement: "Subject to Master Purchase Agreement No 2006MPA3523 and the State of Nebraska Contract Number 11842 OC."

Remittance Address:

Esri
File No. 54630
Los Angeles, CA 90074-4630

Esri Web Site for Support Services:

Esri will provide maintenance, comprised of updates and technical support as specified in the latest maintenance program found on the Esri Web site at www.esri.com/legal/maintenance.html.

Training:

Training will be provided in accordance with the policies defined under "Training" at www.esri.com.

**MPA Price List
E417—3Q11**

Section	Description	Price
1	ArcGIS Concurrent Use Licenses	
	ArcInfo Concurrent Use License	\$8,910.00
	ArcInfo Concurrent Use License Annual Maintenance (primary 1st, 11th, 21st, 31st...)	\$3,000.00
	ArcInfo Concurrent Use License Annual Maintenance (secondary 2-10, 12-20...)	\$1,200.00
	ArcEditor Concurrent Use License	\$6,300.00
	ArcView Concurrent Use License	\$3,150.00
	ArcGIS Spatial Analyst Concurrent Use License	\$2,250.00
	ArcGIS 3D Analyst Concurrent Use License	\$2,250.00
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,250.00
	ArcGIS Publisher Concurrent Use License	\$2,250.00
	ArcGIS Tracking Analyst Concurrent Use License	\$2,250.00
	ArcGIS ArcScan Concurrent Use License	\$2,250.00
	ArcGIS Maplex Concurrent Use License	\$2,250.00
	ArcGIS Data Interoperability Concurrent Use License	\$2,250.00
	ArcGIS Network Analyst Concurrent Use License	\$2,250.00
	ArcGIS Schematics Concurrent Use License	\$2,250.00
	ArcGIS Workflow Manager Concurrent Use License	\$2,250.00
	ArcGIS Data Reviewer Concurrent Use License	\$2,250.00
1	ArcGIS Concurrent Use Maintenance	
	Primary Maintenance for ArcView Concurrent Use License	\$700.00
	Secondary Maintenance for ArcView Concurrent Use License	\$500.00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager Concurrent Use License	\$200.00

Section	Description	Price
	Primary Maintenance for ArcGIS Data Reviewer Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer Concurrent Use License	\$200.00
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200.00
1	ArcGIS Single Use Licenses	
	ArcInfo Single Use License	\$8,910.00
	ArcEditor Single Use License	\$6,300.00
	ArcGIS ArcView Single Use Unkeyed License	\$1,350.00
	ArcGIS ArcView Single Use Keyed License	\$1,350.00
1	ArcGIS Extensions Single Use Licenses	
	ArcGIS Spatial Analyst Single Use License	\$2,250.00
	ArcGIS 3D Analyst Single Use License	\$2,250.00
	ArcGIS Geostatistical Analyst Single Use License	\$2,250.00
	ArcGIS Publisher Single Use License	\$2,250.00
	ArcGIS Tracking Analyst Single Use License	\$2,250.00
	ArcGIS ArcScan Single Use License	\$2,250.00
	ArcGIS Maplex Single Use License	\$2,250.00
	ArcGIS Data Interoperability Single Use License	\$2,250.00
	ArcGIS Network Analyst Single Use License	\$2,250.00
	ArcGIS Schematics Single Use License	\$2,250.00
	ArcGIS Workflow Manager Single Use License	\$2,250.00
	ArcGIS Data Reviewer Single Use License	\$2,250.00
1	ArcGIS Single Use Maintenance	
	Primary Maintenance for ArcInfo Single Use License (core only)	\$3,000.00
	Secondary Maintenance for ArcInfo Single Use License (core only)	\$1,200.00
	Primary Maintenance for ArcInfo ArcGIS Spatial Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Spatial Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Geostatistical Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Geostatistical Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Network Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Network Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS 3D Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS 3D Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Tracking Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Tracking Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Publisher Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Publisher Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Schematics Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Schematics Extension Single Use License	\$200.00

Section	Description	Price
	Primary Maintenance for ArcInfo ArcGIS Data Interoperability Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Data Interoperability Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Data Reviewer Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Data Reviewer Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Workflow Manager Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Workflow Manager Extension Single Use License	\$200.00
	Primary Maintenance for ArcGIS ArcView Single Use License (core only)	\$400.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (core only)	\$300.00
	Primary Maintenance for ArcGIS ArcView Single Use License (core plus extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (core plus extensions)	\$900.00
	Primary Maintenance for ArcEditor Single Use (without extensions)	\$1,500.00
	Secondary Maintenance for ArcEditor Single Use (without extensions)	\$1,200.00
	Primary Maintenance for ArcEditor Single Use (with extensions)	\$2,100.00
	Secondary Maintenance for ArcEditor Single Use (with extensions)	\$1,800.00
1	Maintenance Activation Program	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows (core only)	\$600.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows (core only)	\$400.00
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows (core plus extensions)	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows (core plus extensions)	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows (core only)	\$600.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows (core only)	\$400.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows (core plus extensions)	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows (core plus extensions)	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX (core only)	\$1,050.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX (core only)	\$750.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$300.00

Section	Description	Price
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$300.00
1	ArcGIS Upgrades	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be current on maintenance to qualify.)	\$1,800.00
1	Upgrade from One ArcGIS Product to Another	
	Upgrade from ArcView Single Use to ArcEditor Single Use	\$4,950.00
	Upgrade from ArcView Single Use to ArcEditor Concurrent Use	\$4,950.00
	Upgrade from ArcView Single Use to ArcInfo Single Use	\$7,560.00
	Upgrade from ArcView Single Use to ArcInfo Concurrent Use	\$7,560.00
	Upgrade from ArcView Concurrent Use to ArcEditor Concurrent Use	\$3,150.00
	Upgrade from ArcView Concurrent Use to ArcInfo Concurrent Use	\$5,760.00
	Upgrade from ArcEditor Single Use or Concurrent Use to ArcInfo Concurrent Use	\$2,610.00
1	ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (primary 1st, 11th, 21st, 31st...)	\$4,000.00
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (secondary 2–10, 12–20...)	\$1,600.00
	ArcCOGO 7.x or 8.0.x Extension Floating License	\$2,250.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (primary 1st, 11th, 21st, 31st...)	\$500.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (secondary 2–10, 12–20...)	\$200.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (secondary 2–10, 12–20...)	\$440.00
	ArcStorm First License (3 seats) Annual Maintenance	\$500.00
	ArcStorm Additional License (each additional seat) Annual Maintenance	\$100.00
1	ArcPress for ArcView	
	ArcPress for ArcView UNIX License	\$285.00
	ArcPress for ArcView Windows/Windows NT License	\$285.00

Section	Description	Price
2	ArcView 3.x and Extensions	
2	UNIX	
	ArcView 3.x for UNIX License Qty. 1-5 (each)	\$1,976.00
	ArcView 3.x for UNIX License Qty. 6-25 (each)	\$1,976.00
	ArcView 3.x for UNIX License Qty. 26+ (each)	\$1,756.00
	ArcView 3.x for UNIX License Primary Maintenance	\$700.00
	ArcView 3.x for UNIX License Secondary Maintenance	\$500.00
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	\$484.00
	ArcView Network Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,287.00
	ArcView Network Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,246.00
	ArcView Network Analyst Extension for UNIX License Qty. 26+ (each)	\$1,996.00
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,287.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,246.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	\$1,996.00
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,746.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,696.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	\$2,396.00
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView 3D Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,746.00
	ArcView 3D Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,696.00
	ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each)	\$2,396.00
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200.00
2	Windows/Windows NT	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$1,076.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$1,076.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$956.00
	Primary Maintenance for ArcView 3.3 Single Use License (core only)	\$400.00
	Secondary Maintenance for ArcView 3.3 Single Use License (core only)	\$300.00
	Primary Maintenance for ArcView 3.3 Single Use License (core plus extensions)	\$1,000.00
	Secondary Maintenance for ArcView 3.3 Single Use License (core plus extensions)	\$900.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,371.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,346.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,196.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,371.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,346.00

Section	Description	Price
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,196.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,287.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,246.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,996.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,287.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,246.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,996.00
2	ArcView StreetMap	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$454.00
4	ArcGIS Engine Runtime Licenses	
	ArcGIS Engine Runtime Concurrent Use License	\$1,125.00
	ArcGIS Engine Runtime Single Use License	\$450.00
4	ArcGIS Engine Runtime Extensions Single Use Licenses	
	ArcGIS Engine Runtime 3D Extension Single Use License	\$900.00
	ArcGIS Engine Runtime Spatial Extension Single Use License	\$900.00
	ArcGIS Engine Runtime Geodatabase Update Extension Single Use License	\$900.00
	ArcGIS Engine Runtime Network Extension Single Use License	\$900.00
	ArcGIS Engine Runtime Schematics Extension Single Use License	\$900.00
	ArcGIS Engine Runtime Tracking Extension Single Use License	\$900.00
	ArcGIS Engine Runtime Maplex Extension Single Use License	\$900.00
	ArcGIS Engine Runtime Data Interoperability Extension Single Use License	\$900.00
	ArcGIS Engine Runtime Extensions Concurrent Use Licenses	
	ArcGIS Engine Runtime 3D Extension Concurrent Use License	\$900.00
	ArcGIS Engine Runtime Spatial Extension Concurrent Use License	\$900.00
	ArcGIS Engine Runtime Geodatabase Update Extension Concurrent Use License	\$900.00
	ArcGIS Engine Runtime Network Extension Concurrent Use License	\$900.00
	ArcGIS Engine Runtime Schematics Extension Concurrent Use License	\$900.00
	ArcGIS Engine Runtime Tracking Extension Concurrent Use License	\$900.00
	ArcGIS Engine Runtime Maplex Extension Concurrent Use License	\$900.00
	ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	\$900.00
4	ArcGIS Engine Runtime Maintenance	
	Maintenance for ArcGIS Engine Runtime Single Use License (without extensions)	\$100.00
	Maintenance for ArcGIS Engine Runtime Single Use License (with extensions)	\$400.00
	Primary Maintenance for ArcGIS Engine Runtime Concurrent Use License	\$250.00
	Secondary Maintenance for ArcGIS Engine Runtime Concurrent Use License	\$185.00
	Primary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License	\$150.00

Section	Description	Price
	Primary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	\$150.00
5	ArcGIS Server	
5	ArcGIS Server—Advanced Enterprise	
	ArcGIS Server Advanced Enterprise (up to four cores)	\$36,000.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise (up to four cores)	\$10,000.00
	ArcGIS Server Advanced Enterprise (additional cores)	\$9,000.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise (additional cores)	\$2,500.00
5	Standard Enterprise	
	ArcGIS Server Standard Enterprise (up to four cores)	\$18,000.00
	Annual Maintenance for ArcGIS Server Standard Enterprise (up to four cores)	\$5,000.00
	ArcGIS Server Standard Enterprise (additional cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise (additional cores)	\$1,250.00
5	Basic Enterprise	
	ArcGIS Server Basic Enterprise (up to four cores)	\$9,000.00
	Annual Maintenance for ArcGIS Server Basic Enterprise (up to four cores)	\$3,000.00
	ArcGIS Server Basic Enterprise (additional cores)	\$2,250.00
	Annual Maintenance for ArcGIS Server Basic Enterprise (additional cores)	\$750.00
5	Workgroup	
	ArcGIS Server Advanced Workgroup (up to two cores)	\$9,000.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup (up to two cores)	\$2,500.00

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

Section	Description	Price
	Annual Maintenance for ArcGIS Server Advanced Enterprise Image Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise Workflow Manager Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Advanced Enterprise Schematics Extension (additional cores)	\$625.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (additional cores)	\$2,250.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension (additional cores)	\$2,250.00
	ArcGIS Server Standard Enterprise Network Extension (additional cores)	\$2,250.00
	ArcGIS Server Standard Enterprise Image Extension (additional cores)	\$2,250.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Workflow Manager Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Image Extension (additional cores)	\$625.00
5	ArcGIS Server Workgroup Extensions	
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00

Section	Description	Price
	Annual Maintenance for ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
5	ArcGIS Server Upgrades	
5	ArcGIS Server Upgrades—Enterprise to Enterprise	
	ArcGIS Server Basic Enterprise Upgrade to Standard Enterprise (up to four cores)	\$9,000.00
	ArcGIS Server Basic Enterprise Upgrade to Advanced Enterprise (up to four cores)	\$27,000.00
	ArcGIS Server Standard Enterprise Upgrade to Advanced Enterprise (up to four cores)	\$18,000.00
	ArcGIS Server Basic Enterprise Additional Cores Upgrade to Standard Enterprise License	\$2,250.00
	ArcGIS Server Basic Enterprise Additional Cores Upgrade to Advanced Enterprise License	\$6,750.00
	ArcGIS Server Standard Enterprise Additional Cores Upgrade to Advanced Enterprise License	\$4,500.00
5	ArcGIS Server Upgrades—Workgroup to Workgroup	
	ArcGIS Server Basic Workgroup Upgrade to Standard Workgroup (up to four cores)	\$4,500.00
	ArcGIS Server Basic Workgroup Upgrade to Advanced Workgroup (up to four cores)	\$13,500.00
	ArcGIS Server Standard Workgroup Upgrade to Advanced Workgroup (up to two cores)	\$4,500.00
	ArcGIS Server Standard Workgroup Additional Cores Upgrade to Advanced Workgroup	\$2,250.00
5	ArcGIS Server Upgrades—Workgroup to Enterprise	
	ArcGIS Server Basic Workgroup Upgrade to Basic Enterprise (up to four cores)	\$4,500.00
	ArcGIS Server Basic Workgroup Upgrade to Standard Enterprise (up to four cores)	\$13,500.00
	ArcGIS Server Basic Workgroup Upgrade to Advanced Enterprise (up to four cores)	\$31,500.00
	ArcGIS Server Standard Workgroup Upgrade to Standard Enterprise (up to four cores)	\$9,000.00
	ArcGIS Server Standard Workgroup Upgrade to Advanced Enterprise (up to four cores)	\$27,000.00
	ArcGIS Server Advanced Workgroup Upgrade to Advanced Enterprise (up to four cores)	\$18,000.00
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	\$13,500.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	\$31,500.00
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	\$9,000.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	\$27,000.00
5	ArcGIS Server—Enterprise (Staging Server)	
5	Advanced Enterprise (Staging Server)	
	ArcGIS Server Staging Server Advanced Enterprise (up to four cores)	\$19,344.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise (up to four cores)	\$5,000.00

Section	Description	Price
	ArcGIS Server Staging Server Advanced Enterprise (additional cores)	\$4,836.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise (additional cores)	\$1,250.00
5	Standard Enterprise (Staging Server)	
	ArcGIS Server Staging Server Standard Enterprise (up to four cores)	\$9,672.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise (up to four cores)	\$2,500.00
	ArcGIS Server Staging Server Standard Enterprise (additional cores)	\$2,418.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise (additional cores)	\$625.00
5	Basic Enterprise (Staging Server)	
	ArcGIS Server Staging Server Basic Enterprise (up to four cores)	\$4,836.00
	Annual Maintenance for ArcGIS Server Staging Server Basic Enterprise (up to four cores)	\$1,500.00
	ArcGIS Server Staging Server Basic Enterprise (additional cores)	\$1,209.00
	Annual Maintenance for ArcGIS Server Staging Server Basic Enterprise (additional cores)	\$375.00
5	ArcGIS Server Extensions (Staging Server)	
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$4,836.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Advanced Enterprise ArcGIS Workflow Manager Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$1,209.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (additional cores)	\$313.00

Section	Description	Price
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$313.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	\$4,836.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	\$1,209.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	\$313.00
5	ArcGIS Server Staging Server Upgrades	
	ArcGIS Server Staging Server Basic Enterprise Upgrade to Standard Enterprise (up to four cores)	\$4,500.00
	ArcGIS Server Staging Server Basic Enterprise Upgrade to Advanced Enterprise (up to four cores)	\$13,500.00
	ArcGIS Server Staging Server Standard Enterprise Upgrade to Advanced Enterprise (up to four cores)	\$9,000.00
	ArcGIS Server Staging Server Basic Enterprise Upgrade to Standard Enterprise (additional cores)	\$1,125.00
	ArcGIS Server Staging Server Basic Enterprise Upgrade to Advanced Enterprise (additional cores)	\$3,375.00
	ArcGIS Server Staging Server Standard Enterprise Upgrade to Advanced Enterprise (additional cores)	\$2,250.00
5	ArcGIS Server Enterprise Term Licenses	
	ArcGIS Server Advanced Enterprise (up to four cores) 30-Day Term License	\$4,700.00
	ArcGIS Server Advanced Enterprise (up to four cores) 90-Day Term License	\$12,000.00
	ArcGIS Server Advanced Enterprise (up to four cores) 365-Day Term License	\$24,000.00

Section	Description	Price
	ArcGIS Server Standard Enterprise (up to four cores) 30-Day Term License	\$2,300.00
	ArcGIS Server Standard Enterprise (up to four cores) 90-Day Term License	\$6,000.00
	ArcGIS Server Standard Enterprise (up to four cores) 365-Day Term License	\$12,000.00
	ArcGIS Server Basic Enterprise (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Basic Enterprise (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Basic Enterprise (up to four cores) 365-Day Term License	\$6,000.00
5	ArcGIS Server Workgroup Term Licensing	
	ArcGIS Server Advanced Workgroup (up to four cores) 30-Day Term License	\$2,300.00
	ArcGIS Server Advanced Workgroup (up to four cores) 90-Day Term License	\$6,000.00
	ArcGIS Server Advanced Workgroup (up to four cores) 365-Day Term License	\$12,000.00
	ArcGIS Server Standard Workgroup (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Standard Workgroup (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Standard Workgroup (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Server Basic Workgroup (maximum four cores) 30-Day Term License	\$600.00
	ArcGIS Server Basic Workgroup (maximum four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Basic Workgroup (maximum four cores) 365-Day Term License	\$3,000.00
5	ArcGIS Server Enterprise Extensions Term Licenses	
	ArcGIS Server Advanced Enterprise Data Interoperability Extension (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Advanced Enterprise Schematics Extension (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Server Advanced Enterprise Image Extension (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Advanced Enterprise Image Extension (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Image Extension (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Server Advanced Enterprise Workflow Manager (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Advanced Enterprise Workflow Manager (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Workflow Manager (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores) 365-Day Term License	\$6,000.00

Section	Description	Price
	ArcGIS Server Standard Enterprise Image Extension (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Standard Enterprise Image Extension (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Image Extension (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Server Standard Enterprise Workflow Manager (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Standard Enterprise Workflow Manager (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Workflow Manager (up to four cores) 365-Day Term License	\$6,000.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores) 30-Day Term License	\$1,200.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores) 90-Day Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores) 365-Day Term License	\$6,000.00
5	ArcGIS Server Workgroup Extensions Term Licenses	
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Server Advanced Workgroup Schematics Extension (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Advanced Workgroup Schematics Extension (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Advanced Workgroup Schematics Extension (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Server Advanced Workgroup Image Extension (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Advanced Workgroup Image Extension (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Advanced Workgroup Image Extension (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Server Advanced Workgroup Workflow Manager (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Advanced Workgroup Workflow Manager (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Advanced Workgroup Workflow Manager (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (up to four cores) 365-Day Term License	\$3,000.00

Section	Description	Price
	ArcGIS Server Standard Workgroup Image Extension (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Standard Workgroup Image Extension (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Standard Workgroup Image Extension (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Server Standard Workgroup Workflow Manager (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Standard Workgroup Workflow Manager (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Standard Workgroup Workflow Manager (up to four cores) 365-Day Term License	\$3,000.00
	ArcGIS Server Standard Workgroup Network Extension (up to four cores) 30-Day Term License	\$600.00
	ArcGIS Server Standard Workgroup Network Extension (up to four cores) 90-Day Term License	\$1,500.00
	ArcGIS Server Standard Workgroup Network Extension (up to four cores) 365-Day Term License	\$3,000.00
7	ArcIMS	
	ArcIMS Full Use Deployment (up to two cores)	\$4,500.00
	ArcIMS Full Use Deployment (additional core—maximum four cores per server)	\$2,250.00
	ArcIMS Full Use Deployment (up to two cores) Maintenance	\$1,000.00
	ArcIMS Full Use Deployment (additional core) Maintenance	\$500.00
7	ArcIMS Staging Server	
	ArcIMS Full Use Deployment Staging Server (up to two cores)	\$2,250.00
	ArcIMS Full Use Deployment Staging Server (additional cores—maximum four cores per server)	\$1,125.00
	ArcIMS Full Use Deployment Staging Server (up to two cores) Maintenance	\$500.00
	ArcIMS Full Use Deployment Staging Server (additional cores) Maintenance	\$250.00
8	Business Applications Software	
8	Esri Business Analyst Desktop—Single Use Licenses	
	Esri Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$16,646.00
	Esri Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$12,146.00
	Esri Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$7,646.00
8	Esri Business Analyst Desktop—Concurrent Use Licenses	
	Esri Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$16,646.00
	Esri Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$12,146.00
	Esri Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$7,646.00

Section	Description	Price
8	Esri Business Analyst Desktop Maintenance—Concurrent Use and Single Use	
	Annual Maintenance for Esri Business Analyst (National Dataset) Software License (per license)	\$14,795.00
	Annual Maintenance for Esri Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$10,795.00
	Annual Maintenance for Esri Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$6,795.00
8	Esri Business Analyst Desktop Premium—Concurrent Use Licenses	
	Esri Business Analyst Desktop Premium—National Concurrent Use License	\$36,896.00
	Esri Business Analyst Desktop Premium—Regional Concurrent Use License	\$26,541.00
	Esri Business Analyst Desktop Premium—State Concurrent Use License	\$16,565.00
8	Esri Business Analyst Desktop Premium—Single Use Licenses	
	Esri Business Analyst Desktop Premium—National Single Use License	\$36,896.00
	Esri Business Analyst Desktop Premium—Regional Single Use License	\$26,541.00
	Esri Business Analyst Desktop Premium—State Single Use License	\$16,565.00
8	Annual Maintenance for Esri Business Analyst Desktop Premium—Concurrent Use and Single Use	
	Annual Maintenance for Esri Business Analyst Desktop Premium—National Concurrent Use and Single Use	\$32,795.00
	Annual Maintenance for Esri Business Analyst Desktop Premium—Regional Concurrent Use and Single Use	\$23,590.00
	Annual Maintenance for Esri Business Analyst Desktop Premium—State Concurrent Use and Single Use	\$14,720.00
8	Esri Business Analyst Desktop Canadian Edition	
	Esri Business Analyst Desktop Canadian Edition Basic (Standard National Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$29,565.00
	Esri Business Analyst Desktop Canadian Edition Basic (Standard National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$29,565.00
	Esri Business Analyst Desktop Canadian Edition Basic (Enhanced National Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$44,955.00
	Esri Business Analyst Desktop Canadian Edition Basic (Enhanced National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$44,955.00
	Annual Maintenance for Esri Business Analyst Desktop Canadian Edition Basic (Standard National Dataset) Software and Data License and One Year Maintenance (per license)	\$26,280.00
	Annual Maintenance for Esri Business Analyst Desktop Canadian Edition Basic (Enhanced National Dataset) Software and Data License and One Year Maintenance (per license)	\$39,960.00
8	Esri Business Analyst Server	
8	Esri Business Analyst Server Advanced Enterprise	
	Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (up to four cores)	\$135,000.00
	Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (additional core)	\$33,750.00
	Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (up to four cores) Maintenance	\$100,000.00
	Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (additional core) Maintenance	\$25,000.00

Section	Description	Price
8	Esri Business Analyst Server Advanced Workgroup	
	Esri Business Analyst Server Advanced Workgroup (per server—minimum two cores, maximum four cores)	\$67,500.00
	Annual Maintenance for Esri Business Analyst Server Advanced Workgroup (per server—minimum two cores, maximum four cores)	\$50,000.00
8	Esri Business Analyst Server—Staging Server	
	Esri Business Analyst Server Staging Server Advanced Enterprise (includes ArcGIS Server) (up to four cores)	\$37,500.00
	Esri Business Analyst Server Staging Server Advanced Enterprise (includes ArcGIS Server) (additional core)	\$9,375.00
	Annual Maintenance for Esri Business Analyst Server Staging Server Advanced Enterprise (includes ArcGIS Server) (up to four cores)	\$25,000.00
	Annual Maintenance for Esri Business Analyst Server Advanced Enterprise (includes ArcGIS Server) (additional core)	\$6,250.00
8	Esri Business Analyst Online	
	Esri Business Analyst Online—Basic 12-Month Subscription	\$896.00
	Esri Business Analyst Online—Standard 12-Month Subscription	\$2,246.00
	Esri Business Analyst Online—Standard Plus 12-Month Subscription	\$3,595.00
8	Esri Community Analyst	
	Esri Community Analyst Basic—Single-User Subscription	\$912.00
	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	\$2,287.00
	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	\$3,663.00
	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
9	Tracking Server	
	Tracking Server for Windows (up to two cores)	\$9,672.00
	Tracking Server for Windows (additional core)	\$4,836.00
	Annual Maintenance for Tracking Server (up to two cores)	\$2,500.00
	Annual Maintenance for Tracking Server (additional core)	\$1,250.00
9	Tracking Server (Staging Servers)	
	Tracking Server Staging Server for Windows (up to two cores)	\$4,836.00
	Tracking Server Staging Server for Windows (additional core)	\$2,418.00
	Annual Maintenance for Tracking Server Staging Server (up to two cores)	\$1,250.00
	Annual Maintenance for Tracking Server Staging Server (additional cores)	\$625.00
10	ArcLogistics Desktop	
	ArcLogistics Single Use License	\$7,200.00
	ArcLogistics Single Use Annual Maintenance	\$1,600.00
	ArcLogistics Tele Atlas Street Data North America—Single Use	\$2,200.00
	ArcLogistics NAVTEQ Street Data North America—Single Use	\$2,200.00

Section	Description	Price
	ArcLogistics Tele Atlas Street Data Europe—Single Use	\$2,200.00
	ArcLogistics NAVTEQ Street Data Europe—Single Use	\$2,200.00
	ArcLogistics Tele Atlas Street Data North America—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics NAVTEQ Street Data North America—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics Tele Atlas Street Data Europe—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics NAVTEQ Street Data Europe—Single Use Annual Maintenance	\$1,600.00
10	ArcLogistics Navigator	
	ArcLogistics Navigator—Single Use License (5-pack bundle)	\$900.00
	ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle)	\$400.00
	ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle)	\$600.00
	ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle)	\$400.00
	ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle)	\$600.00
	Annual Maintenance for ArcLogistics Navigator—Single Use License (5-pack bundle)	\$200.00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle)	\$300.00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle)	\$500.00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle)	\$300.00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle)	\$500.00
10	ArcLogistics Using ArcGIS Online	
	ArcLogistics Using ArcGIS Online—Annual Fee (up to 5 vehicles)	\$1,000.00
	ArcLogistics Using ArcGIS Online—Annual Fee (up to 10 vehicles)	\$2,000.00
	ArcLogistics Using ArcGIS Online—Annual Fee (up to 20 vehicles)	\$3,500.00
	ArcLogistics Using ArcGIS Online—Annual Fee (up to 50 vehicles)	\$4,500.00
	ArcLogistics Using ArcGIS Online—Monthly Fee (up to 5 vehicles)	\$100.00
	ArcLogistics Using ArcGIS Online—Monthly Fee (up to 10 vehicles)	\$200.00
	ArcLogistics Using ArcGIS Online—Monthly Fee (up to 20 vehicles)	\$350.00
	ArcLogistics Using ArcGIS Online—Monthly Fee (up to 50 vehicles)	\$450.00
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

Section	Description	Price
	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
	Tapestry ZIP + 4 Add-on National (per user license)	\$21,600.00
	Tapestry ZIP + 4 Add-on Regional (per user license)	\$12,960.00
	Tapestry ZIP + 4 Add-on State (per user license)	\$8,640.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on National (per user license)	\$19,200.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on Regional (per user license)	\$11,520.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on State (per user license)	\$7,680.00
12	Other Software	
12	MapIt	
	MapIt Deployment Server License (per server)	\$4,050.00
	MapIt Deployment Server License (per server)—Annual Maintenance	\$900.00
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
	Esri Aeronautical Solution Concurrent Use License	\$9,000.00
	Esri Aeronautical Solution Single Use License	\$9,000.00
	Annual Maintenance for Esri Aeronautical Solution Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Aeronautical Solution Single Use License	\$2,500.00
	Esri Nautical Solution Concurrent Use License	\$9,000.00
	Esri Nautical Solution Single Use License	\$9,000.00
	Annual Maintenance for Esri Nautical Solution Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Nautical Solution Single Use License	\$2,500.00
13	Mobile GIS	
13	ArcPad	
	ArcPad Single Use License	\$630.00
	ArcPad Single Use License with ArcPad StreetMap Premium Tele Atlas Europe Street Data	\$630.00
	ArcPad with ArcPad StreetMap Premium Tele Atlas North America (USA and Canada) and Europe Street Data	\$630.00
	ArcPad with ArcPad StreetMap Premium Tele Atlas North America (USA and Canada) Street Data	\$630.00
	ArcPad Single Use License Annual Maintenance	\$250.00
	ArcPad 5.x/6.x/7.x Upgrade to 10	\$242.00
	ArcPad with ArcPad StreetMap Premium Tele Atlas North America (USA and Canada) Street Data Upgrade	\$242.00

Section	Description	Price
	ArcPad with ArcPad StreetMap Premium Tele Atlas Europe Street Data Upgrade	\$242.00
	ArcPad with ArcPad StreetMap Premium Tele Atlas North America (USA and Canada) and Europe Street Data Upgrade	\$242.00
13	ArcGIS Mobile	
	ArcGIS Mobile for ArcGIS Desktop or ArcGIS Engine—5 Deployment Pack License	\$1,350.00
	Annual Maintenance for ArcGIS Mobile for ArcGIS Desktop or ArcGIS Engine—5 Deployment Pack License	\$300.00
	ArcGIS Mobile for ArcGIS Server Standard Enterprise or Advanced Workgroup—50 Deployment Pack License	\$13,500.00
	Annual Maintenance for ArcGIS Mobile for ArcGIS Server Standard Enterprise or Advanced Workgroup—50 Deployment Pack License	\$3,000.00
14	Esri Developer Network (EDN)	
	Annual License for Esri Developer Network (EDN) without ArcView	\$1,451.00
	EDN with ArcView Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$1,934.00
	EDN with ArcEditor Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$2,902.00
	EDN with ArcInfo Desktop License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$3,869.00
14	For Customers Who Already Subscribe to EDN	
	Add-on ArcView to a Current EDN Single Use License—One per EDN License	\$484.00
	Add-on ArcEditor to a Current EDN Single Use License—One per EDN License	\$1,451.00
	Add-on ArcInfo Desktop to a Current EDN Single Use License—One per EDN License	\$2,418.00
14	Software Upgrades	
	EDN with ArcView Upgrade to ArcEditor Single Use	\$967.00
	EDN with ArcView Upgrade to ArcInfo Desktop Concurrent Use	\$1,934.00
	EDN with ArcEditor Upgrade to ArcInfo Desktop Concurrent Use	\$967.00
	Technical Support (10 calls) for EDN	\$2,000.00
	Instructor-Led Training (5 days) for EDN	\$2,200.00
15	ArcGIS Server with Cloud Infrastructure	
15	ArcGIS Server with Cloud Infrastructure—Annual Term Licenses	
	ArcGIS Server Advanced Enterprise Annual Term License	\$40,000.00
	ArcGIS Server Standard Enterprise Annual Term License	\$30,000.00
	ArcGIS Server Basic Enterprise Annual Term License	\$25,000.00
15	ArcGIS Server Extensions with Cloud Infrastructure—Annual Term Licenses	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Annual License	\$6,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Annual License	\$6,000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Annual License	\$6,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Annual License	\$6,000.00
	ArcGIS Server Advanced Enterprise Image Extension Annual License	\$6,000.00
	ArcGIS Server Standard Enterprise Image Extension Annual License	\$6,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Annual License	\$6,000.00
	ArcGIS Server Standard Enterprise Network Extension Annual License	\$6,000.00

Section	Description	Price
15	ArcGIS Server with Cloud Infrastructure—Quarterly Term Licenses	
	ArcGIS Server Advanced Enterprise Quarterly Term License	\$12,500.00
	ArcGIS Server Standard Enterprise Quarterly Term License	\$10,000.00
	ArcGIS Server Basic Enterprise Quarterly Term License	\$8,500.00
15	ArcGIS Server Extensions with Cloud Infrastructure—Quarterly Term Licenses	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Image Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Image Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Quarterly Term License	\$3,000.00
	ArcGIS Server Standard Enterprise Network Extension Quarterly Term License	\$3,000.00
15	ArcGIS Server with Cloud Infrastructure—Monthly Term Licenses	
	ArcGIS Server Advanced Enterprise Monthly Term License	\$5,000.00
	ArcGIS Server Standard Enterprise Monthly Term License	\$4,000.00
	ArcGIS Server Basic Enterprise Monthly Term License	\$3,000.00
15	ArcGIS Server Extensions with Cloud Infrastructure—Monthly Term Licenses	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Monthly Term License	\$1,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Monthly Term License	\$1,000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Monthly Term License	\$1,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Monthly Term License	\$1,000.00
	ArcGIS Server Advanced Enterprise Image Extension Monthly Term License	\$1,000.00
	ArcGIS Server Standard Enterprise Image Extension Monthly Term License	\$1,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Monthly Term License	\$1,000.00
	ArcGIS Server Standard Enterprise Network Extension Monthly Term License	\$1,000.00
16	Instructor-Led Training	
	Esri Site Training—per Student, per Day at Esri Learning Centers in the United States	\$505.00
	Esri Training—per Student, per Day Instructor-Led Online Classroom	\$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

Section	Description	Price
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
20	Esri StreetMap Premium Advanced NAVTEQ Data	
20	Esri StreetMap Premium Advanced NAVTEQ Data—United States	
	United States—All Usage Types (per single use Desktop user/per year)	\$8,800.00
	United States—All Usage Types (per concurrent use Desktop user/per year)	\$22,000.00
	United States—All Usage Types (per Server Workgroup/per year)	\$44,000.00
	United States—All Usage Types (per Server Enterprise/per year)	\$110,000.00
	United States—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$44,000.00
	United States—Display (per single use Desktop user/per year)	\$1,200.00
	United States—Display (per concurrent use Desktop user/per year)	\$3,000.00
	United States—Display (per Server Workgroup/per year)	\$6,000.00
	United States—Display (per Server Enterprise/per year)	\$15,000.00
	United States—Display (per additional 2 cores Server Enterprise/per year)	\$6,000.00
	United States—Geocode (per single use Desktop user/per year)	\$3,100.00
	United States—Geocode (per concurrent use Desktop user/per year)	\$7,750.00
	United States—Geocode (per Server Workgroup/per year)	\$15,500.00
	United States—Geocode (per Server Enterprise/per year)	\$38,750.00
	United States—Geocode (per additional 2 cores Server Enterprise/per year)	\$15,500.00
	United States—Route (per single use Desktop user/per year)	\$4,500.00
	United States—Route (per concurrent use Desktop user/per year)	\$11,250.00
	United States—Route (per Server Workgroup/per year)	\$22,500.00
	United States—Route (per Server Enterprise/per year)	\$56,250.00
	United States—Route (per additional 2 cores Server Enterprise/per year)	\$22,500.00
20	Esri StreetMap Premium Advanced NAVTEQ Data—State	
	State—All Usage Types (per single use Desktop user/per year)	\$2,900.00
	State—All Usage Types (per concurrent use Desktop user/per year)	\$7,250.00
	State—All Usage Types (per Server Workgroup/per year)	\$14,500.00
	State—All Usage Types (per Server Enterprise/per year)	\$36,250.00

Section	Description	Price
	State—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$14,500.00
	State—Display (per single use Desktop user/per year)	\$400.00
	State—Display (per concurrent use Desktop user/per year)	\$1,000.00
	State—Display (per Server Workgroup/per year)	\$2,000.00
	State—Display (per Server Enterprise/per year)	\$5,000.00
	State—Display (per additional 2 cores Server Enterprise/per year)	\$2,000.00
	State—Geocode (per single use Desktop user/per year)	\$1,000.00
	State—Geocode (per concurrent use Desktop user/per year)	\$2,500.00
	State—Geocode (per Server Workgroup/per year)	\$5,000.00
	State—Geocode (per Server Enterprise/per year)	\$12,500.00
	State—Geocode (per additional 2 cores Server Enterprise/per year)	\$5,000.00
	State—Route (per single use Desktop user/per year)	\$1,500.00
	State—Route (per concurrent use Desktop user/per year)	\$3,750.00
	State—Route (per Server Workgroup/per year)	\$7,500.00
	State—Route (per Server Enterprise/per year)	\$18,750.00
	State—Route (per additional 2 cores Server Enterprise/per year)	\$7,500.00
20	Esri StreetMap Premium Advanced NAVTEQ Data—North America (United States, Canada & Mexico)	
	North America—All Usage Types (per single use Desktop user/per year)	\$15,900.00
	North America—All Usage Types (per concurrent use Desktop user/per year)	\$39,750.00
	North America—All Usage Types (per Server Workgroup/per year)	\$79,500.00
	North America—All Usage Types (per Server Enterprise/per year)	\$198,750.00
	North America—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$79,500.00
	North America—Display (per single use Desktop user/per year)	\$2,400.00
	North America—Display (per concurrent use Desktop user/per year)	\$6,000.00
	North America—Display (per Server Workgroup/per year)	\$12,000.00
	North America—Display (per Server Enterprise/per year)	\$30,000.00
	North America—Display (per additional 2 cores Server Enterprise/per year)	\$12,000.00
	North America—Geocode (per single use Desktop user/per year)	\$5,000.00
	North America—Geocode (per concurrent use Desktop user/per year)	\$12,500.00
	North America—Geocode (per Server Workgroup/per year)	\$25,000.00
	North America—Geocode (per Server Enterprise/per year)	\$62,500.00
	North America—Geocode (per additional 2 cores Server Enterprise/per year)	\$25,000.00
	North America—Route (per single use Desktop user/per year)	\$8,500.00
	North America—Route (per concurrent use Desktop user/per year)	\$21,250.00
	North America—Route (per Server Workgroup/per year)	\$42,500.00
	North America—Route (per Server Enterprise/per year)	\$106,250.00
	North America—Route (per additional 2 cores Server Enterprise/per year)	\$42,500.00
20	Esri StreetMap Premium Advanced NAVTEQ Data—United States & Canada	
	United States and Canada—All Usage Types (per single use Desktop user/per year)	\$13,500.00
	United States and Canada—All Usage Types (per concurrent use Desktop user/per year)	\$33,750.00
	United States and Canada—All Usage Types (per Server Workgroup/per year)	\$67,500.00
	United States and Canada—All Usage Types (per Server Enterprise/per year)	\$168,750.00
	United States and Canada—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$67,500.00

Section	Description	Price
	United States and Canada—Display (per single use Desktop user/per year)	\$1,800.00
	United States and Canada—Display (per concurrent use Desktop user/per year)	\$4,500.00
	United States and Canada—Display (per Server Workgroup/per year)	\$9,000.00
	United States and Canada—Display (per Server Enterprise/per year)	\$22,500.00
	United States and Canada—Display (per additional 2 cores Server Enterprise/per year)	\$9,000.00
	United States and Canada—Geocode (per single use Desktop user/per year)	\$4,200.00
	United States and Canada—Geocode (per concurrent use Desktop user/per year)	\$10,500.00
	United States and Canada—Geocode (per Server Workgroup/per year)	\$21,000.00
	United States and Canada—Geocode (per Server Enterprise/per year)	\$52,500.00
	United States and Canada—Geocode (per additional 2 cores Server Enterprise/per year)	\$21,000.00
	United States and Canada—Route (per single use Desktop user/per year)	\$7,500.00
	United States and Canada—Route (per concurrent use Desktop user/per year)	\$18,750.00
	United States and Canada—Route (per Server Workgroup/per year)	\$37,500.00
	United States and Canada—Route (per Server Enterprise/per year)	\$93,750.00
	United States and Canada—Route (per additional 2 cores Server Enterprise/per year)	\$37,500.00
20	Esri StreetMap Premium Advanced NAVTEQ Data—Canada	
	Canada—All Usage Types (per single use Desktop user/per year)	\$6,100.00
	Canada—All Usage Types (per concurrent use Desktop user/per year)	\$15,250.00
	Canada—All Usage Types (per Server Workgroup/per year)	\$30,500.00
	Canada—All Usage Types (per Server Enterprise/per year)	\$76,500.00
	Canada—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$30,500.00
	Canada—Display (per single use Desktop user/per year)	\$960.00
	Canada—Display (per concurrent use Desktop user/per year)	\$2,400.00
	Canada—Display (per Server Workgroup/per year)	\$4,800.00
	Canada—Display (per Server Enterprise/per year)	\$12,000.00
	Canada—Display (per additional 2 cores Server Enterprise/per year)	\$4,800.00
	Canada—Route (per single use Desktop user/per year)	\$3,700.00
	Canada—Route (per concurrent use Desktop user/per year)	\$9,250.00
	Canada—Route (per Server Workgroup/per year)	\$18,500.00
	Canada—Route (per Server Enterprise/per year)	\$46,250.00
	Canada—Route (per additional 2 cores Server Enterprise/per year)	\$18,500.00
20	Esri StreetMap Premium Advanced NAVTEQ Data—Province	
	Province—All Usage Types (per single use Desktop user/per year)	\$2,900.00
	Province—All Usage Types (per concurrent use Desktop user/per year)	\$7,250.00
	Province—All Usage Types (per Server Workgroup/per year)	\$14,500.00
	Province—All Usage Types (per Server Enterprise/per year)	\$36,250.00
	Province—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$14,500.00
	Province—Display (per single use Desktop user/per year)	\$400.00
	Province—Display (per concurrent use Desktop user/per year)	\$1,000.00
	Province—Display (per Server Workgroup/per year)	\$2,000.00
	Province—Display (per Server Enterprise/per year)	\$5,000.00
	Province—Display (per additional 2 cores Server Enterprise/per year)	\$2,000.00
	Province—Geocode (per single use Desktop user/per year)	\$1,000.00
	Province—Geocode (per concurrent use Desktop user/per year)	\$2,500.00

Section	Description	Price
	Province—Geocode (per Server Workgroup/per year)	\$5,000.00
	Province—Geocode (per Server Enterprise/per year)	\$12,500.00
	Province—Geocode (per additional 2 cores Server Enterprise/per year)	\$5,000.00
	Province—Route (per single use Desktop user/per year)	\$1,500.00
	Province—Route (per concurrent use Desktop user/per year)	\$3,750.00
	Province—Route (per Server Workgroup/per year)	\$7,500.00
	Province—Route (per Server Enterprise/per year)	\$18,750.00
	Province—Route (per additional 2 cores Server Enterprise/per year)	\$7,500.00
20	Esri StreetMap Premium NAVTEQ Data	
20	Esri StreetMap Premium NAVTEQ Data—United States	
	United States—All Usage Types (per single use Desktop user/per year)	\$6,000.00
	United States—All Usage Types (per concurrent use Desktop user/per year)	\$15,000.00
	United States—All Usage Types (per Server Workgroup/per year)	\$30,000.00
	United States—All Usage Types (per Server Enterprise/per year)	\$75,000.00
	United States—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$30,000.00
	United States—Display (per single use Desktop user/per year)	\$1,200.00
	United States—Display (per concurrent use Desktop user/per year)	\$3,000.00
	United States—Display (per Server Workgroup/per year)	\$6,000.00
	United States—Display (per Server Enterprise/per year)	\$15,000.00
	United States—Display (per additional 2 cores Server Enterprise/per year)	\$6,000.00
	United States—Geocode (per single use Desktop user/per year)	\$1,800.00
	United States—Geocode (per concurrent use Desktop user/per year)	\$4,500.00
	United States—Geocode (per Server Workgroup/per year)	\$9,000.00
	United States—Geocode (per Server Enterprise/per year)	\$22,500.00
	United States—Geocode (per additional 2 cores Server Enterprise/per year)	\$9,000.00
	United States—Route (per single use Desktop user/per year)	\$3,000.00
	United States—Route (per concurrent use Desktop user/per year)	\$7,500.00
	United States—Route (per Server Workgroup/per year)	\$15,000.00
	United States—Route (per Server Enterprise/per year)	\$37,500.00
	United States—Route (per additional 2 cores Server Enterprise/per year)	\$15,000.00
20	Esri StreetMap Premium NAVTEQ Data—North America (United States, Canada & Mexico)	
	North America—All Usage Types (per single use Desktop user/per year)	\$12,000.00
	North America—All Usage Types (per concurrent use Desktop user/per year)	\$30,000.00
	North America—All Usage Types (per Server Workgroup/per year)	\$60,000.00
	North America—All Usage Types (per Server Enterprise/per year)	\$150,000.00
	North America—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$60,000.00
	North America—Display (per single use Desktop user/per year)	\$2,400.00
	North America—Display (per concurrent use Desktop user/per year)	\$6,000.00
	North America—Display (per Server Workgroup/per year)	\$12,000.00
	North America—Display (per Server Enterprise/per year)	\$30,000.00
	North America—Display (per additional 2 cores Server Enterprise/per year)	\$12,000.00
	North America—Geocode (per single use Desktop user/per year)	\$3,600.00
	North America—Geocode (per concurrent use Desktop user/per year)	\$9,000.00
	North America—Geocode (per Server Workgroup/per year)	\$18,000.00

Section	Description	Price
	North America—Geocode (per Server Enterprise/per year)	\$45,000.00
	North America—Geocode (per additional 2 cores Server Enterprise/per year)	\$18,000.00
	North America—Route (per single use Desktop user/per year)	\$6,000.00
	North America—Route (per concurrent use Desktop user/per year)	\$15,000.00
	North America—Route (per Server Workgroup/per year)	\$30,000.00
	North America—Route (per Server Enterprise/per year)	\$75,000.00
	North America—Route (per additional 2 cores Server Enterprise/per year)	\$30,000.00
20	Esri StreetMap Premium NAVTEQ Data—State	
	State—All Usage Types (per single use Desktop user/per year)	\$2,000.00
	State—All Usage Types (per concurrent use Desktop user/per year)	\$5,000.00
	State—All Usage Types (per Server Workgroup/per year)	\$10,000.00
	State—All Usage Types (per Server Enterprise/per year)	\$25,000.00
	State—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$10,000.00
	State—Display (per single use Desktop user/per year)	\$400.00
	State—Display (per concurrent use Desktop user/per year)	\$1,000.00
	State—Display (per Server Workgroup/per year)	\$2,000.00
	State—Display (per Server Enterprise/per year)	\$5,000.00
	State—Display (per additional 2 cores Server Enterprise/per year)	\$2,000.00
	State—Geocode (per single use Desktop user/per year)	\$600.00
	State—Geocode (per concurrent use Desktop user/per year)	\$1,500.00
	State—Geocode (per Server Workgroup/per year)	\$3,000.00
	State—Geocode (per Server Enterprise/per year)	\$7,500.00
	State—Geocode (per additional 2 cores Server Enterprise/per year)	\$3,000.00
	State—Route (per single use Desktop user/per year)	\$1,000.00
	State—Route (per concurrent use Desktop user/per year)	\$2,500.00
	State—Route (per Server Workgroup/per year)	\$5,000.00
	State—Route (per Server Enterprise/per year)	\$12,500.00
	State—Route (per additional 2 cores Server Enterprise/per year)	\$5,000.00
20	Esri StreetMap Premium NAVTEQ Data—Canada	
	Canada—All Usage Types (per single use Desktop user/per year)	\$4,800.00
	Canada—All Usage Types (per concurrent use Desktop user/per year)	\$12,000.00
	Canada—All Usage Types (per Server Workgroup/per year)	\$24,000.00
	Canada—All Usage Types (per Server Enterprise/per year)	\$60,000.00
	Canada—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$24,000.00
	Canada—Display (per single use Desktop user/per year)	\$960.00
	Canada—Display (per concurrent use Desktop user/per year)	\$2,400.00
	Canada—Display (per Server Workgroup/per year)	\$4,800.00
	Canada—Display (per Server Enterprise/per year)	\$12,000.00
	Canada—Display (per additional 2 cores Server Enterprise/per year)	\$4,800.00
	Canada—Geocode (per single use Desktop user/per year)	\$1,440.00
	Canada—Geocode (per concurrent use Desktop user/per year)	\$3,600.00
	Canada—Geocode (per Server Workgroup/per year)	\$7,200.00
	Canada—Geocode (per Server Enterprise/per year)	\$18,000.00
	Canada—Geocode (per additional 2 cores Server Enterprise/per year)	\$7,200.00
	Canada—Route (per single use Desktop user/per year)	\$2,400.00

Section	Description	Price
	Canada—Route (per concurrent use Desktop user/per year)	\$6,000.00
	Canada—Route (per Server Workgroup/per year)	\$12,000.00
	Canada—Route (per Server Enterprise/per year)	\$30,000.00
	Canada—Route (per additional 2 cores Server Enterprise/per year)	\$12,000.00
20	Esri StreetMap Premium NAVTEQ Data—Province	
	Province—All Usage Types (per single use Desktop user/per year)	\$2,000.00
	Province—All Usage Types (per concurrent use Desktop user/per year)	\$5,000.00
	Province—All Usage Types (per Server Workgroup/per year)	\$10,000.00
	Province—All Usage Types (per Server Enterprise/per year)	\$25,000.00
	Province—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$10,000.00
	Province—Display (per single use Desktop user/per year)	\$400.00
	Province—Display (per concurrent use Desktop user/per year)	\$1,000.00
	Province—Display (per Server Workgroup/per year)	\$2,000.00
	Province—Display (per Server Enterprise/per year)	\$5,000.00
	Province—Display (per additional 2 cores Server Enterprise/per year)	\$2,000.00
	Province—Geocode (per single use Desktop user/per year)	\$600.00
	Province—Geocode (per concurrent use Desktop user/per year)	\$1,500.00
	Province—Geocode (per Server Workgroup/per year)	\$3,000.00
	Province—Geocode (per Server Enterprise/per year)	\$7,500.00
	Province—Geocode (per additional 2 cores Server Enterprise/per year)	\$3,000.00
	Province—Route (per single use Desktop user/per year)	\$1,000.00
	Province—Route (per concurrent use Desktop user/per year)	\$2,500.00
	Province—Route (per Server Workgroup/per year)	\$5,000.00
	Province—Route (per Server Enterprise/per year)	\$12,500.00
	Province—Route (per additional 2 cores Server Enterprise/per year)	\$5,000.00
20	Esri StreetMap Premium NAVTEQ Data—Europe	
	Europe—All Usage Types (per single use Desktop user/per year)	\$11,500.00
	Europe—All Usage Types (per concurrent use Desktop user/per year)	\$28,750.00
	Europe—All Usage Types (per Server Workgroup/per year)	\$57,500.00
	Europe—All Usage Types (per Server Enterprise/per year)	\$143,570.00
	Europe—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$57,500.00
	Europe—Display (per single use Desktop user/per year)	\$2,300.00
	Europe—Display (per concurrent use Desktop user/per year)	\$5,750.00
	Europe—Display (per Server Workgroup/per year)	\$11,500.00
	Europe—Display (per Server Enterprise/per year)	\$28,750.00
	Europe—Display (per additional 2 cores Server Enterprise/per year)	\$11,500.00
	Europe—Geocode (per single use Desktop user/per year)	\$3,450.00
	Europe—Geocode (per concurrent use Desktop user/per year)	\$8,625.00
	Europe—Geocode (per Server Workgroup/per year)	\$17,250.00
	Europe—Geocode (per Server Enterprise/per year)	\$43,125.00
	Europe—Geocode (per additional 2 cores Server Enterprise/per year)	\$17,250.00
	Europe—Route (per single use Desktop user/per year)	\$5,750.00
	Europe—Route (per concurrent use Desktop user/per year)	\$14,375.00
	Europe—Route (per Server Workgroup/per year)	\$28,750.00

Section	Description	Price
	Europe—Route (per Server Enterprise/per year)	\$71,875.00
	Europe—Route (per additional 2 cores Server Enterprise/per year)	\$28,750.00
20	Esri StreetMap Premium NAVTEQ Data—Small Country in Europe	
	Small Country—All Usage Types (per single use Desktop user/per year)	\$2,500.00
	Small Country—All Usage Types (per concurrent use Desktop user/per year)	\$6,250.00
	Small Country—All Usage Types (per Server Workgroup/per year)	\$12,500.00
	Small Country—All Usage Types (per Server Enterprise/per year)	\$31,250.00
	Small Country—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$12,500.00
	Small Country—Display (per single use Desktop user/per year)	\$500.00
	Small Country—Display (per concurrent use Desktop user/per year)	\$1,250.00
	Small Country—Display (per Server Workgroup/per year)	\$2,500.00
	Small Country—Display (per Server Enterprise/per year)	\$6,250.00
	Small Country—Display (per additional 2 cores Server Enterprise/per year)	\$2,500.00
	Small Country—Geocode (per single use Desktop user/per year)	\$750.00
	Small Country—Geocode (per concurrent use Desktop user/per year)	\$1,875.00
	Small Country—Geocode (per Server Workgroup/per year)	\$3,750.00
	Small Country—Geocode (per Server Enterprise/per year)	\$9,375.00
	Small Country—Geocode (per additional 2 cores Server Enterprise/per year)	\$3,750.00
	Small Country—Route (per single use Desktop user/per year)	\$1,250.00
	Small Country—Route (per concurrent use Desktop user/per year)	\$3,125.00
	Small Country—Route (per Server Workgroup/per year)	\$6,250.00
	Small Country—Route (per Server Enterprise/per year)	\$15,625.00
	Small Country—Route (per additional 2 cores Server Enterprise/per year)	\$6,250.00
20	Esri StreetMap Premium NAVTEQ Data—Large Country in Europe	
	Large Country—All Usage Types (per single use Desktop user/per year)	\$4,100.00
	Large Country—All Usage Types (per concurrent use Desktop user/per year)	\$10,250.00
	Large Country—All Usage Types (per Server Workgroup/per year)	\$20,500.00
	Large Country—All Usage Types (per Server Enterprise/per year)	\$51,250.00
	Large Country—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$20,500.00
	Large Country—Display (per single use Desktop user/per year)	\$820.00
	Large Country—Display (per concurrent use Desktop user/per year)	\$2,050.00
	Large Country—Display (per Server Workgroup/per year)	\$4,100.00
	Large Country—Display (per Server Enterprise/per year)	\$10,250.00
	Large Country—Display (per additional 2 cores Server Enterprise/per year)	\$4,100.00
	Large Country—Geocode (per single use Desktop user/per year)	\$1,230.00
	Large Country—Geocode (per concurrent use Desktop user/per year)	\$3,075.00
	Large Country—Geocode (per Server Workgroup/per year)	\$6,150.00
	Large Country—Geocode (per Server Enterprise/per year)	\$15,375.00
	Large Country—Geocode (per additional 2 cores Server Enterprise/per year)	\$6,150.00
	Large Country—Route (per single use Desktop user/per year)	\$2,050.00
	Large Country—Route (per concurrent use Desktop user/per year)	\$5,125.00
	Large Country—Route (per Server Workgroup/per year)	\$10,250.00
	Large Country—Route (per Server Enterprise/per year)	\$25,625.00
	Large Country—Route (per additional 2 cores Server Enterprise/per year)	\$10,250.00

Section	Description	Price
20	Esri StreetMap Premium NAVTEQ Data—Mexico	
	Mexico—All Usage Types (per single use Desktop user/per year)	\$4,300.00
	Mexico—All Usage Types (per concurrent use Desktop user/per year)	\$10,750.00
	Mexico—All Usage Types (per Server Workgroup/per year)	\$21,500.00
	Mexico—All Usage Types (per Server Enterprise/per year)	\$53,750.00
	Mexico—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$21,500.00
	Mexico—Display (per single use Desktop user/per year)	\$860.00
	Mexico—Display (per concurrent use Desktop user/per year)	\$2,150.00
	Mexico—Display (per Server Workgroup/per year)	\$4,300.00
	Mexico—Display (per Server Enterprise/per year)	\$10,750.00
	Mexico—Display (per additional 2 cores Server Enterprise/per year)	\$4,300.00
	Mexico—Geocode (per single use Desktop user/per year)	\$1,290.00
	Mexico—Geocode (per concurrent use Desktop user/per year)	\$3,225.00
	Mexico—Geocode (per Server Workgroup/per year)	\$6,450.00
	Mexico—Geocode (per Server Enterprise/per year)	\$16,125.00
	Mexico—Geocode (per additional 2 cores Server Enterprise/per year)	\$6,450.00
	Mexico—Route (per single use Desktop user/per year)	\$2,150.00
	Mexico—Route (per concurrent use Desktop user/per year)	\$5,375.00
	Mexico—Route (per Server Workgroup/per year)	\$10,750.00
	Mexico—Route (per Server Enterprise/per year)	\$26,875.00
	Mexico—Route (per additional 2 cores Server Enterprise/per year)	\$10,750.00
20	Esri StreetMap Premium NAVTEQ Data—United States and Canada	
	United States and Canada—All Usage Types (per single use Desktop user/per year)	\$9,000.00
	United States and Canada—All Usage Types (per concurrent use Desktop user/per year)	\$22,500.00
	United States and Canada—All Usage Types (per Server Workgroup/per year)	\$45,000.00
	United States and Canada—All Usage Types (per Server Enterprise/per year)	\$112,500.00
	United States and Canada—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$45,000.00
	United States and Canada—Display (per single use Desktop user/per year)	\$1,800.00
	United States and Canada—Display (per concurrent use Desktop user/per year)	\$4,500.00
	United States and Canada—Display (per Server Workgroup/per year)	\$9,000.00
	United States and Canada—Display (per Server Enterprise/per year)	\$22,500.00
	United States and Canada—Display (per additional 2 cores Server Enterprise/per year)	\$9,000.00
	United States and Canada—Geocode (per single use Desktop user/per year)	\$2,700.00
	United States and Canada—Geocode (per concurrent use Desktop user/per year)	\$6,750.00
	United States and Canada—Geocode (per Server Workgroup/per year)	\$13,500.00
	United States and Canada—Geocode (per Server Enterprise/per year)	\$33,750.00
	United States and Canada—Geocode (per additional 2 cores Server Enterprise/per year)	\$13,500.00
	United States and Canada—Route (per single use Desktop user/per year)	\$4,500.00
	United States and Canada—Route (per concurrent use Desktop user/per year)	\$11,250.00
	United States and Canada—Route (per Server Workgroup/per year)	\$22,500.00
	United States and Canada—Route (per Server Enterprise/per year)	\$56,250.00
	United States and Canada—Route (per additional 2 cores Server Enterprise/per year)	\$22,500.00

Section	Description	Price
20	Esri StreetMap Premium TomTom Data	
	Esri StreetMap Premium TomTom Data—United States	
	United States—All Usage Types (per single use Desktop user/per year)	\$6,000.00
	United States—All Usage Types (per concurrent use Desktop user/per year)	\$15,000.00
	United States—All Usage Types (per Server Workgroup/per year)	\$30,000.00
	United States—All Usage Types (per Server Enterprise/per year)	\$75,000.00
	United States—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$30,000.00
	United States—Display (per single use Desktop user/per year)	\$1,200.00
	United States—Display (per concurrent use Desktop user/per year)	\$3,000.00
	United States—Display (per Server Workgroup/per year)	\$6,000.00
	United States—Display (per Server Enterprise/per year)	\$15,000.00
	United States—Display (per additional 2 cores Server Enterprise/per year)	\$6,000.00
	United States—Geocode (per single use Desktop user/per year)	\$1,800.00
	United States—Geocode (per concurrent use Desktop user/per year)	\$4,500.00
	United States—Geocode (per Server Workgroup/per year)	\$9,000.00
	United States—Geocode (per Server Enterprise/per year)	\$22,500.00
	United States—Geocode (per additional 2 cores Server Enterprise/per year)	\$9,000.00
	United States—Route (per single use Desktop user/per year)	\$3,000.00
	United States—Route (per concurrent use Desktop user/per year)	\$7,500.00
	United States—Route (per Server Workgroup/per year)	\$15,000.00
	United States—Route (per Server Enterprise/per year)	\$37,500.00
	United States—Route (per additional 2 cores Server Enterprise/per year)	\$15,000.00
20	Esri StreetMap Premium TomTom Data—Small State in the United States	
	Small State—All Usage Types (per single use Desktop user/per year)	\$900.00
	Small State—All Usage Types (per concurrent use Desktop user/per year)	\$2,250.00
	Small State—All Usage Types (per Server Workgroup/per year)	\$4,500.00
	Small State—All Usage Types (per Server Enterprise/per year)	\$11,250.00
	Small State—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$4,500.00
	Small State—Display (per single use Desktop user/per year)	\$500.00
	Small State—Display (per concurrent use Desktop user/per year)	\$500.00
	Small State—Display (per Server Workgroup/per year)	\$900.00
	Small State—Display (per Server Enterprise/per year)	\$2,250.00
	Small State—Display (per additional 2 cores Server Enterprise/per year)	\$900.00
	Small State—Geocode (per single use Desktop user/per year)	\$500.00
	Small State—Geocode (per concurrent use Desktop user/per year)	\$675.00
	Small State—Geocode (per Server Workgroup/per year)	\$1,350.00
	Small State—Geocode (per Server Enterprise/per year)	\$3,375.00
	Small State—Geocode (per additional 2 cores Server Enterprise/per year)	\$1,350.00
	Small State—Route (per single use Desktop user/per year)	\$500.00
	Small State—Route (per concurrent use Desktop user/per year)	\$1,125.00
	Small State—Route (per Server Workgroup/per year)	\$2,250.00
	Small State—Route (per Server Enterprise/per year)	\$5,625.00
	Small State—Route (per additional 2 cores Server Enterprise/per year)	\$2,250.00

Section	Description	Price
20	Esri StreetMap Premium TomTom Data—Medium State in the United States	
	Medium State—All Usage Types (per single use Desktop user/per year)	\$1,200.00
	Medium State—All Usage Types (per concurrent use Desktop user/per year)	\$3,000.00
	Medium State—All Usage Types (per Server Workgroup/per year)	\$6,000.00
	Medium State—All Usage Types (per Server Enterprise/per year)	\$15,000.00
	Medium State—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$6,000.00
	Medium State—Display (per single use Desktop user/per year)	\$500.00
	Medium State—Display (per concurrent use Desktop user/per year)	\$600.00
	Medium State—Display (per Server Workgroup/per year)	\$1,200.00
	Medium State—Display (per Server Enterprise/per year)	\$3,000.00
	Medium State—Display (per additional 2 cores Server Enterprise/per year)	\$1,200.00
	Medium State—Geocode (per single use Desktop user/per year)	\$500.00
	Medium State—Geocode (per concurrent use Desktop user/per year)	\$900.00
	Medium State—Geocode (per Server Workgroup/per year)	\$1,800.00
	Medium State—Geocode (per Server Enterprise/per year)	\$4,500.00
	Medium State—Geocode (per additional 2 cores Server Enterprise/per year)	\$1,800.00
	Medium State—Route (per single use Desktop user/per year)	\$600.00
	Medium State—Route (per concurrent use Desktop/per year)	\$1,500.00
	Medium State—Route (per Server Workgroup/per year)	\$3,000.00
	Medium State—Route (per Server Enterprise/per year)	\$7,500.00
	Medium State—Route (per additional 2 cores Server Enterprise/per year)	\$3,000.00
20	Esri StreetMap Premium TomTom Data—Large State in the United States	
	Large State—All Usage Types (per single use Desktop user/per year)	\$1,800.00
	Large State—All Usage Types (per concurrent use Desktop user/per year)	\$4,500.00
	Large State—All Usage Types (per Server Workgroup/per year)	\$9,000.00
	Large State—All Usage Types (per Server Enterprise/per year)	\$22,500.00
	Large State—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$9,000.00
	Large State—Display (per single use Desktop user/per year)	\$540.00
	Large State—Display (per concurrent use Desktop user/per year)	\$900.00
	Large State—Display (per Server Workgroup/per year)	\$1,800.00
	Large State—Display (per Server Enterprise/per year)	\$4,500.00
	Large State—Display (per additional 2 cores Server Enterprise/per year)	\$1,800.00
	Large State—Geocode (per single use Desktop user/per year)	\$540.00
	Large State—Geocode (per concurrent use Desktop user/per year)	\$1,350.00
	Large State—Geocode (per Server Workgroup/per year)	\$2,700.00
	Large State—Geocode (per Server Enterprise/per year)	\$6,750.00
	Large State—Geocode (per additional 2 cores Server Enterprise/per year)	\$2,700.00
	Large State—Route (per single use Desktop user/per year)	\$900.00
	Large State—Route (per concurrent use Desktop user/per year)	\$2,250.00
	Large State—Route (per Server Workgroup/per year)	\$4,500.00
	Large State—Route (per Server Enterprise/per year)	\$11,250.00
	Large State—Route (per additional 2 cores Server Enterprise/per year)	\$4,500.00
20	Esri StreetMap Premium TomTom Data—North America	
	North America—All Usage Types (per single use Desktop user/per year)	\$9,000.00
	North America—All Usage Types (per concurrent use Desktop user/per year)	\$22,500.00

Section	Description	Price
	North America—All Usage Types (per Server Workgroup/per year)	\$45,000.00
	North America—All Usage Types (per Server Enterprise/per year)	\$112,500.00
	North America—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$45,000.00
	North America—Display (per single use Desktop user/per year)	\$1,800.00
	North America—Display (per concurrent use Desktop user/per year)	\$4,500.00
	North America—Display (per Server Workgroup/per year)	\$9,000.00
	North America—Display (per Server Enterprise/per year)	\$22,500.00
	North America—Display (per additional 2 cores Server Enterprise/per year)	\$9,000.00
	North America—Geocode (per single use Desktop user/per year)	\$2,700.00
	North America—Geocode (per concurrent use Desktop user/per year)	\$6,750.00
	North America—Geocode (per Server Workgroup/per year)	\$13,500.00
	North America—Geocode (per Server Enterprise/per year)	\$33,750.00
	North America—Geocode (per additional 2 cores Server Enterprise/per year)	\$13,500.00
	North America—Route (per single use Desktop user/per year)	\$4,500.00
	North America—Route (per concurrent use Desktop user/per year)	\$11,250.00
	North America—Route (per Server Workgroup/per year)	\$22,500.00
	North America—Route (per Server Enterprise/per year)	\$56,250.00
	North America—Route (per additional 2 cores Server Enterprise/per year)	\$22,500.00
20	Esri StreetMap Premium TomTom Data—Canada	
	Canada—All Usage Types (per single use Desktop user/per year)	\$3,000.00
	Canada—All Usage Types (per concurrent use Desktop user/per year)	\$7,500.00
	Canada—All Usage Types (per Server Workgroup/per year)	\$15,000.00
	Canada—All Usage Types (per Server Enterprise/per year)	\$37,500.00
	Canada—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$15,000.00
	Canada—Display (per single use Desktop user/per year)	\$600.00
	Canada—Display (per concurrent use Desktop user/per year)	\$1,500.00
	Canada—Display (per Server Workgroup/per year)	\$3,000.00
	Canada—Display (per Server Enterprise/per year)	\$7,500.00
	Canada—Display (per additional 2 cores Server Enterprise/per year)	\$3,000.00
	Canada—Geocode (per single use Desktop user/per year)	\$900.00
	Canada—Geocode (per concurrent use Desktop user/per year)	\$2,250.00
	Canada—Geocode (per Server Workgroup/per year)	\$4,500.00
	Canada—Geocode (per Server Enterprise/per year)	\$11,250.00
	Canada—Geocode (per additional 2 cores Server Enterprise/per year)	\$4,500.00
	Canada—Route (per single use Desktop user/per year)	\$1,500.00
	Canada—Route (per concurrent use Desktop user/per year)	\$3,750.00
	Canada—Route (per Server Workgroup/per year)	\$7,500.00
	Canada—Route (per Server Enterprise/per year)	\$18,750.00
	Canada—Route (per additional 2 cores Server Enterprise/per year)	\$7,500.00
20	Esri StreetMap Premium TomTom Data—Small Province in Canada	
	Small Province—All Usage Types (per single use Desktop user/per year)	\$900.00
	Small Province—All Usage Types (per concurrent use Desktop user/per year)	\$2,250.00
	Small Province—All Usage Types (per Server Workgroup/per year)	\$4,500.00
	Small Province—All Usage Types (per Server Enterprise/per year)	\$11,250.00
	Small Province—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$4,500.00

Section	Description	Price
	Small Province—Display (per single use Desktop user/per year)	\$500.00
	Small Province—Display (per concurrent use Desktop user/per year)	\$500.00
	Small Province—Display (per Server Workgroup/per year)	\$900.00
	Small Province—Display (per Server Enterprise/per year)	\$2,250.00
	Small Province—Display (per additional 2 cores Server Enterprise/per year)	\$900.00
	Small Province—Geocode (per single use Desktop user/per year)	\$500.00
	Small Province—Geocode (per concurrent use Desktop user/per year)	\$675.00
	Small Province—Geocode (per Server Workgroup/per year)	\$1,350.00
	Small Province—Geocode (per Server Enterprise/per year)	\$3,375.00
	Small Province—Geocode (per additional 2 cores Server Enterprise/per year)	\$1,350.00
	Small Province—Route (per single use Desktop user/per year)	\$500.00
	Small Province—Route (per concurrent use Desktop user/per year)	\$1,125.00
	Small Province—Route (per Server Workgroup/per year)	\$2,250.00
	Small Province—Route (per Server Enterprise/per year)	\$5,625.00
	Small Province—Route (per additional 2 cores Server Enterprise/per year)	\$2,250.00
20	Esri StreetMap Premium TomTom Data—Medium Province in Canada	
	Medium Province—All Usage Types (per single use Desktop user/per year)	\$1,200.00
	Medium Province—All Usage Types (per concurrent use Desktop user/per year)	\$3,000.00
	Medium Province—All Usage Types (per Server Workgroup/per year)	\$6,000.00
	Medium Province—All Usage Types (per Server Enterprise/per year)	\$15,000.00
	Medium Province—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$6,000.00
	Medium Province—Display (per single use Desktop user/per year)	\$500.00
	Medium Province—Display (per concurrent use Desktop user/per year)	\$600.00
	Medium Province—Display (per Server Workgroup/per year)	\$1,200.00
	Medium Province—Display (per Server Enterprise/per year)	\$3,000.00
	Medium Province—Display (per additional 2 cores Server Enterprise/per year)	\$1,200.00
	Medium Province—Geocode (per single use Desktop user/per year)	\$500.00
	Medium Province—Geocode (per concurrent use Desktop user/per year)	\$900.00
	Medium Province—Geocode (per Server Workgroup/per year)	\$1,800.00
	Medium Province—Geocode (per Server Enterprise/per year)	\$4,500.00
	Medium Province—Geocode (per additional 2 cores Server Enterprise/per year)	\$1,800.00
	Medium Province—Route (per single use Desktop user/per year)	\$600.00
	Medium Province—Route (per concurrent use Desktop user/per year)	\$1,500.00
	Medium Province—Route (per Server Workgroup/per year)	\$3,000.00
	Medium Province—Route (per Server Enterprise/per year)	\$7,500.00
	Medium Province—Route (per additional 2 cores Server Enterprise/per year)	\$3,000.00
20	Esri StreetMap Premium TomTom Data—Large Province in Canada	
	Large Province—All Usage Types (per single use Desktop user/per year)	\$1,800.00
	Large Province—All Usage Types (per concurrent use Desktop user/per year)	\$4,500.00
	Large Province—All Usage Types (per Server Workgroup/per year)	\$9,000.00
	Large Province—All Usage Types (per Server Enterprise/per year)	\$22,500.00
	Large Province—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$9,000.00
	Large Province—Display (per single use Desktop user/per year)	\$540.00
	Large Province—Display (per concurrent use Desktop user/per year)	\$900.00

Section	Description	Price
	Large Province—Display (per Server Workgroup/per year)	\$1,800.00
	Large Province—Display (per Server Enterprise/per year)	\$4,500.00
	Large Province—Display (per additional 2 cores Server Enterprise/per year)	\$1,800.00
	Large Province—Geocode (per single use Desktop user/per year)	\$540.00
	Large Province—Geocode (per concurrent use Desktop user/per year)	\$1,350.00
	Large Province—Geocode (per Server Workgroup/per year)	\$2,700.00
	Large Province—Geocode (per Server Enterprise/per year)	\$6,750.00
	Large Province—Geocode (per additional 2 cores Server Enterprise/per year)	\$2,700.00
	Large Province—Route (per single use Desktop user/per year)	\$900.00
	Large Province—Route (per concurrent use Desktop user/per year)	\$2,250.00
	Large Province—Route (per Server Workgroup/per year)	\$4,500.00
	Large Province—Route (per Server Enterprise/per year)	\$11,250.00
	Large Province—Route (per additional 2 cores Server Enterprise/per year)	\$4,500.00
20	Esri StreetMap Premium TomTom Data—Europe	
	Europe—All Usage Types (per single use Desktop user/per year)	\$11,500.00
	Europe—All Usage Types (per concurrent use Desktop user/per year)	\$26,750.00
	Europe—All Usage Types (per Server Workgroup/per year)	\$57,500.00
	Europe—All Usage Types (per Server Enterprise/per year)	\$143,750.00
	Europe—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$57,500.00
	Europe—Display (per single use Desktop user/per year)	\$2,300.00
	Europe—Display (per concurrent use Desktop user/per year)	\$5,750.00
	Europe—Display (per Server Workgroup/per year)	\$11,500.00
	Europe—Display (per Server Enterprise/per year)	\$28,750.00
	Europe—Display (per additional 2 cores Server Enterprise/per year)	\$11,500.00
	Europe—Geocode (per single use Desktop user/per year)	\$3,450.00
	Europe—Geocode (per concurrent use Desktop user/per year)	\$8,625.00
	Europe—Geocode (per Server Workgroup/per year)	\$17,250.00
	Europe—Geocode (per Server Enterprise/per year)	\$43,125.00
	Europe—Geocode (per additional 2 cores Server Enterprise/per year)	\$17,250.00
	Europe—Route (per single use Desktop user/per year)	\$5,750.00
	Europe—Route (per concurrent use Desktop user/per year)	\$14,375.00
	Europe—Route (per Server Workgroup/per year)	\$28,750.00
	Europe—Route (per Server Enterprise/per year)	\$71,875.00
	Europe—Route (per additional 2 cores Server Enterprise/per year)	\$28,750.00
20	Esri StreetMap Premium TomTom Data—Small Country in Europe	
	Small Country—All Usage Types (per single use Desktop user/per year)	\$1,300.00
	Small Country—All Usage Types (per concurrent use Desktop user/per year)	\$3,250.00
	Small Country—All Usage Types (per Server Workgroup/per year)	\$6,500.00
	Small Country—All Usage Types (per Server Enterprise/per year)	\$16,250.00
	Small Country—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$6,500.00
	Small Country—Display (per single use Desktop user/per year)	\$500.00
	Small Country—Display (per concurrent use Desktop user/per year)	\$650.00
	Small Country—Display (per Server Workgroup/per year)	\$1,300.00
	Small Country—Display (per Server Enterprise/per year)	\$3,250.00
	Small Country—Display (per additional 2 cores Server Enterprise/per year)	\$1,300.00

Section	Description	Price
	Small Country—Geocode (per single use Desktop user/per year)	\$500.00
	Small Country—Geocode (per concurrent use Desktop user/per year)	\$975.00
	Small Country—Geocode (per Server Workgroup/per year)	\$1,950.00
	Small Country—Geocode (per Server Enterprise/per year)	\$4,875.00
	Small Country—Geocode (per additional 2 cores Server Enterprise/per year)	\$1,950.00
	Small Country—Route (per single use Desktop user/per year)	\$650.00
	Small Country—Route (per concurrent use Desktop user/per year)	\$1,625.00
	Small Country—Route (per Server Workgroup/per year)	\$3,250.00
	Small Country—Route (per Server Enterprise/per year)	\$8,125.00
	Small Country—Route (per additional 2 cores Server Enterprise/per year)	\$3,250.00
20	Esri StreetMap Premium TomTom Data—Medium Country in Europe	
	Medium Country—All Usage Types (per single use Desktop user/per year)	\$2,600.00
	Medium Country—All Usage Types (per concurrent use Desktop user/per year)	\$6,500.00
	Medium Country—All Usage Types (per Server Workgroup/per year)	\$13,000.00
	Medium Country—All Usage Types (per Server Enterprise/per year)	\$32,500.00
	Medium Country—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$13,000.00
	Medium Country—Display (per single use Desktop user/per year)	\$520.00
	Medium Country—Display (per concurrent use Desktop user/per year)	\$1,300.00
	Medium Country—Display (per Server Workgroup/per year)	\$2,600.00
	Medium Country—Display (per Server Enterprise/per year)	\$6,500.00
	Medium Country—Display (per additional 2 cores Server Enterprise/per year)	\$2,600.00
	Medium Country—Geocode (per single use Desktop user/per year)	\$780.00
	Medium Country—Geocode (per concurrent use Desktop user/per year)	\$1,950.00
	Medium Country—Geocode (per Server Workgroup/per year)	\$3,900.00
	Medium Country—Geocode (per Server Enterprise/per year)	\$9,750.00
	Medium Country—Geocode (per additional 2 cores Server Enterprise/per year)	\$3,900.00
	Medium Country—Route (per single use Desktop user/per year)	\$1,300.00
	Medium Country—Route (per concurrent use Desktop/per year)	\$3,250.00
	Medium Country—Route (per Server Workgroup/per year)	\$6,500.00
	Medium Country—Route (per Server Enterprise/per year)	\$16,250.00
	Medium Country—Route (per additional 2 cores Server Enterprise/per year)	\$6,500.00
20	Esri StreetMap Premium TomTom Data—Large Country in Europe	
	Large Country—All Usage Types (per single use Desktop user/per year)	\$3,900.00
	Large Country—All Usage Types (per concurrent use Desktop user/per year)	\$9,750.00
	Large Country—All Usage Types (per Server Workgroup/per year)	\$19,500.00
	Large Country—All Usage Types (per Server Enterprise/per year)	\$48,750.00
	Large Country—All Usage Types (per additional 2 cores Server Enterprise/per year)	\$19,500.00
	Large Country—Display (per single use Desktop user/per year)	\$780.00
	Large Country—Display (per concurrent use Desktop user/per year)	\$1,950.00
	Large Country—Display (per Server Workgroup/per year)	\$3,900.00
	Large Country—Display (per Server Enterprise/per year)	\$9,750.00
	Large Country—Display (per additional 2 cores Server Enterprise/per year)	\$3,900.00
	Large Country—Geocode (per single use Desktop user/per year)	\$1,170.00
	Large Country—Geocode (per concurrent use Desktop user/per year)	\$2,925.00

Section	Description	Price
	Large Country—Geocode (per Server Workgroup/per year)	\$5,850.00
	Large Country—Geocode (per Server Enterprise/per year)	\$14,625.00
	Large Country—Geocode (per additional 2 cores Server Enterprise/per year)	\$5,850.00
	Large Country—Route (per single use Desktop user/per year)	\$1,950.00
	Large Country—Route (per concurrent use Desktop user/per year)	\$4,875.00
	Large Country—Route (per Server Workgroup/per year)	\$9,750.00
	Large Country—Route (per Server Enterprise/per year)	\$24,375.00
	Large Country—Route (per additional 2 cores Server Enterprise/per year)	\$9,750.00

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

CONTRACT NUMBER
11842 OC

PAGE 1 of 4	ORDER DATE 05/25/11
BUSINESS UNIT 9001	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 503958	
VENDOR ADDRESS: ESRI INC 380 NEW YORK STREET REDLANDS CALIFORNIA 92373-8118	

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

MAY 27, 2011 THROUGH JANUARY 04, 2013

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 1689 OF

To supply and deliver Esri Geographic Information System (GIS) Software Products, Maintenance Services and Training to the State of Nebraska on an as needed basis per the attached Sales and Support Contact Sheet, General Contract Requirements, Amendment 2 to the Master Purchase Agreement Contract Number 2006PA3523 (inclusive of ESRI MPA Terms and Conditions E500M 1/05 and General License Terms and Conditions E200M 3/05), Exhibit 1 Scope of Use E300 06/28/2010, Training Terms and Conditions E207 09/2009 and ESRI MPA Price List E417 10/15/2010 for the period May 27, 2011 through January 4, 2013.

Contract subject to thirty (30) days cancellation by either party upon written notice.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

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 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


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
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Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
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CONTRACT NUMBER
11842 OC

PAGE 2 of 4	ORDER DATE 05/25/11
BUSINESS UNIT 9001	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 503958	

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;
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.

Vendor Contact: Lucy Tindall, Contract Specialist
Phone: 909-793-2853 ext. 1985
Fax: 909-307-3020
E-Mail: ltindall@esri.com

Vendor Contact: Leslie Meriwether, Regional Office Administrator
Phone: 636-949-6620 ext. 8510
Fax: 636-949-6735
E-Mail: imeriwether@esri.com

Regional Office (to obtain Sales Quotes)
Esri - St. Louis Regional Office
3060 Little Hills Expy.
Saint Charles, MO 63301
636-949-6620
OR
Esri - Telebusiness Department
800-447-9778

THIS IS THE SECOND RENEWAL OF THE CONTRACT and is inclusvie of Amendment One (1). (05/25/11 djg)


BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

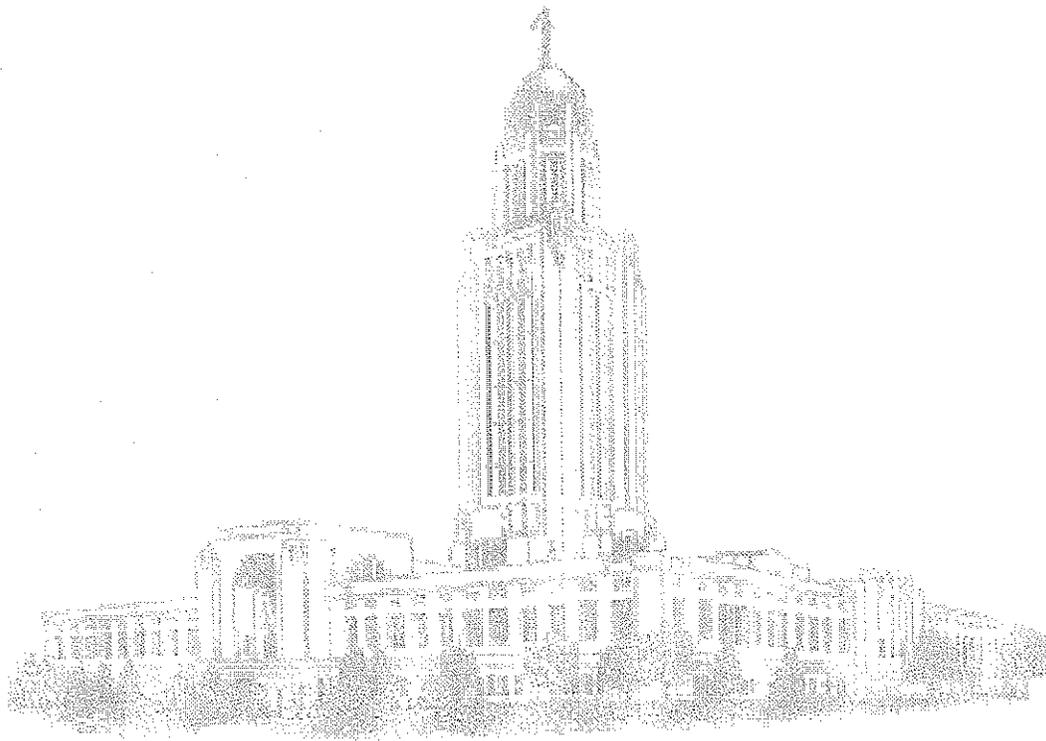
State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

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CONTRACT NUMBER
11842 OC

PAGE 3 of 4		ORDER DATE 05/25/11	
BUSINESS UNIT 9001		BUYER RUTH GRAY (AS)	
VENDOR NUMBER: 503958			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ESRI GIS PRODUCTS & SERVICES	500,000.0000	\$	1.0000



RG
BUYER INITIALS

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

SALES AND SUPPORT CONTACT LIST
STATE OF NEBRASKA
CONTRACT NO. 11842 OC
(Esri Contract No. 2006MPA3523)

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373-8100
(909)793-2853

Point of Contact:

Leslie Meriwether
Regional Office Administrator
(636) 949-6620, Ext. 8510
Fax (636) 949-6735

Regional Office (to obtain Sales Quotes):

Esri – St. Louis Regional Office
3060 Little Hills Expressway
Saint Charles, MO 63301
(636) 949-6620
OR
Esri – Telebusiness Department
(800) 447-9778

Customer Service (to place Orders):

Esri
380 New York Street
Redlands, CA 92373-8100
(909) 793-2853
(800) 330-7053 Fax

The following information/statements shall be included on each purchase order:

- Name or identification of Licensee, place of delivery, and the end user name and contact information.
- Purchase Order number.
- Date of delivery is requested (minimum thirty (30) days after Esri receipt of order).
- Primary site for maintenance, if primary maintenance is not ordered.
- Quantity, description, and unit price.
- On the face of the Purchase Order, print the following statement: "Subject to Master Purchase Agreement No 2006MPA3523 and the State of Nebraska Contract Number 11842 OC."

Remittance Address:

Esri
File No. 54630
Los Angeles, CA 90074-4630

Esri Web Site for Support Services:

Esri will provide maintenance, comprised of updates and technical support as specified in the latest maintenance program found on the Esri Web site at www.esri.com/legal/maintenance.html.

Training:

Training will be provided in accordance with the policies defined under "Training" at www.esri.com.



**Amendment No. 2
To
Master Purchase Agreement
Between
State of Nebraska
and
Environmental Systems Research Institute, Inc. (Esri)
Agreement No. 2006MPA3523**

This Amendment No. 2 to Agreement No. 2006MPA3523 (MPA) is between the parties set forth above. The MPA is changed as follows:

1. **Extension of Performance.** The period of performance for the MPA is extended through January 4, 2013.
2. **The Esri MPA Terms and Conditions (E500M 1/05) are revised as follows:**
 - A. **Article 9, Pricing.** The last sentence of the first paragraph is modified to read as follows:

Esri may update the pricing no more than once each calendar quarter, effective the following calendar quarter upon written notice to Licensee.
 - B. **Article 9, Pricing. Section 9.1 Software, Maintenance and Support.** The first sentence is modified to read as follows:

Esri will provide maintenance, comprised of updates and technical support as specified in the latest software maintenance program found on the Esri Web site at www.esri.com/legal/maintenance.html.
 - C. **Article 9, Pricing.** The following section is added between Sections 9.2 and 9.4:

9.3 Reserved
 - D. **Article 10, Terms of Compensation and Acceptance.** The **Acceptance and Payment** section is hereby renumbered as 10.2.
 - E. **Article 11, General Provisions.** The following section is added between Sections 11.7 and 11.9:

11.8 Reserved
3. **The General License Terms and Conditions (E200M 3/05) are revised as follows:**
 - A. **Article 3.5, Commercial Application Service Provider,** is changed to read as follows:

3.5 Commercial Application Service Provider—Use of ESRI Software, Data, Web Services, or Documentation in a commercial Application Service Provider (ASP) business model is subject to execution of a written ASP license agreement and the payment of the appropriate additional license fees. For purposes of this License Agreement, a commercial ASP means a Licensee who uses ESRI Software, Data, Web Services, or Documentation for a site or service, operates the site or the service for a profit, or generates revenue through direct or indirect methods (e.g., advertising or by selling data, pay-per-view, subscription fee, or similar means).
 - B. **Article 4, Scope of Use. Section 4.2 Uses Not Permitted.** Paragraph (b) is changed to read:
 - b. Except as provided herein, Licensee shall not redistribute Software activation number(s), registration number/license authorization file(s), developer license file(s), or Web Services access codes to third parties.
 - C. **Article 4, Scope of Use. Section 4.2 Uses Not Permitted.** Paragraph (j) is changed to read as follows:

- j. Licensee shall not unbundle individual or component parts of Software or Data for independent use.
- D. **Article 7, Limited Warranties and Disclaimers.** The "Exclusive Remedy" provision is hereby renumbered as Section 7.5.
- E. **Article 7, Limited Warranties and Disclaimers.** The following Disclaimer is added as Section 7.4.

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

- F. **Article 10.2 Export Control Regulations** is changed to read as follows:

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

- G. **Article 11 General Provisions.** The following Work Eligibility Status has been added as 11.14 and Debarment as 11.15:

11.14 New Employee Work Eligibility Status

ESRI 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 means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

11.15 Certification Regarding Debarment, Suspension and Ineligibility

ESRI certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). ESRI shall immediately notify the Department if, during the term of this contract, ESRI becomes debarred. The Department may immediately terminate this contract by providing ESRI written notice if it becomes debarred during the term of this contract.

- 4. **Exhibit 1, Scope of Use.** The existing Exhibit 1, Scope of Use (E300, 5/09) is deleted in its entirety and replaced with an updated Exhibit 1, Scope of Use (E300, 3/29/2011).
- 5. **Training Terms and Conditions.** The existing Esri Client Site Training Terms and Conditions (E207, 1/08) are deleted in their entirety and replaced with updated Training Terms and Conditions (E207, 9/2009).
- 6. **Esri MPA Pricelist.** The existing Esri MPA Pricelist, (E417, 11/08) is deleted in its entirety and replaced with an updated Esri MPA Pricelist (E417, 10/15/2010).

All other terms and conditions shall remain the same.

Accepted and agreed with the intent to be legally bound:

STATE OF NEBRASKA
(Licensee)

Signature: _____

Printed Name: _____

Title: _____

Date: _____


Steve Sulek
Materiel Administrator
May 27, 2011

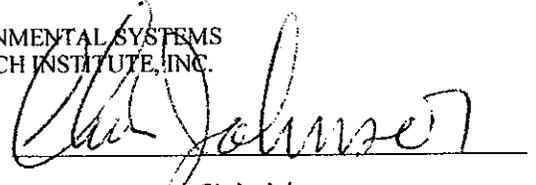
ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: _____

Printed Name: _____

Title: _____

Date: _____


Chris Johnson
Manager, Domestic Contracts
MAY 25 2011



**EXHIBIT 1
SCOPE OF USE
(E300 03/29/2011)**

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

The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS for INSPIRE (7, 8, 33, and 35)
 - ArcGIS Server Geoportals Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, 35, and 53)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (1 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, 45, and 48)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)

- Esri Business Analyst Server
 - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
 - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 36, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Business Analyst Server Developer (Canadian Edition) (3, 6, 25, 33, 35, 36, and 51)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- File Geodatabase API
- Geoportals Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLLIE (1)
- NetEngine Internet (5)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)
- Esri Redistricting Online (6, 25, 33, 34, and 35)

Data

- Data with ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Business Analyst (Canadian Edition) Data (either 1 or 2 and 6, 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Data (either 1 or 2 and 21, 25, 33, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) Data (either 3, 4, or 5 and 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Server Data (either 3, 4, or 5 and 21, 25, 33, 45, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook•America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

1. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single authorized end user to make a second copy for end user's exclusive use on a portable computer as long as only one (1) copy of the Software, Data, and Documentation is in use at any one (1) time. No other end user may use the Software, Data, or Documentation under the same license at the same time for any other purpose.
2. "Concurrent Use License." Licensee may install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. No other end user may use the Software, Data, or Documentation under the same license at the same time for any other purpose.
3. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
4. "Staging Server License." In addition to the Development Server License rights, Licensee may use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
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6. "Term License." License is provided for use for a limited time period or on a subscription or transaction basis.
7. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.
9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.
10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS—Java Archive (JAR) files without a license for the MapObjects—Java Edition developer kit.
11. Licensee may install and use the Software to provide services to multiple users on the same or other computer(s). The Software is licensed per server. The licensed server is the server on which Licensee installs the Spatial Data Service.
12. Software is only licensed for navigational use when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. US Patent No. 5,710,835."
15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
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 - b. Sublicensee may not use any Esri Software, Data, Web Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
 - c. Third-party dependent or required components are redistributable subject to permission from the owner or author.
 - d. Applications may be subject to deployment fees owed to Esri. Licensee shall contact its Esri distributor for details.
17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
18. The deployment license is per application per computer.
19. MapObjects—Java Edition contains Java Archive files, which indicate they are authentic Esri-certificated files when used over the Internet. Licensee shall not use Esri certification or reference Esri as a source of trusted content in any modified MapObjects—Java Archive files. Licensee may deploy the unmodified Java class Esri-certified libraries as an integral part of the Licensee's application(s).
20. Licensee may reproduce and deploy the Software provided all the following occur: (a) the Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the Esri License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement; (c) all copyright and trademark attributions/notices are reproduced; and (d) there is no charge or fee attributable to the use of the Software.

21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Tapestry Segmentation system.
22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and server development and deployment; (b) an end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer; and (c) the ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN server Software and Data may be installed on multiple computers for use by any named EDN developer.
25. Use of included third-party owned data shall be subject to the Use of Data Restrictions found at <http://www.esri.com/legal/> for the specific Data accessed. The Use of Data Restrictions may be modified by Esri from time to time. If a modification is unacceptable to Licensee, Licensee may cancel a subscription upon written notice to Esri, or discontinue use of the Data or Web Services, as applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with SQL Server 2005/2008 Express.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee data.
31. Redundant Software installation(s) for failover operations is allowed but 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. No redundant Software installation is permitted.
33. Licensee's access to and use of Cloud Bundle, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps are conditioned upon Licensee's acceptance of the Esri website and Service Terms of Use Agreement and the terms and conditions specific to Cloud Bundle, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps found at <http://www.esri.com/legal/>.
34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share the client-side data cache derived from ArcGIS Online Services with other licensed end users or third parties.
36. Licensee's use of Esri Business Analyst (Canadian Edition) Data is subject to the Use of Data Restrictions specific to Esri Business Analyst (Canadian Edition) Data found at <http://www.esri.com/legal/>.
37. Data provided with StreetMap USA 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.
38. The ArcGIS Server 3D extension included with ArcGIS Server Standard (Workgroup or Enterprise) may only be used for generating globe data cachets or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D extension Software is permitted with ArcGIS Server Standard.
39. Any editing functionality included with ArcGIS Server is not permitted for use with ArcGIS Server Basic (Workgroup or Enterprise).
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
41. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. 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.
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Server Image extension Service Definition Editor for every four (4) cores of ArcGIS Server Image extension that are licensed.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS Engine Runtime Software.

44. For any operating system environment in which Licensee runs instances of the Concurrent Use License management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use License management software in a separate operating system environment for temporary failover support.
45. Data licensed with Esri Business Analyst and Esri Business Analyst Server is restricted for use only in conjunction with the respective Business Analyst extension.
46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
47. Reserved.
48. Licensee may include reports and maps created from the Software or Data in hard-copy or read-only format for presentation packages or marketing studies for subsidiaries and customers. The total content of the Esri reports and maps must be less than twenty percent (20%) of Licensee's total content of the presentation package or marketing study. Full, complete, stand-alone reports or maps created from the Software or Data and not part of a presentation package or marketing study cannot be resold, sublicensed, or otherwise transferred without prior written permission of Esri. Licensee's third-party customer may only receive reports and maps generated by Licensee and may only use the maps and reports received from Licensee for internal purposes. In no case shall Licensee redistribute the Data in digital formats.
49. Esri MapIt Silverlight Web or WPF applications may not be deployed independent of Licensee's MapIt deployment configuration.
50. Licensee has the right to one (1) desktop deployment of Spatial Data Assistant for each Esri MapIt server license.
51. Esri Business Analyst Server Developer and Data may only be installed on one (1) server per license solely for the purposes of research, development, testing, and demonstration of a prototype application.
52. Source code is the intellectual property of Esri. Licensee shall treat any source code file identified as "Software" in a README file or at <http://www.esri.com/legal/> as a trade secret for Licensee's own internal use only and not for further redistribution or access by unlicensed third parties. Licensee shall not modify the Software, Documentation, Data, or source code to incorporate, embed, link, or otherwise include any code, libraries, or data licensed or distributed under an open source licensing or distribution models similar to Free Software Foundation's GNU General Public License (GPL) or GPL-compliant licenses, including, without limitation, the Artistic License (e.g., Perl), the Mozilla Public License, the Netscape Public License, and the Sun Community or Industry Standards License, that could require a user to make its proprietary source code available to a requesting third party.
53. Deployment license options are as follows:
 - a. A license for web applications is per the principal registered unique domain identifier. Domain is the Internet domain name registered with a domain name registrar. For example, 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.
 - b. A license for desktop applications or SharePoint is per organization. For the purposes of this license, organization is equivalent to a principal registered unique domain identifier (as described above). For example, desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.
54. ArcGIS Mobile is licensed for use with ArcGIS Server Advanced (Enterprise or Workgroup) and ArcGIS Desktop (ArcInfo, ArcEditor, ArcView, and ArcGIS Engine applications).
55. Licensee may develop software or web applications that use the Business Analyst Online API to access, query, create, display, and redistribute Reports and resulting static, electronic maps to end user(s) of Licensee's software or web applications. End user(s) of Licensee's software or web applications may use the Reports and maps for internal purposes only and not for further redistribution. "Report" means any formatted output created by the Business Analyst Online API, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats.
56. For Reports or maps displayed or posted to an external website, or Reports or maps created for Licensee's end user(s), Licensee shall affix an attribution notice to Licensee's online and/or hard-copy output that acknowledges Esri's and its third-party data supplier's intellectual property. These notices are found in the PDF format of each individual Report or as follows: "Source [Esri, Supplier]" or Copyright © [year(s)] [Esri, Supplier]. All rights reserved."
57. Licensee may only display or post any combination of 100 Business Analyst Online Reports and maps on its external websites.
58. Licensee shall order a separate Business Analyst Online subscription for each person who uses Business Analyst Online and shall provide output from the Business Analyst Online subscription only to the e-mail of the individual subscriber.

Esri MPA PRICELIST



TRAINING TERMS AND CONDITIONS

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

RECITALS

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

ARTICLE 1—TRAINING DESCRIPTION

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

ARTICLE 2—ESRI'S RESPONSIBILITIES

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

ARTICLE 3—CLIENT'S RESPONSIBILITIES

- Client must ensure the protection of Esri's copyrights. Client shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s).
- Client must not resell seat(s) to an Esri training class, unless explicitly authorized in writing by Esri.
- Client must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training Web site.
- Client must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Client submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- U.S. government export control laws and regulations prohibit U.S. persons from engaging in transactions with certain denied persons found on various U.S. Government Denied Persons lists (e.g., U.S. Department of the Treasury's Specially Designated Nationals List, U.S. Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Client must submit to the Esri Training Event Assistant a list of the names of Students that are to attend any training class. Client must submit the list of Student names to Esri at least three (3) business days before the class start date. Any Student that is found on any of the various U.S. Government Denied Persons lists will not be permitted to attend training.
- Client is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to U.S. government export regulation requirements, course scheduling changes, or cancellations.
- Client must provide written notice to Esri's Customer Service of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Client is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri.
- If the Esri Mobile Lab is utilized at Client's site, then the following terms will apply:
 - Upon receipt, Client must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant.
 - Client must keep the Mobile Lab in a secure, locked area between class sessions.

- Client must ensure that only registered Students use the Mobile Lab equipment.
 - Client is responsible for any and all loss of, damage to, or theft of the Mobile Lab while in Client's possession.
 - Client warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Under the provisions of R.R.S., 1943, Section 81-8,239.01, client self-insures all such exposures and is financially capable of retaining those losses should they occur. If there is a liability loss under the provisions of this agreement, a claim may be filed with the State Claims Board, and, if approved, will be paid from the State Tort Claims Act, R.R.S., 1943, Section 81.8,2098, et al, and any other provision of law.
 - The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
 - Client shall make the Mobile Lab available for freight pickup immediately on conclusion of the Esri course(s).
- Client must complete and submit an Esri Client Site Training Request Form, as provided by the Training Event Assistant.

ARTICLE 4—INSURANCE AND INDEMNIFICATION

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

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

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

ARTICLE 5—UNIQUE CLIENT COACHING PRIVACY TERMS

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

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

ARTICLE 6—SOFTWARE LICENSES

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

ARTICLE 7—CANCELLATION AND RESCHEDULING POLICY

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

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

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

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

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

ARTICLE 8—PAYMENT

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

If payment is made in the form of a purchase order, Esri shall invoice Client upon completion of each training course or immediately upon receipt of purchase order, as mutually agreed upon with the Client. Client shall make payment no later than thirty (45) days after receipt of a valid invoice. If the Client is invoiced and pays that invoice prior to the scheduled class, then the Client has one (1) calendar year (twelve [12] consecutive months) from the date of the invoice to consume the prepaid monies. Thereafter, all prepaid fees are forfeited.

ARTICLE 9—CONFIDENTIAL INFORMATION

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

ARTICLE 10—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

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

ARTICLE 11—FORCE MAJEURE

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

ARTICLE 12—WARRANTY

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

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

ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

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

ARTICLE 14—EXPORT CONTROL REGULATIONS

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

ARTICLE 15—TAXES

Training provided is quoted exclusive of all state, local, value-added, or other taxes; customs; or duties or other charges (other than income taxes payable by Esri). In the event such taxes or charges become applicable to Esri's training or deliverables, Client shall pay any such applicable tax upon receipt of written notice that such taxes or charges are due. Client is not required to pay taxes of any kind and assumes no liability as a result of this Agreement.

ARTICLE 16—UCC INAPPLICABILITY

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



**EXHIBIT 1
SCOPE OF USE
(E300 10/15/2010)**

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

The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, 35, and 53)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (either 1 or 2 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)

- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)
- Esri Business Analyst Server
 - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
 - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)

Data

- ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook•America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

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6. "Term License." License is provided for use for a limited time period or on a subscription or transaction basis.
7. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.
9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.
10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS—Java Archive (JAR) files without a license for the MapObjects—Java Edition developer kit.
11. Licensee may install and use the Software to provide services to multiple users on the same or other computer(s). The Software is licensed per server. The licensed server is the server on which Licensee installs the Spatial Data Service.
12. Software is only licensed for navigational use when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
16. Licensee may deliver applications to its sublicensee(s) provided Licensee uses a written sublicense agreement that protects Esri's rights in its Software, Data, Web Services, and Documentation to the same extent as the Esri License Agreement including, but not limited to, the following terms:
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17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
18. The deployment license is per application per computer.
19. MapObjects—Java Edition contains Java Archive files, which indicate they are authentic Esri-certificated files when used over the Internet. Licensee shall not use Esri certification or reference Esri as a source of trusted content in any modified MapObjects—Java Archive files. Licensee may deploy the unmodified Java class Esri-certified libraries as an integral part of the Licensee's application(s).
20. Licensee may reproduce and deploy the Software provided all the following occur: (a) the Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the Esri License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement; (c) all copyright and trademark attributions/notices are reproduced; and (d) there is no charge or fee attributable to the use of the Software.
21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Tapestry Segmentation system.

22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and server development and deployment; (b) an end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer; and (c) the ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN server Software and Data may be installed on multiple computers for use by any named EDN developer.
25. Use of included third-party owned data shall be subject to the Use of Data Restrictions found at <http://www.esri.com/legal/> for the specific Data accessed. The Use of Data Restrictions may be modified by Esri from time to time. If a modification is unacceptable to Licensee, Licensee may cancel a subscription upon written notice to Esri, or discontinue use of the Data or Web Services, as applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from Web applications.
29. Software can only be used with SQL Server 2005/2008 Express.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee data.
31. Redundant Software installation(s) for failover operations is allowed but 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. No redundant Software installation is permitted.
33. Licensee's access to and use of Cloud Bundle, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps are conditioned upon Licensee's acceptance of the Esri Web Site and Service Terms of Use Agreement and the terms and conditions specific to Cloud Bundle, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps found at <http://www.esri.com/legal/>.
34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share the client-side data cache derived from ArcGIS Online Services with other licensed end users or third parties.
36. Reserved.
37. Data provided with StreetMap USA 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.
38. The ArcGIS Server 3D extension included with ArcGIS Server Standard (Workgroup or Enterprise) may only be used for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D extension Software is permitted with ArcGIS Server Standard.
39. Any editing functionality included with ArcGIS Server is not permitted for use with ArcGIS Server Basic (Workgroup or Enterprise).
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
41. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. 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.
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Server Image extension Service Definition Editor for every four (4) cores of ArcGIS Server Image extension that are licensed.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS Engine Runtime Software.
44. For any operating system environment in which Licensee runs instances of the Concurrent Use License management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use License management software in a separate operating system environment for temporary failover support.

45. Data licensed with Esri Business Analyst and Esri Business Analyst Server is restricted for use only in conjunction with the respective Business Analyst extension.
46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
47. Reserved.
48. Licensee may include reports and maps created from the Software or Data in hard-copy or read-only format for presentation packages or marketing studies for subsidiaries and customers. The total content of the Esri reports and maps must be less than twenty percent (20%) of Licensee's total content of the presentation package or marketing study. Full, complete, stand-alone reports or maps created from the Software or Data and not part of a presentation package or marketing study cannot be resold, sublicensed, or otherwise transferred without prior written permission of Esri. Licensee's third-party customer may only receive reports and maps generated by Licensee and may only use the maps and reports received from Licensee for internal purposes. In no case shall Licensee redistribute the Data in digital formats.
49. Esri MapIt Silverlight Web or WPF applications may not be deployed independent of Licensee's MapIt deployment configuration.
50. Licensee has the right to one (1) desktop deployment of Spatial Data Assistant for each Esri MapIt server license.
51. Esri Business Analyst Server Developer and Data may only be installed on one (1) server per license solely for the purposes of research, development, testing, and demonstration of a prototype application.
52. Source code is the intellectual property of Esri. Licensee shall treat any source code file identified as "Software" in a README file or at <http://www.esri.com/legal/> as a trade secret for Licensee's own internal use only and not for further redistribution or access by unlicensed third parties. Licensee shall not modify the Software, Documentation, Data, or source code to incorporate, embed, link, or otherwise include any code, libraries, or data licensed or distributed under an open source licensing or distribution models similar to Free Software Foundation's GNU General Public License (GPL) or GPL-compliant licenses, including, without limitation, the Artistic License (e.g., Perl), the Mozilla Public License, the Netscape Public License, and the Sun Community or Industry Standards License, that could require a user to make its proprietary source code available to a requesting third party.
53. Deployment license options are as follows:
 - a. A license for Web applications is per the principal registered unique domain identifier. Domain is the Internet domain name registered with a domain name registrar. For example, 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.
 - b. A license for desktop applications or SharePoint is per organization. For the purposes of this license, organization is equivalent to a principal registered unique domain identifier (as described above). For example, desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.
54. ArcGIS Mobile is licensed for use with ArcGIS Server Advanced (Enterprise or Workgroup) and ArcGIS Desktop (ArcInfo, ArcEditor, ArcView, and ArcGIS Engine applications).
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**ESRI MPA PRICE LIST
(E417 10/15/2010)**

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MPA Price List
E417—4Q10

Section	Description	Price
1	ArcGIS Concurrent Use Licenses	
	ArcInfo Concurrent Use License	\$8,910.00
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000.00
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200.00
	ArcEditor Concurrent Use License	\$6,300.00
	ArcView Concurrent Use License	\$3,150.00
	ArcGIS Spatial Analyst Concurrent Use License	\$2,250.00
	ArcGIS 3D Analyst Concurrent Use License	\$2,250.00
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,250.00
	ArcGIS Publisher Concurrent Use License	\$2,250.00
	ArcGIS Tracking Analyst Concurrent Use License	\$2,250.00
	ArcGIS ArcScan Concurrent Use License	\$2,250.00
	ArcGIS Maplex Concurrent Use License	\$2,250.00
	ArcGIS Data Interoperability Concurrent Use License	\$2,250.00
	ArcGIS Network Analyst Concurrent Use License	\$2,250.00
	ArcGIS Schematics Concurrent Use License	\$2,250.00
	ArcGIS Workflow Manager Concurrent Use License	\$2,250.00
	ArcGIS Data Reviewer Concurrent Use License	\$2,250.00
1	ArcGIS Concurrent Use Maintenance	
	Primary Maintenance for ArcView Concurrent Use License	\$700.00
	Secondary Maintenance for ArcView Concurrent Use License	\$500.00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer Concurrent Use License	\$500.00

Section	Description	Price
	Secondary Maintenance for ArcGIS Data Reviewer Concurrent Use License	\$200.00
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200.00
1	ArcGIS Single Use Licenses	
	ArcInfo Single Use License	\$8,910.00
	ArcEditor Single Use License	\$6,300.00
	ArcGIS ArcView Single Use Unkeyed License	\$1,350.00
	ArcGIS ArcView Single Use Keyed License	\$1,350.00
	ArcGIS Spatial Analyst Single Use License	\$2,250.00
1	ArcGIS Extensions Single Use Licenses	
	ArcGIS 3D Analyst Single Use License	\$2,250.00
	ArcGIS Geostatistical Analyst Single Use License	\$2,250.00
	ArcGIS Publisher Single Use License	\$2,250.00
	ArcGIS Tracking Analyst Single Use License	\$2,250.00
	ArcGIS ArcScan Single Use License	\$2,250.00
	ArcGIS Maplex Single Use License	\$2,250.00
	ArcGIS Data Interoperability Single Use License	\$2,250.00
	ArcGIS Network Analyst Single Use License	\$2,250.00
	ArcGIS Schematics Single Use License	\$2,250.00
	ArcGIS Workflow Manager Single Use License	\$2,250.00
	ArcGIS Data Reviewer Single Use License	\$2,250.00
1	ArcGIS Single Use Maintenance	
	Primary Maintenance for ArcInfo Single Use License (Core Only)	\$3,000.00
	Secondary Maintenance for ArcInfo Single Use License (Core Only)	\$1,200.00
	Primary Maintenance for ArcInfo ArcGIS Spatial Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Spatial Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Geostatistical Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Geostatistical Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Network Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Network Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS 3D Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS 3D Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Tracking Analyst Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Tracking Analyst Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Publisher Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Publisher Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Schematics Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Schematics Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Data Interoperability Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Data Interoperability Extension Single Use License	\$200.00
	Primary Maintenance for ArcInfo ArcGIS Data Reviewer Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Data Reviewer Extension Single Use License	\$200.00

Section	Description	Price
	Primary Maintenance for ArcInfo ArcGIS Workflow Manager Extension Single Use License	\$500.00
	Secondary Maintenance for ArcInfo ArcGIS Workflow Manager Extension Single Use License	\$200.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$900.00
	Primary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,500.00
	Secondary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,200.00
	Primary Maintenance for ArcEditor Single Use with Extensions	\$2,100.00
	Secondary Maintenance for ArcEditor Single Use with Extensions	\$1,800.00
1	ArcGIS Mobile	
	ArcGIS Mobile Desktop—5-pack bundle	\$1,350.00
	Annual Maintenance for ArcGIS Mobile Desktop—5-pack bundle	\$300.00
1	Maintenance Activation Program	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$1,050.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$750.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$300.00
1	ArcGIS Upgrades	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be current on maintenance to qualify.)	\$1,800.00

Section	Description	Price
1	Upgrade from One ArcGIS Product to Another	
	Upgrade from ArcView Single Use to ArcEditor Single Use	\$4,950.00
	Upgrade from ArcView Single Use to ArcEditor Concurrent Use USB	\$4,950.00
	Upgrade from ArcView Single Use to ArcInfo	\$7,560.00
	Upgrade from ArcView Concurrent Use to ArcEditor	\$3,150.00
	Upgrade from ArcView Concurrent Use to ArcInfo	\$5,760.00
	Upgrade from ArcEditor to ArcInfo	\$2,610.00
1	ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000.00
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,600.00
	ArcCOGO 7.x or 8.0.x Extension Floating License	\$2,250.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$500.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$200.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcStorm First License (3 seats) Annual Maintenance	\$500.00
	ArcStorm Additional License (each additional seat) Annual Maintenance	\$100.00
1	ArcPress for ArcView	
	ArcPress for ArcView UNIX License	\$285.00
	ArcPress for ArcView Windows/Windows NT License	\$285.00
2	ArcView 3.x and Extensions	
2	UNIX	
	ArcView 3.x for UNIX License Qty. 1–5 (each)	\$1,976.00
	ArcView 3.x for UNIX License Qty. 6–25 (each)	\$1,976.00
	ArcView 3.x for UNIX License Qty. 26+ (each)	\$1,756.00
	ArcView 3.x for UNIX License Primary Maintenance	\$700.00
	ArcView 3.x for UNIX License Secondary Maintenance	\$500.00
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	\$484.00
	ArcView Network Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,287.00
	ArcView Network Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,246.00
	ArcView Network Analyst Extension for UNIX License Qty. 26+ (each)	\$1,996.00
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,287.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,246.00

Section	Description	Price
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	\$1,996.00
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,746.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,696.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	\$2,396.00
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView 3D Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,746.00
	ArcView 3D Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,696.00
	ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each)	\$2,396.00
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200.00
2	Windows/Windows NT	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$1,076.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$1,076.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$956.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$900.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,371.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,346.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,196.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,371.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,346.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,196.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,287.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,246.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,996.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,287.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,246.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,996.00
2	ArcView StreetMap	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$454.00
4	ArcGIS Engine Runtime Licenses	
	ArcGIS Engine Runtime Single Use License	\$450.00
	ArcGIS Engine Runtime Concurrent Use License	\$1,125.00
4	ArcGIS Engine Runtime Extensions	
	ArcGIS Engine Runtime 3D Extension License	\$900.00
	ArcGIS Engine Runtime Spatial Extension License	\$900.00
	ArcGIS Engine Runtime Geodatabase (GDB) Update Extension License	\$900.00

Section	Description	Price
	ArcGIS Engine Runtime Network Extension License	\$900.00
	ArcGIS Engine Runtime Schematics Extension License	\$900.00
	ArcGIS Engine Runtime Tracking Extension License	\$900.00
	ArcGIS Engine Runtime Maplex Extension License	\$900.00
	ArcGIS Engine Runtime Data Interoperability Extension License	\$900.00
4	ArcGIS Engine Runtime Maintenance	
	Maintenance for ArcGIS Engine Runtime Single Use License without Extensions	\$100.00
	Maintenance for ArcGIS Engine Runtime Single Use License with Extensions	\$400.00
	Primary Maintenance for ArcGIS Engine Runtime Concurrent Use License	\$250.00
	Secondary Maintenance for ArcGIS Engine Runtime Concurrent Use License	\$185.00
	Primary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	\$150.00
5	ArcGIS Server	
5	ArcGIS Server—Enterprise	
5	Enterprise Advanced	
	ArcGIS Server Enterprise Advanced (up to four cores)	\$36,000.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced (up to four cores)	\$10,000.00
	ArcGIS Server Enterprise Advanced (additional cores)	\$9,000.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced (additional cores)	\$2,500.00

Section	Description	Price
5	Enterprise Standard	
	ArcGIS Server Enterprise Standard (up to four cores)	\$18,000.00
	Annual Maintenance for ArcGIS Server Enterprise Standard (up to four cores)	\$5,000.00
	ArcGIS Server Enterprise Standard (additional cores)	\$4,500.00
5	Enterprise Basic	
	ArcGIS Server Enterprise Basic (up to four cores)	\$9,000.00
	Annual Maintenance for ArcGIS Server Enterprise Basic (up to four cores)	\$3,000.00
	ArcGIS Server Enterprise Basic (additional cores)	\$2,250.00
5	Workgroup	
	ArcGIS Server Workgroup Advanced (up to two cores)	\$9,000.00
	Annual Maintenance for ArcGIS Server Workgroup Advanced (up to two cores)	\$2,500.00
	ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	\$4,500.00
5	Annual Maintenance for ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	\$1,250.00
	ArcGIS Server Workgroup Standard (up to two cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Workgroup Standard (up to two cores)	\$1,250.00
	ArcGIS Server Workgroup Standard (additional core—maximum four cores per server)	\$2,250.00
	Annual Maintenance for ArcGIS Server Workgroup Standard (additional cores—maximum four cores per server)	\$625.00
	ArcGIS Server Workgroup Basic (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$1,250.00
	ArcGIS Server Enterprise Extensions	
	ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows License (up to four cores)	\$9,000.00
	ArcGIS Server Image Extension Advanced Enterprise for Windows License (up to four cores)	\$9,000.00
	ArcGIS Server Workflow Manager Extension Advanced Enterprise for Windows License (up to four cores)	\$9,000.00
	ArcGIS Server Schematics Extension Advanced Enterprise for Windows License (up to four cores)	\$9,000.00
	ArcGIS Server Geoportals Extension Advanced Enterprise for Windows License (up to four cores)	\$3,150.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Image Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Workflow Manager Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
Annual Maintenance for ArcGIS Server Schematics Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00	
Annual Maintenance for ArcGIS Server Geoportals Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00	
ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$9,000.00	
ArcGIS Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$9,000.00	
ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$9,000.00	

Section	Description	Price
	ArcGIS Server Standard Enterprise Image Extension (up to four cores)	\$9,000.00
	ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores)	\$3,150.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Image Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores)	\$2,500.00
	ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Server Image Extension Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Server Workflow Manager Extension Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores)	\$788.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Image Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Workflow Manager Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores)	\$625.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	\$2,250.00
	ArcGIS Server Enterprise Standard Workflow Manager Extension (additional cores)	\$2,250.00
	ArcGIS Server Enterprise Standard Network Extension (additional cores)	\$2,250.00
	ArcGIS Server Enterprise Standard Image Extension (additional cores)	\$2,250.00
	ArcGIS Server Enterprise Standard Geoportal Extension (additional cores)	\$788.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Workflow Manager Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Network Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Image Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Geoportal Extension (additional cores)	\$625.00
5	ArcGIS Server Workgroup Extensions	
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00

Section	Description	Price
	ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
5	ArcGIS Server Upgrades	
5	ArcGIS Server Upgrade Enterprise to Enterprise	
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	\$27,000.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	\$18,000.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Standard License	\$2,250.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Advanced License	\$6,750.00
	ArcGIS Server Additional Cores Enterprise Standard Upgrade to Enterprise Advanced License	\$4,500.00
5	ArcGIS Server Upgrades Workgroup to Workgroup	
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard (up to four cores)	\$4,500.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced (up to four cores)	\$13,500.00
	ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced (up to four cores)	\$9,000.00
5	ArcGIS Server Upgrades—Workgroup to Enterprise	
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic (up to four cores)	\$4,500.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard (up to four cores)	\$13,500.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced (up to four cores)	\$31,500.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced (up to four cores)	\$27,000.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced (up to four cores)	\$18,000.00
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	\$13,500.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	\$31,500.00

Section	Description	Price
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	\$9,000.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	\$27,000.00
5	ArcGIS Server—Enterprise (Staging Server)	
5	Enterprise Advanced (Staging Server)	
	ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	\$19,344.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	\$5,000.00
	ArcGIS Server Enterprise Advanced Staging Server (additional cores)	\$4,836.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (additional cores)	\$1,250.00
5	Enterprise Standard (Staging Server)	
	ArcGIS Server Enterprise Standard Staging Server (up to four cores)	\$9,672.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (up to four cores)	\$2,500.00
	ArcGIS Server Enterprise Standard Staging Server (additional cores)	\$2,418.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (additional cores)	\$625.00
5	Enterprise Basic (Staging Server)	
	ArcGIS Server Enterprise Basic Staging Server (up to four cores)	\$4,836.00
	Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (up to four cores)	\$1,500.00
	ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$1,209.00
	Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$375.00
5	ArcGIS Server Extensions (Staging Server)	
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores)	\$1,693.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Advanced Enterprise ArcGIS Workflow Manager Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$1,209.00

Section	Description	Price
	ArcGIS Server Staging Server Advanced Enterprise Geoportals Extension (additional cores)	\$424.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportals Extension (additional cores)	\$313.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	\$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Geoportals Extension (up to four cores)	\$1,693.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Geoportals Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	\$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Geoportals Extension (additional cores)	\$424.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Geoportals Extension (additional cores)	\$313.00
5	ArcGIS Server Staging Server Upgrades	
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	\$4,500.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	\$13,500.00

Section	Description	Price
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	\$9,000.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (additional cores)	\$1,125.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (additional cores)	\$3,375.00
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (additional cores)	\$2,250.00
7	ArcIMS	
	ArcIMS Full Use Deployment (up to two cores)	\$4,500.00
	ArcIMS Full Use Deployment (additional core—maximum four cores per server)	\$2,250.00
	ArcIMS Full Use Deployment (up to two cores) Maintenance	\$1,000.00
	ArcIMS Full Use Deployment (additional core) Maintenance	\$500.00
	ArcIMS Full Use Deployment Staging Server (up to two cores)	\$2,250.00
	ArcIMS Full Use Deployment Staging Server (additional cores—maximum four cores per server)	\$1,125.00
	ArcIMS Full Use Deployment Staging Server (up to two cores) Maintenance	\$500.00
	ArcIMS Full Use Deployment Staging Server (additional cores) Maintenance	\$250.00
8	Business Applications Software	
8	Esri Business Analyst Desktop—Single Use Licenses	
	Esri Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$16,646.00
	Esri Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$12,146.00
	Esri Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$7,646.00
8	Esri Business Analyst Desktop—Concurrent Use Licenses	
	Esri Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$16,646.00
	Esri Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$12,146.00
	Esri Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$7,646.00
8	Esri Business Analyst Desktop Maintenance—Concurrent Use and Single Use	
	Annual Maintenance for Esri Business Analyst (National Dataset) Software License (per license)	\$14,795.00
	Annual Maintenance for Esri Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$10,795.00
	Annual Maintenance for Esri Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$6,795.00
8	Esri Business Analyst Desktop Premium—Concurrent Use Licenses	
	Esri Business Analyst Desktop Premium—National Concurrent Use License	\$36,896.00
	Esri Business Analyst Desktop Premium—Regional Concurrent Use License	\$26,541.00
	Esri Business Analyst Desktop Premium—State Concurrent Use License	\$16,565.00
8	Esri Business Analyst Desktop Premium—Single Use Licenses	
	Esri Business Analyst Desktop Premium—National Single Use License	\$36,896.00
	Esri Business Analyst Desktop Premium—Regional Single Use License	\$26,541.00
	Esri Business Analyst Desktop Premium—State Single Use License	\$16,565.00

Section	Description	Price
8	Annual Maintenance for Esri Business Analyst Desktop Premium—Concurrent Use and Single Use	
	Annual Maintenance for Esri Business Analyst Desktop Premium—National Concurrent Use and Single Use	\$32,795.00
	Annual Maintenance for Esri Business Analyst Desktop Premium—Regional Concurrent Use and Single Use	\$23,590.00
	Annual Maintenance for Esri Business Analyst Desktop Premium—State Concurrent Use and Single Use	\$14,720.00
8	Esri Business Analyst for Canada	
	Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$22,950.00
	Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$22,950.00
	Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$9,180.00
	Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$9,180.00
	Annual Maintenance for Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance (per license)	\$20,400.00
	Annual Maintenance for Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$8,160.00
8	Esri Business Analyst Server	
8	Esri Business Analyst Server Enterprise Advanced	
	Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (up to four cores)	\$135,000.00
	Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (additional core)	\$33,750.00
	Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (up to four cores) Maintenance	\$100,000.00
	Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (additional core) Maintenance	\$25,000.00
8	Esri Business Analyst Server Workgroup Advanced	
	Business Analyst Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$67,500.00
	Annual Maintenance for Esri Business Analyst Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$50,000.00
8	Esri Business Analyst Online	
	Esri Business Analyst Online—12-Month Premium Subscription	\$2,250.00
	Esri Business Analyst Online—24-Month Premium Subscription	\$896.00
9	Tracking Server	
	Tracking Server for Windows (up to two cores)	\$9,672.00
	Tracking Server for Windows (additional core)	\$4,836.00
	Annual Maintenance for Tracking Server (up to two cores)	\$2,500.00
	Annual Maintenance for Tracking Server (additional core)	\$1,250.00
9	Tracking Server (Staging Servers)	
	Tracking Server Staging Server for Windows (up to two cores)	\$4,836.00
	Tracking Server Staging Server for Windows (additional core)	\$2,418.00
	Annual Maintenance for Tracking Server Staging Server (up to two cores)	\$1,250.00
	Annual Maintenance for Tracking Server Staging Server (additional cores)	\$625.00

Section	Description	Price	
10	ArcLogistics		
	ArcLogistics Single Use License	\$7,200.00	
	ArcLogistics Concurrent Use License	\$18,000.00	
	ArcLogistics Single Use Annual Maintenance	\$1,600.00	
	ArcLogistics Concurrent Use Annual Maintenance	\$4,000.00	
	ArcLogistics Tele Atlas Street Data North America—Single Use	\$2,200.00	
	ArcLogistics NAVTEQ Street Data North America—Single Use	\$2,200.00	
	ArcLogistics Tele Atlas Street Data Europe—Single Use	\$2,200.00	
	ArcLogistics NAVTEQ Street Data Europe—Single Use	\$2,200.00	
	ArcLogistics Tele Atlas Street Data North America—Single Use Annual Maintenance	\$1,600.00	
	ArcLogistics NAVTEQ Street Data North America—Single Use Annual Maintenance	\$1,600.00	
	ArcLogistics Tele Atlas Street Data Europe—Single Use Annual Maintenance	\$1,600.00	
	ArcLogistics NAVTEQ Street Data Europe—Single Use Annual Maintenance	\$1,600.00	
	ArcLogistics Tele Atlas Street Data North America—Concurrent Use	\$5,500.00	
	ArcLogistics NAVTEQ Street Data North America—Concurrent Use	\$5,500.00	
	ArcLogistics Tele Atlas Street Data Europe—Concurrent Use	\$5,500.00	
	ArcLogistics NAVTEQ Street Data Europe—Concurrent Use	\$5,500.00	
	ArcLogistics Tele Atlas Street Data North America—Concurrent Use Annual Maintenance	\$4,000.00	
	ArcLogistics NAVTEQ Street Data North America—Concurrent Use Annual Maintenance	\$4,000.00	
	ArcLogistics Tele Atlas Street Data Europe—Concurrent Use Annual Maintenance	\$4,000.00	
	ArcLogistics NAVTEQ Street Data Europe—Concurrent Use Annual Maintenance	\$4,000.00	
	10	ArcLogistics Navigator	
		ArcLogistics Navigator—Single Use License (5-pack bundle)	\$900.00
		ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle)	\$400.00
		ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle)	\$600.00
ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle)		\$400.00	
ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle)		\$600.00	
Annual Maintenance for ArcLogistics Navigator—Single Use License (5-pack bundle)		\$200.00	
Annual Maintenance for ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle)		\$300.00	
Annual Maintenance for ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle)		\$500.00	
Annual Maintenance for ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle)		\$300.00	
Annual Maintenance for ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle)		\$500.00	
10		ArcLogistics using ArcGIS Online	
		ArcLogistics using ArcGIS Online—Annual Fee—Up to 5 Vehicles	\$1,000.00
		ArcLogistics using ArcGIS Online—Annual Fee—Up to 10 Vehicles	\$2,000.00
		ArcLogistics using ArcGIS Online—Annual Fee—Up to 20 Vehicles	\$3,500.00
	ArcLogistics using ArcGIS Online—Annual Fee—Up to 50 Vehicles	\$4,500.00	
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 5 Vehicles	\$100.00	
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 10 Vehicles	\$200.00	
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 20 Vehicles	\$350.00	
ArcLogistics using ArcGIS Online—Monthly Fee—Up to 50 Vehicles	\$450.00		

Section	Description	Price
11	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
	Tapestry ZIP + 4 Add-on National—Per User License	\$21,600.00
	Tapestry ZIP + 4 Add-on Regional—Per User License	\$12,960.00
	Tapestry ZIP + 4 Add-on State—Per User License	\$8,640.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on National—Per User License	\$19,200.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on Regional—Per User License	\$11,520.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on State—Per User License	\$7,680.00
11	Esri StreetMap Premium Advanced NAVTEQ Data	
	United States—All usage types (per single use Desktop user/per year)	\$8,800.00
	United States—All usage types (per concurrent use Desktop user/per year)	\$22,000.00
	United States—All usage types (per Workgroup Server/per year)	\$44,000.00
	United States—All usage types (per Enterprise Server/per year)	\$110,000.00
	United States—All usage types (per additional 2 cores Enterprise Server/per year)	\$44,000.00
	United States—Display (per single use Desktop user/per year)	\$1,200.00
	United States—Display (per concurrent use Desktop user/per year)	\$3,000.00
	United States—Display (per Workgroup Server/per year)	\$6,000.00
	United States—Display (per Enterprise Server/per year)	\$15,000.00
	United States—Display (per additional 2 cores Enterprise Server/per year)	\$6,000.00
	United States—Geocode (per single use Desktop user/per year)	\$3,100.00
	United States—Geocode (per concurrent use Desktop user/per year)	\$7,750.00
	United States—Geocode (per Workgroup Server/per year)	\$15,500.00
	United States—Geocode (per Enterprise Server/per year)	\$38,750.00
	United States—Geocode (per additional 2 cores Enterprise Server/per year)	\$15,500.00
	United States—Route (per single use Desktop user/per year)	\$4,500.00
	United States—Route (per concurrent use Desktop user/per year)	\$11,250.00
	United States—Route (per Workgroup Server/per year)	\$22,500.00
	United States—Route (per Enterprise Server/per year)	\$56,250.00
	United States—Route (per additional 2 cores Enterprise Server/per year)	\$22,500.00
	State—All usage types (per single use Desktop user/per year)	\$2,900.00

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

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

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

Section	Description	Price
	Other Software	
12	MapIt	
	MapIt Deployment Server License (per server)	\$4,050.00
	MapIt Deployment Server License (per server)—Annual Maintenance	\$900.00
12	Maplex	
	Maplex First Single Use License	\$14,507.00
	Maplex Second Single Use License	\$14,000.00
	Maplex Third Single Use License	\$11,500.00
	Maplex Single Use License Annual Primary Maintenance	\$3,750.00
	Maplex Single Use License Annual Secondary Maintenance	\$1,500.00
12	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
	Esri Aeronautical Solution Concurrent Use License	\$9,000.00
	Esri Aeronautical Solution Single Use License	\$9,000.00
	Annual Maintenance for Esri Aeronautical Solution Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Aeronautical Solution Single Use License	\$2,500.00
	Esri Nautical Solution Concurrent Use License	\$9,000.00
	Esri Nautical Solution Single Use License	\$9,000.00
	Annual Maintenance for Esri Nautical Solution Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Nautical Solution Single Use License	\$2,500.00
13	Mobile GIS	
13	ArcPad	
13	ArcPad 7.1	
	ArcPad Single Use License	\$446.00
	ArcPad 5.x/6.x Upgrade to 7.x	\$145.00
13	ArcPad 8.0	
	ArcPad Single Use License	\$630.00
	ArcPad Single Use License Annual Maintenance	\$250.00
	ArcPad 5.x/6.x/7.x Upgrade to 10	\$242.00
14	Esri Developer Network (EDN)	
	Annual License for Esri Developer Network (EDN) without ArcView	\$1,451.00
	EDN with ArcView Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$1,934.00
	EDN with ArcEditor Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$2,902.00
	EDN with ArcInfo Desktop License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$3,869.00

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

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

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

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail 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
11842 OC

PAGE 1 OF 3	ORDER DATE 07/23/09
BUSINESS UNIT 9001	BUYER RUTH GRAY
VENDOR NUMBER: 503958	
VENDOR ADDRESS: ESRI INC 380 NEW YORK STREET REDLANDS CA 92373-8118	

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

JULY 27, 2009 THROUGH JANUARY 04, 2011

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 11842 OC

Contract awarded from: 1689 OF

To supply and deliver ESRI Geographic Information System (GIS) Software Products, Maintenance Services and Training on an as needed basis as per the attached Amendment No. 1 to the Master Purchase Agreement Contract Number 2006MPA3523 for the period July 27, 2009 through January 4, 2011, with the option to renew for one (1) additional one (1) year period as mutually agreed upon by all parties.

CONTRACT SPECIALIST: Lucy Tindall
PHONE: 909-793-2853 ext. 1985
FAX: 909-307-3020
EMAIL: ltindall@esri.com

SALES: Joe Eckmann
ADDRESS: Environmental Systems Research Institute, Inc., 8700 State Line Road, Suite 315, Leawood, KS 66206
PHONE: 913-383-8253, ext. 13
FAX: 913-341-9410
EMAIL: jeckmann@esri.com

AMENDMENT ONE (1) - Changed ESRI MPA Price List Version E413 10/06 to ESRI MPA Price List Version E412 11/06 on text attachment of line item 1. In Section I, General Contract Requirements, Master Purchase Agreement, item 5, changed from ESRI MPA Price List, E413 10/06 to ESRI MPA Price List, E412 11/06. (1/12/07 gb)

THIS IS THE FIRST RENEWAL OF THE CONTRACT. (07/23/09: djg)

Line	Description	Est. Qty	Unit of Measure	Unit Price
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BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail 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
11842 OC

PAGE 2 OF 3	ORDER DATE 07/23/09
BUSINESS UNIT 9001	BUYER RUTH GRAY
VENDOR NUMBER: 503958	

Line	Description	Est. Qty	Unit of Measure	Unit Price
1	ESRI GIS products & services	500000	\$	1.0000
	Original/Bid Document 1689 OF;			

Original Line #1

Supply and deliver ESRI Geographic Information System (GIS) Software Products, Maintenance Services and Training to the State of Nebraska per the attached Sales and Support Contact Sheet, General Contract Requirements, Amendment No. 1 to the Master Purchase Agreement Contract Number 2006 MPA 3523, Exhibit 1, Scope of Use (E300, 5/09), Training Terms and Conditions (E 207, 2/09) and ESRI MPA Price List, E417, 11/08.

RG
BUYER INITIALS

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



ESRI

ESRI, 380 New York Street, Redlands, CA 92373-8100, USA • FAX 909-793-5953

**SALES AND SUPPORT CONTACT LIST
STATE OF NEBRASKA
CONTRACT NO. 11842 0C
(ESRI Contract No. 2006MPA3523)**

Environmental Systems Research Institute, Inc. (ESRI)
380 New York Street
Redlands, CA 92373-8100
(909) 793-2853

Point of Contact

Lucy Tindall
Contract Specialist
(909) 793-2853, x 1985
(909) 307-3020 Fax
ltindall@esri.com

Regional Office (to obtain Sales Quotes)

ESRI
8700 State Line Road
Suite 315
Leawood, KS 66206
(913) 383-8235, x 13
(913) 341-9410 Fax
Attn: Joe Eckmann
jeckmann@esri.com

Customer Service (to place orders)

ESRI
380 New York Street
Redlands, CA 92373-8100
(909) 793-2853
(800) 330-7053 Fax

The following information/statements shall be included on 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 of 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. 2006MPA3523 and the State of Nebraska Contract Number 11842 0C."

Remittance Address:

ESRI

File No. 54630

Los Angeles, CA 90074-4630

ESRI Web Site for Support Services:

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.

Training:

Training will be provided in accordance with the policies defined under "Education and Training" at www.esri.com.

**STATE OF NEBRASKA
STATE PURCHASING BUREAU**

**SECTION I
GENERAL CONTRACT REQUIREMENTS**

A. SCOPE OF THE INVITATION TO BID

The State of Nebraska, Department of Administrative Services, Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Invitation to Bid, Solicitation Number 1689 OF, for the purpose of awarding a contract to provide Environmental Systems Research Institute, Inc. (ESRI) Geographic Information System (GIS) Software, Products, Maintenance Services and Training in accordance with the following General Contract Requirements and Terms and Conditions.

A contract resulting from this Invitation to Bid will be issued for a period of two (2) years from date of contract award, with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties. The state reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the contractor and the State of Nebraska.

PURCHASE ORDERS

Purchase Orders will be issued by State Agencies, Boards and Commissions on an "as needed" basis in accordance with the guidelines outlined in the ESRI MPA Terms and Conditions, E500M 1/05, Article 7 – Orders.

AUTHORIZED ENTITY - (POLITICAL SUB-DIVISIONS)

Contract supplier may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political subdivisions, cities and counties. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political subdivisions, cities or counties.

FREIGHT

Prepay and add freight to invoices.

PRODUCT REVISIONS/ADDITIONS

In the event any item is discontinued and replaced with an updated product, the State reserves the right to amend this contract to include the new product. The State of Nebraska also reserves the right to add products in response to agency needs.

ESTIMATED USAGE

The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract with no minimum order requirements.

USAGE REPORT

The contractor shall provide annual usage of the contract by the ordering agencies. Information shall include the Purchase Order number, item and dollar amount. This information shall be provided to the State Purchasing Bureau, 301 Centennial Mall South, Lincoln, NE 68508 a minimum of 60 days prior to the end of each one year period of the contract.



Amendment No. 1
To
Master Purchase Agreement
Between
State of Nebraska
and
Environmental Systems Research Institute, Inc. (ESRI)
Agreement No. 2006MPA3523

This Amendment No. 1 to Agreement No. 2006MPA3523 (MPA) is between the parties set forth above. The MPA is changed as follows:

1. **Extension of Performance.** The period of performance for the MPA is extended through January 4, 2011.
2. **The General License Terms and Conditions (E200M 3/05) are revised as follows:**
 - A. **Web Services.** Each instance of "Software, Data, and Documentation" is replaced with "Software, Data, Web Services, and Documentation" except for the following:
 - a. Article 4, Section 4.1 Permitted Uses, section (b)
 - b. Article 7, Section 7.1 Limited Warranties
 - B. **Web Services.** Each instance of "Software, Data, or Documentation" is replaced with "Software, Data, Web Services, or Documentation" except for the following:
 - a. Article 5 Maintenance
 - b. Article 7, Section 7.1 Limited Warranties
 - c. Article 7, Section 7.4 Exclusive Remedy
 - d. Article 9 Infringement Indemnity
 - C. **Article 1, Definitions.** The following new definitions are added to this section:
 - "Samples" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
 - "Term License" means licenses provided for use in a limited time period or on a subscription or transaction basis.
 - "Web Services" means software functions and third-party data components that perform GIS functions, tasks, or data services, which are provided to Licensee directly by ESRI, and accessed via the ESRI website.
 - D. **Article 3, Section 3.1 Grant of License.** Paragraph (a) of this section is changed to read as follows:
 - a. Use the type and number of copies of the Software, Data, and Documentation and access Web Services for (i) which the appropriate license fees have been paid to ESRI, (ii) Licensee's own internal use only, and (iii) in accordance with Exhibit 1 and the licensed configuration on file as authorized by ESRI.
 - E. **Article 4, Scope of Use. Section 4.1 Uses Permitted.** Paragraph (b) of this section is changed to read as follows:

Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes during the term of this Agreement. Additionally, Licensee may make routine computer backups of the Software, Data, and Documentation.
 - F. **Article 4, Scope of Use. Section 4.1 Uses Permitted.** Paragraphs (d) and (f) of this section are deleted in their entirety.

- G. Article 4, Section 4.2 Uses Not Permitted.** Paragraph (f) of this section is changed to read as follows:

Licensee shall not use the Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by any applicable law.

- H. Article 4, Section 4.2 Uses Not Permitted.** Paragraph (j) of this section is deleted in its entirety.

- I. Article 6, Term and Termination.** This Article is changed to read as follows:

This License Agreement is effective upon acceptance. This License Agreement and any licenses granted hereunder shall continue until (i) such time that Licensee elects in writing to discontinue use of Software, Data, Web Services, or Documentation and terminates the license; (ii) expiration of a Term License; or (iii) either party terminates the license for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material breach of a nature that is impossible to cure. Upon termination of a license, Licensee shall (i) cease access and use of Web Services and clear Web Services client-side data cache and (ii) uninstall, remove, and destroy all Software, Data, and Documentation and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such actions to ESRI.

- H. Article 7, Section 7.2 Data Disclaimer.** This Section is changed to read as follows:

Data and Web Services Disclaimer. Data and Web Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND WEB SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, ESRI and its licensors do not warrant that Data and Web Services will meet Licensee's needs or expectations, that the use of Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and its licensors are not inviting reliance on Data or Web Services, and Licensee should always verify actual Data or Web Services.

- I. Article 7, Section 7.3 General Disclaimer, 2nd paragraph.** This paragraph is changed to read as follows:

SAMPLES, HOT FIXES, EVALUATION SOFTWARE, AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLES, HOT FIXES, EVALUATION SOFTWARE, AND BETA SOFTWARE.

3. **Exhibit 1, Scope of Use.** The existing Exhibit 1, Scope of Use (E300, 9/05) is deleted in its entirety and replaced with an updated Exhibit 1, Scope of Use (E300, 5/09).
4. **Training Terms and Condition.** The existing ESRI Client Site Training Terms and Conditions (E207, 11/04) are deleted in their entirety and replaced with updated Training Terms and Conditions (E207, 2/09).
5. **ESRI MPA Pricelist.** The existing ESRI MPA Pricelist, (E412, 10/06) is deleted in its entirety and replaced with an updated ESRI MPA Pricelist (E417, 11/08).

All other terms and conditions shall remain the same.

Accepted and agreed with the intent to be legally bound:

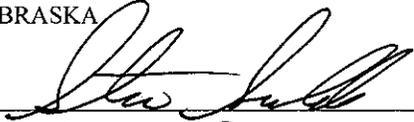
STATE OF NEBRASKA
(Licensee)

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Steve Sulek

Administrator, Materiel Division

7-24-2009

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

Signature: _____

Printed Name: _____

Title: _____

Date: _____



LAURA DANGERMOND

VICE PRESIDENT

JUL 21 2009



**EXHIBIT 1
SCOPE OF USE
(E300 5/09)**

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

The scope of use for the ESRI Software, Data, Web Services and Documentation identified below is described in the applicable footnotes listed in parentheses.

Desktop GIS

- ArcReader (20 and 25)
- ArcView (1 or 2 and 25 and 44)
- ArcEditor (1 or 2 and 25, 26 and 44)
- ArcInfo (2, 25, 26 and 44)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

Server GIS

- ArcGIS Server and Extensions
 - Workgroup (either 3, or 5, and 8, 9, 25, 28, 29, 30, 32, 38, 39, 40 and 45)
 - Enterprise (either 3, 4, or 5, and 8, 9, 25, 27, 31, 38, 39, 40 and 45)
- ArcGIS Server Geoportal Extension (3, 4, or 5, and 27, 31, and 47)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5, and 8, 10, and 31)
 - ArcIMS ArcMap Server (either 3, 4, or 5, and 31)
- Tracking Server (5 and 31)
- ArcGIS Image Server (either 3, 4, or 5, and 8, 31, and 42)
 - ArcGIS Image Server Service Editor (1)
- RouteMAP IMS (either 3, 4, or 5, and 8, 25 and 31)
- ArcGIS Business Analyst Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)

Mobile GIS

- ArcPad (1, 12, 13 and 25)
- ArcPad Application Builder (1 and 25)
- ArcGIS Mobile Deployments (1, 15, 16 and 25)

Developer GIS

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, 35, and 36)
- ArcGIS Engine Developer Kit and Extensions (1 and 14, 15, 22, 25, 26 and 43)
- ArcGIS Engine Runtime and Extensions (1, 15, 22, 25 and 26)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)

- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- NetEngine (1, 5, and 15)
- NetEngine Internet (5)

GIS Viewers and Connectors

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS Explorer (20 and 25)
- ArcGIS For AutoCAD (1, 20 and 25)
- Geoportal Extension Clients for ArcGIS (7 and 20)

Business GIS

- ArcGIS Business Analyst (1 or 2 and 25, 41 and 45)
- BusinessMAP (1 and 25)
- ArcLogistics (either 1 or 2 and 25)
- ArcLogistics Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)
- ArcLogistics Navigator (1, 25, and 46)
- ArcLogistics Navigator Deployments (1, 15, and 16)

Cartographic Production

- Maplex (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Map Production System-Atlas, Job Tracking for ArcGIS (JTX) (either 1 or 2), Job Tracking for ArcGIS Server (either 4 or 5, and 7)

Web Services

- ArcGIS Online (6, 25, 33, 34, and 35)

Data

- ESRI Data and Maps (either 1 or 5, and 23 and 37)
- ESRI Demographic & Business Data (either 1, 2 or 5)
- ESRI Tapestry Segmentation (either 1, 2 or 5, and 21)
- Community Coder/Address Coder (either 1, 2, or 5, and 21 and 22 and 25)
- Sourcebook•America (1 and 21)
- ArcGIS Data Appliance—Server Bundle or Data Only (6, 23, 25, and 41)
- ESRI StreetMap Premium (either 1, 2, 4 or 5, 6 and 23 and 25)

1. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single authorized end user to make a second copy for end user's exclusive use on a portable computer so long as only one (1) copy of the Software, Data, and Documentation is in use at any one time.
2. "Concurrent Use License." Licensee may install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired.
3. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.

4. "Staging Server License." In addition to the Development Server License Rights, Licensee may use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
5. "Deployment Server License." In addition to the Staging Server License Rights, Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
6. Provided only as a Term License.
7. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.
9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.
10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS Java Archive (JAR) files without a license for the MapObjects—Java Edition Developer Kit.
11. Reserved
12. ArcPad SOFTWARE IS NOT LICENSED FOR NAVIGATIONAL USE.
13. "Dual Use License" means the Software may be installed on a desktop computer and may be used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer so long as the Software is only used by a single individual at any one (1) time.
14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
16. Licensee may deliver applications to its sublicensee(s) provided Licensee uses a written sublicense agreement that protects ESRI's rights in its Software, Data, Web Services, and Documentation to the same extent as the ESRI License Agreement including, but not limited to, the following terms:
 - a. Sublicensee may not reverse engineer, decompile, or disassemble the ESRI Software, Data, Web Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; transfer; or assign its rights under the license grant;
 - b. Sublicensee may not use any ESRI Software, Data, Web Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
 - c. Third-party dependent or required components are redistributable subject to permission from the owner or author.
17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
18. The Deployment license is per application per computer.
19. The MapObjects—Java Edition contains Java Archive files, which indicate they are authentic ESRI-certificated files when used over the Internet. Licensee shall not use ESRI certification or reference ESRI as a source of trusted content in any modified MapObjects Java Archive files. Licensee may deploy the unmodified Java class ESRI certified libraries as an integral part of the Licensee's application(s).
20. Licensee may reproduce and deploy the Software provided all of the following occur: (a) The Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the ESRI License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement; (c) all copyright and trademark attributions/notices are reproduced; and (d) there is no charge or fee attributable to the use of the Software.
21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Tapestry market segmentation system.
22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and Server development and deployment. (b) An end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer. (c) The ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN Software and Data may be installed on multiple computers for use by any named EDN developer.
25. Use of included third-party owned data shall be subject to the Use of Data Restrictions found at <http://www.esri.com/legal/> for the specific Data accessed. The Use of Data Restrictions may be modified by ESRI from time to time. If a modification is

unacceptable to Licensee, Licensee may cancel a subscription upon written notice to ESRI, or discontinue use of the Data or Web Services, as applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.

26. ArcSDE Personal is restricted to four (4) gigabytes of Licensee data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
28. Limited to ten (10) concurrent end users of non ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Products, ArcGIS Engine Products, and third party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from Web applications.
29. Can only be used with SQL Server 2005/2008 Express.
30. Restricted to a maximum total of four (4) gigabytes of Licensee data.
31. Redundant Software installation(s) for failover operations may be implemented 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. No redundant Software installation is permitted.
33. ArcGIS Online may only be utilized in conjunction with ArcGIS Desktop, ArcGIS Server (including the Web ADF), ArcGIS Mobile, ArcGIS Explorer Software, and the ArcGIS APIs (including JavaScript™ and Adobe® Flex®).
34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share client-side data cache derived from ArcGIS Online with other licensed end users or third parties.
36. Licensee may not download or store resulting data or information except for results derived from using ArcWeb Services Address Manager.
37. Data provided with StreetMap USA 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 calculating an alternate route if a turn is missed.
38. ArcGIS Server 3 D extension included with ArcGIS Server (Workgroup or Enterprise) Standard and Advanced may only be used for generating globe data cache(s), or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D Extension Software is permitted with ArcGIS Server Standard. ArcGIS Server 3D Extension can be used with ArcGIS Server Advanced if the additional license fees for the 3D extension have been paid.
39. Any editing functionality included with ArcGIS Server (Workgroup or Enterprise) is not permitted for use with ArcGIS Server Basic.
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) are permitted for use only with ArcGIS Server Advanced.
41. Licensee may only use Data from a single state with the Single State version of the ArcGIS Data Appliance. This restriction applies to large-scale (i.e. scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and 1m 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.
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Image Server Service Editor for every four (4) cores of ArcGIS Image Server licensed. Additional Service Editor desktop deployments can be licensed for an additional fee.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the Engine Runtime Software.
44. For any operating system environment in which Licensee runs instances of the Concurrent Use license management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use license management software in a separate operating system environment for temporary failover support.
45. Data licensed with ArcGIS Business Analyst and ArcGIS Business Analyst Server are restricted to use with the respective Business Analyst extension and are not for general use with ArcGIS Desktop or ArcGIS Server Software. Licensee may include reports and maps created from the Data in hard-copy or read-only formats for presentation packages or marketing studies for subsidiaries and customers. The value of the ESRI reports and maps must be less than twenty percent (20%) of Licensee's total value of the presentation package or marketing study. Full, complete, stand-alone reports or maps created from the Software or Data and not part of a presentation package or marketing study cannot be resold, sublicensed, or otherwise transferred without prior, written permission of ESRI. Licensee's third party customer may only receive reports and maps generated by Licensee and may only use the maps and reports received from Licensee for internal purposes. In no case shall Licensee redistribute the Data in digital formats
46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
47. Licensee may only use the Software in conjunction with a minimum of ArcGIS Server Enterprise Standard.



TRAINING TERMS AND CONDITIONS

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

Whereas, the Licensee wishes to arrange for training of its employees, the following terms shall be followed as applicable:

I. SCOPE

ESRI agrees to conduct training courses pursuant to the terms contained herein. Training may be conducted at Licensee's site or at an ESRI learning center.

Course Description: The ESRI Software training course(s) to be conducted, the location, the dates during which the course(s) is to be conducted, the number of participants, and the prices to be paid to ESRI are as set forth in the *ESRI Course Catalog* or at ESRI's training Web site (<http://training.esri.com>). Client Site pricing and schedule information are available on request. All courses shall be conducted in substantial conformity with course descriptions outlined on the ESRI training Web site (<http://training.esri.com>). ESRI reserves the right to modify course content when necessary due to Software technical capabilities or limitations.

ESRI's Responsibilities:

- ESRI shall provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants. ESRI will provide each student with a course manual.
- ESRI's Training Event Assistant, through whom all course(s), dates, and locations shall be confirmed, can be reached via the contact information as listed in the Client Site Training Request Form, found at <http://downloads2.esri.com/Campus/documents/regapp.pdf>.
- Learning center training class scheduled dates are confirmed by the Training Event Assistant approximately ten (10) business days prior to the start date.
- Client Site classes are confirmed by the Training Event Assistant upon receipt of payment/order information and completed Client Site Training Request Form.

Licensee's Responsibilities:

- Licensee must ensure that ESRI copyrights are observed and that neither Licensee nor any third party copies or distributes any training materials provided for training purposes.
- Licensee is not authorized to resell ESRI training seats, unless explicitly authorized by ESRI in writing.
- Licensee is responsible for confirming that all registered students meet the applicable minimum prerequisites for the applicable class set forth on ESRI's training Web site.
- Licensee shall submit to the Training Event Assistant a list of student names at least three (3) business days before the class start date for export license compliancy check purposes.
- Travel is Licensee's responsibility. ESRI assumes no responsibility for nonrefundable travel arrangement losses resulting from denial of a student's(s') participation due to U.S. government export licensing requirements, course scheduling changes, or cancellations. Even though ESRI strives to confirm all classes, class cancellations are sometimes unavoidable.
- Licensee must notify the Training Event Assistant of any cancellation, rescheduling, or participant substitution requirements and receive confirmation of change(s) prior to the class start date.

IIA. UNIQUE LEARNING CENTER TERMS

Where courses are to be conducted at an ESRI learning center, the following apply:

- Seating is limited in some classes. Registrations are always processed, using a standard student registration application, on a first-come, first-served basis. Waiting lists are used when necessary. Class schedules and registration applications are attached to every course catalog and are available on the Web at <http://training.esri.com>. Registrations must be submitted in advance and require a payment commitment within seven (7) business days of the class start date.

- Sales tax will be charged where applicable. Some states have enacted an E-Procurement fee for state government customers. ESRI may also add the E-Procurement fee to the cost of training classes where applicable.

II.B. UNIQUE CLIENT SITE TERMS

Licensee's Responsibilities: Where courses are to be conducted at Licensee's facilities, Licensee shall provide physical training facilities that meet the following minimum requirements or modifications as mutually agreed to by both parties:

- Licensee shall, where possible, provide a one (1)-room facility, sufficient for a training course for up to twelve (12) persons (or such other number as may be agreed to by ESRI's Training Event Assistant). The facility shall have appropriate climate control and lighting as well as sufficient power and number of outlets to accommodate the required number of computers and other equipment to be used.
- Where the ESRI Mobile Lab is utilized for a scheduled class:
 - Licensee shall be responsible for any and all loss, damage, or theft to the Mobile Lab while in Licensee's possession. Licensee should immediately report any damage or missing items, upon receipt, to the Training Event Assistant.
 - Licensee shall keep the Mobile Lab equipment in a secure, locked area between class sessions.
 - Licensee shall sign release form at completion of course that outlines status of Mobile Lab and makes the Mobile Lab equipment available for freight pickup immediately on conclusion of the ESRI course(s).
 - Licensee shall ensure no one except registered students uses the Mobile Lab equipment.
 - Licensee warrants that it shall maintain sufficient insurance coverage to enable it to meet its obligations created by this agreement and by law.

▪ Where the ESRI Mobile Lab is not utilized for a scheduled class:

- Licensee shall supply all computer hardware for the training course(s). Computers must be platforms fully supported by ESRI. All computer hardware shall be configured with an appropriate release of an operating system to run the current release version of the ESRI required Software.
 - There shall be a minimum of one (1) computer and color monitor for every participant.
 - ESRI will not be liable for any damage or loss to Licensee computer hardware or software where ESRI has provided telephone support to Licensee for its computer hardware configuration for the scheduled class.
- Licensee shall provide other peripheral devices including, but not limited to, digitizers and plotters/printers, as required by the training course being conducted, and they should be fully supported by Licensee.
 - Licensee shall be responsible for providing one (1) high-resolution PC projector and screen as well as one (1) large writing board. Where Licensee cannot make a PC projector available, it must contact the Training Event Assistant no fewer than ten (10) business days prior to start date.
 - Licensee shall limit the number of course participants to twelve (12) students per course. Additional students, up to a maximum of fifteen (15), may be added to some classes for an additional fee.
 - Licensee shall complete and submit an ESRI Client Site Training Request Form, as provided by the Training Event Assistant, no less than four (4) weeks prior to the start of any course. Final schedule is subject to mutual agreement. Thereafter, Licensee shall issue payment no less than four (4) weeks prior to the start of the course.

III. SOFTWARE LICENSES

The terms of the ESRI license agreement shall be applicable to all Licensee course participants and for all Software and Documentation licensed for use in any training course to be conducted. For Client Site training, temporary Software licenses may be issued by ESRI where there is an insufficient number of Software licenses available at the training facility. Licensee shall uninstall the temporary Software licenses at the conclusion of the training course.

IV. EXPORT CONTROL REGULATIONS

ESRI's technology is subject to U.S. export control laws and regulations—ESRI's Software, Data, Documentation, training materials, and any underlying information or technology may not be exported, reexported, or provided in whole or in part to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation.

V. CANCELLATION AND RESCHEDULING POLICY

Licensee may cancel or reschedule student attendance in a learning center class or a Client Site class up to three (3) working days before the scheduled class start date. In such event, Licensee will be responsible for any reasonable travel and shipping expenses incurred by ESRI. Where Licensee does not notify ESRI at least three (3) days prior to the scheduled training date for a student or Client Site class, Licensee will be liable for the full payment of the student enrollment or the entire Client Site training class.

In the event that ESRI is unable to conduct the training on the scheduled date, Licensee will be notified at least three (3) business days before the scheduled date. ESRI will either reschedule the training or cancel the order without ESRI incurring any liability.

Class participants may transfer to another class up to two (2) times at no additional charge. Subsequent transfers will be assessed an additional nonrefundable transfer fee. Student substitutions, when a student's place in class is filled by another person from the same organization, is allowed provided that the ESRI Training Event Assistant is notified three (3) business days in advance of class start date.

VI. PAYMENT

Licensees within the United States:

- Credit cards are accepted when training is ordered online.
- A purchase order or government requisition is accepted when ordered online or by fax.
 - Purchase orders for less than eight hundred dollars (\$800) are accepted only from United States federal, state, and local government agencies; United States educational institutions; and Fortune 500 companies. Where payment is made in the form of a purchase order, ESRI shall invoice Licensee upon completion of each training course.
 - Licensee shall pay said invoice within thirty (30) days of receipt thereof.
- A check or money order payable to ESRI is accepted when training is ordered online, by fax, or by mail.

Licensees outside the United States:

- Credit cards are accepted when training is ordered online.
- A check or money order payable to ESRI in U.S. dollars is accepted when ordering online, by fax, or by mail.
- A wire transfer payable to ESRI in U.S. dollars is accepted when ordering online, by fax, or by mail.



**ESRI MPA PRICE LIST
(E417 11/08)**

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

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, 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, i.e., 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 Web site (www.esri.com/training/site_training.html) for details.
 - (f) ESRI Site Training (i.e., Training at one of ESRI's Training Centers) requires a completed registration application form from each student. Registrations are processed on a first-come, first-served basis. We recommend that you submit this registration information at least one month prior to the start date of your class. See the Learning Center registration information at ESRI's Web site (www.esri.com/training/register.html) for details.
4. Support services are defined at ESRI's Web site (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.

**MPA Price List
E417 4Q08**

Section	Description	Price
1	ArcGIS Concurrent Use Licenses	
	ArcInfo Concurrent Use License	\$8,910.00
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000.00
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200.00
	ArcEditor Concurrent Use License	\$6,300.00
	ArcView Concurrent Use License	\$3,150.00
	ArcGIS Spatial Analyst Concurrent Use License	\$2,250.00
	ArcGIS 3D Analyst Concurrent Use License	\$2,250.00
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,250.00
	ArcGIS Publisher Concurrent Use License	\$2,250.00
	ArcGIS Survey Analyst Concurrent Use License	\$2,250.00
	ArcGIS Tracking Analyst Concurrent Use License	\$2,250.00
	ArcGIS ArcScan Concurrent Use License	\$2,250.00
	ArcGIS Maplex Concurrent Use License	\$2,250.00
	ArcGIS Data Interoperability Concurrent Use License	\$2,250.00
	ArcGIS Network Analyst Concurrent Use License	\$2,250.00
	ArcGIS Schematics Concurrent Use License	\$2,250.00
	Job Tracking for ArcGIS (JTX) Concurrent Use License	\$2,250.00
	Primary Maintenance for ArcView Concurrent Use License	\$700.00
	Secondary Maintenance for ArcView Concurrent Use License	\$500.00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200.00
	Primary Maintenance for Job Tracking for ArcGIS (JTX) Concurrent Use License	\$500.00
	Secondary Maintenance for Job Tracking for ArcGIS (JTX) Concurrent Use License	\$200.00
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200.00

Section	Description	Price
	ArcGIS Single Use Licenses	
	ArcEditor Single Use License	\$6,300.00
	ArcGIS ArcView Single Use License	\$1,350.00
	ArcGIS Spatial Analyst Single Use License	\$2,250.00
	ArcGIS 3D Analyst Single Use License	\$2,250.00
	ArcGIS Geostatistical Analyst Single Use License	\$2,250.00
	ArcGIS Publisher Single Use License	\$2,250.00
	ArcGIS Survey Analyst Single Use License	\$2,250.00
	ArcGIS Tracking Analyst Single Use License	\$2,250.00
	ArcGIS ArcScan Single Use License	\$2,250.00
	ArcGIS Maplex Single Use License	\$2,250.00
	ArcGIS Data Interoperability Single Use License	\$2,250.00
	ArcGIS Network Analyst Single Use License	\$2,250.00
	ArcGIS Schematics Single Use License	\$2,250.00
	ArcGIS Job Tracking Single Use License	\$2,250.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$900.00
	Primary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,500.00
	Secondary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,200.00
	Primary Maintenance for ArcEditor Single Use with Extensions	\$2,100.00
	Secondary Maintenance for ArcEditor Single Use with Extensions	\$1,800.00
	Maintenance Activation Program	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$1,050.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$750.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	\$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	\$300.00

Section	Description	Price
	ArcGIS Upgrades	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be current on maintenance to qualify.)	\$1,800.00
	Upgrade from One ArcGIS Product to Another	
	Upgrade from ArcView Single Use to ArcEditor	\$4,950.00
	Upgrade from ArcView Single Use to ArcInfo	\$7,560.00
	Upgrade from ArcView Concurrent Use to ArcEditor	\$3,150.00
	Upgrade from ArcView Concurrent Use to ArcInfo	\$5,760.00
	Upgrade from ArcEditor to ArcInfo	\$2,610.00
	ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000.00
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,600.00
	ArcCOGO 7.x or 8.0.x Extension Floating License	\$2,250.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$500.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$200.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcStorm First License (3 seats) Annual Maintenance	\$500.00
	ArcStorm Additional License (each additional seat) Annual Maintenance	\$100.00
	ArcPress for ArcView	
	ArcPress for ArcView UNIX License	\$285.00
	ArcPress for ArcView Windows/Windows NT License	\$285.00
2	ArcView 3.x and Extensions	
	UNIX	
	ArcView 3.x for UNIX License Qty. 1–5 (each)	\$1,976.00
	ArcView 3.x for UNIX License Qty. 6–25 (each)	\$1,976.00
	ArcView 3.x for UNIX License Qty. 26+ (each)	\$1,756.00
	ArcView 3.x for UNIX License Primary Maintenance	\$700.00
	ArcView 3.x for UNIX License Secondary Maintenance	\$500.00
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	\$450.00
	ArcView Network Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,287.00
	ArcView Network Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,246.00
	ArcView Network Analyst Extension for UNIX License Qty. 26+ (each)	\$1,996.00
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,287.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,246.00

Section	Description	Price
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	\$1,996.00
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,746.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,696.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	\$2,396.00
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView 3D Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,746.00
	ArcView 3D Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,696.00
	ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each)	\$2,396.00
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	Windows/Windows NT	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$1,076.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$1,076.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$956.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$900.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,371.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,346.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,196.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,371.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,346.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,196.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,287.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,246.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,996.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,287.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,246.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,996.00
	ArcView StreetMap	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$454.00
3	MapObjects	
	MapObjects—Windows Edition	
	MapObjects—Windows Edition Stand-Alone Developer's Kit (includes MapObjects—Windows Edition and 50 Stand-Alone Deployments)	\$4,500.00
	MapObjects—Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to two CPUs)	\$10,800.00
	Additional MapObjects—Windows Edition Developer License	\$900.00
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	\$1,000.00
	MapObjects—Windows Limited Deployment Site License Kit	\$18,000.00

Section	Description	Price
	Maintenance for MapObjects—Windows Edition Stand-Alone Developer Kit	\$1,000.00
	Maintenance for MapObjects—Windows Edition Internet Developer Kit	\$2,400.00
	Maintenance for Additional MapObjects—Windows Edition Developer License	\$200.00
	Maintenance for MapObjects—Windows Limited Deployment Site License Kit	\$3,000.00
	25-Pack Additional MapObjects—Windows Edition Stand-Alone Deployments	\$2,250.00
	MapObjects LT	
	MapObjects LT Web Download License	\$339.00
	MapObjects—Java Edition	
	MapObjects—Java Edition Stand-Alone Developer Kit (includes MapObjects—Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	\$4,500.00
	MapObjects—Java Edition Internet Developer Kit (Includes 2 MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$6,750.00
	Additional MapObjects—Java Edition Developer License	\$900.00
	Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$4,500.00
	Additional MapObjects—Java Edition CPU Deployment License	\$3,375.00
	Maintenance for MapObjects—Java Edition Stand-Alone Developer Kit	\$1,000.00
	Maintenance for MapObjects—Java Edition Internet Developer Kit	\$1,500.00
	Maintenance for Additional MapObjects—Java Edition Developer License	\$200.00
	Maintenance for Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$1,000.00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License	\$750.00
	25-Pack Additional MapObjects—Java Edition Stand-Alone Deployments	\$2,250.00
	MapObjects—Java Edition (Staging Server)	
	MapObjects—Java Edition Internet Developer Kit for Staging Server (includes two MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$3,375.00
	Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$450.00
	Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$2,250.00
	Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$1,688.00
	Maintenance for MapObjects—Java Edition Internet Developer Kit for Staging Server	\$750.00
	Maintenance for Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$100.00
	Maintenance for Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$500.00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$375.00
4	ArcGIS Engine Runtime	
	Standard ArcGIS Engine Runtime License	\$450.00
	ArcGIS Engine Runtime 3D Extension License	\$900.00
	ArcGIS Engine Runtime Spatial Extension License	\$900.00
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	\$900.00
	ArcGIS Engine Runtime Network Extension License	\$900.00
	ArcGIS Engine Runtime Schematics Extension License	\$900.00
	ArcGIS Engine Runtime Tracking Extension License	\$900.00
	ArcGIS Engine Runtime Maplex Extension License	\$900.00
	ArcGIS Engine Runtime Data Interoperability Extension License	\$900.00
	Maintenance for Standard ArcGIS Engine Runtime License without Extensions	\$100.00
	Maintenance for Standard ArcGIS Engine Runtime License with Extensions	\$400.00

Section	Description	Price
5	ArcGIS Server	
	ArcGIS Server—Enterprise	
	Enterprise Advanced	
	ArcGIS Server Enterprise Advanced (up to four cores)	\$36,000.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced (up to four cores)	\$10,000.00
	ArcGIS Server Enterprise Advanced (additional cores)	\$9,000.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced (additional cores)	\$2,500.00
	Enterprise Standard	
	ArcGIS Server Enterprise Standard (up to four cores)	\$18,000.00
	Annual Maintenance for ArcGIS Server Enterprise Standard (up to four cores)	\$5,000.00
	ArcGIS Server Enterprise Standard (additional cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Enterprise Standard (additional cores)	\$1,250.00
	Enterprise Basic	
	ArcGIS Server Enterprise Basic (up to four cores)	\$9,000.00
	Annual Maintenance for ArcGIS Server Enterprise Basic (up to four cores)	\$3,000.00
	ArcGIS Server Enterprise Basic (additional cores)	\$2,250.00
	Annual Maintenance for ArcGIS Server Enterprise Basic (additional cores)	\$750.00
	Workgroup	
	ArcGIS Server Workgroup Advanced (up to two cores)	\$9,000.00
	Annual Maintenance for ArcGIS Server Workgroup Advanced (up to two cores)	\$2,500.00
	ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	\$4,500.00
	Annual Maintenance for ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	\$1,250.00
	ArcGIS Server Workgroup Standard (up to two cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Workgroup Standard (up to two cores)	\$1,250.00
	ArcGIS Server Workgroup Standard (additional core—maximum four cores per server)	\$2,250.00
	Annual Maintenance for ArcGIS Server Workgroup Standard (additional cores—maximum four cores per server)	\$625.00
	ArcGIS Server Workgroup Basic (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Workgroup Basic (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$1,250.00
	ArcGIS Server Enterprise Extensions	
	ArcGIS Server 3D Extension Advanced Enterprise for Windows License (up to four cores)	\$9,000.00
	ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows License (up to four cores)	\$9,000.00
	ArcGIS Server Geostatistical Extension Advanced Enterprise for Windows License (up to four cores)	\$9,000.00
	ArcGIS Server Image Extension Advanced Enterprise for Windows License (up to four cores)	\$9,000.00
	ArcGIS Server Job Tracking Extension Advanced Enterprise for Windows License (up to four cores)	\$9,000.00
	ArcGIS Server Network Extension Advanced Enterprise for Windows License (up to four cores)	\$9,000.00
	ArcGIS Server Schematics Extension Advanced Enterprise for Windows License (up to four cores)	\$9,000.00
	ArcGIS Server Spatial Extension Advanced Enterprise for Windows License (up to four cores)	\$9,000.00
	Annual Maintenance for ArcGIS Server 3D Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00

Section	Description	Price
	Annual Maintenance for ArcGIS Server Geostatistical Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Image Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Job Tracking Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Network Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Schematics Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Spatial Extension Advanced Enterprise for Windows (up to four cores)	\$2,500.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$9,000.00
	ArcGIS Server Standard Enterprise Job Tracking Extension (up to four cores)	\$9,000.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$9,000.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Job Tracking Extension (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (up to four cores)	\$2,500.00
	ArcGIS Server 3D Extension Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Server Geostatistical Extension Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Server Image Extension Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Server Job Tracking Extension Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Server Network Extension Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Server Spatial Extension Enterprise Advanced (additional cores)	\$2,250.00
	Annual Maintenance for ArcGIS Server 3D Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Geostatistical Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Image Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Job Tracking Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Network Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Spatial Extension Enterprise Advanced (additional cores)	\$625.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	\$2,250.00
	ArcGIS Server Enterprise Standard Job Tracking Extension (additional cores)	\$2,250.00
	ArcGIS Server Enterprise Standard Network Extension (additional cores)	\$2,250.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	\$625.00

Section	Description	Price
	Annual Maintenance for ArcGIS Server Enterprise Standard Job Tracking Extension (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Network Extension (additional cores)	\$625.00
	ArcGIS Server Workgroup Extensions	
	ArcGIS Server Advanced Workgroup 3D Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Advanced Workgroup Geostatistical Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Advanced Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Advanced Workgroup Spatial Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup 3D Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Geostatistical Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Spatial Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Standard Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	\$1,250.00
	ArcGIS Mobile	
	ArcGIS Mobile Additional Application and Runtime Deployments—25 Pack	\$2,250.00
	Annual Maintenance for ArcGIS Mobile Additional Application and Runtime Deployments—25 Pack	\$500.00
	ArcGIS Server Connection Licenses for ArcSDE 9.3	
	ArcGIS Server Read Write Server Connection for Enterprise	\$900.00
	ArcGIS Server Read Only Server Connection for Enterprise	\$450.00

Section	Description	Price
	Maintenance for ArcGIS Server Read Write Server Connection for Enterprise	\$150.00
	Maintenance for ArcGIS Server Read Only Server Connection for Enterprise	\$150.00
	ArcGIS Server Upgrades	
	ArcGIS Server Upgrade Enterprise to Enterprise	
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	\$27,000.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	\$18,000.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Standard License	\$2,250.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Advanced License	\$6,750.00
	ArcGIS Server Additional Cores Enterprise Standard Upgrade to Enterprise Advanced License	\$4,500.00
	ArcGIS Server Upgrades Workgroup to Workgroup	
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard (up to four cores)	\$4,500.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced (up to four cores)	\$13,500.00
	ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced (up to four cores)	\$9,000.00
	ArcGIS Server Upgrades—Workgroup to Enterprise	
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic (up to four cores)	\$4,500.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard (up to four cores)	\$13,500.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced (up to four cores)	\$31,500.00
	ArcGIS Server Workgroup Standard upgrade to Enterprise Standard (up to four cores)	\$9,000.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced (up to four cores)	\$27,000.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced (up to four cores)	\$18,000.00
	ArcGIS Server—Enterprise (Staging Server)	
	Enterprise Advanced (Staging Server)	
	ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	\$18,000.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	\$5,000.00
	ArcGIS Server Enterprise Advanced Staging Server (additional cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (additional cores)	\$1,250.00
	Enterprise Standard (Staging Server)	
	ArcGIS Server Enterprise Standard Staging Server (up to four cores)	\$9,000.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (up to four cores)	\$2,500.00
	ArcGIS Server Enterprise Standard Staging Server (additional cores)	\$2,250.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (additional cores)	\$625.00
	Enterprise Basic (Staging Server)	
	ArcGIS Server Enterprise Basic Staging Server (up to four cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (up to four cores)	\$1,500.00
	ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$1,125.00
	Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (additional cores)	\$375.00
	ArcGIS Server Extensions (Staging Server)	
	ArcGIS Server Staging Server Advanced Enterprise 3D Extension (up to four cores)	\$4,500.00
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$4,500.00
	ArcGIS Server Staging Server Advanced Enterprise Geostatistical Extension (up to four cores)	\$4,500.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$4,500.00
	ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (up to four cores)	\$4,500.00
	ArcGIS Server Staging Server Advanced Enterprise Network Extension (up to four cores)	\$4,500.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$4,500.00
	ArcGIS Server Staging Server Advanced Enterprise Spatial Extension (up to four cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise 3D Extension (up to four cores)	\$1,250.00

Section	Description	Price
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geostatistical Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Network Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Spatial Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise 3D Extension (additional cores)	\$1,125.00
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$1,125.00
	ArcGIS Server Staging Server Advanced Enterprise Geostatistical Extension (additional cores)	\$1,125.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$1,125.00
	ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (additional cores)	\$1,125.00
	ArcGIS Server Staging Server Advanced Enterprise Network Extension (additional cores)	\$1,125.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$1,125.00
	ArcGIS Server Staging Server Advanced Enterprise Spatial Extension (additional cores)	\$1,125.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise 3D Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geostatistical Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Network Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Spatial Extension (additional cores)	\$313.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$4,500.00
	ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (up to four cores)	\$4,500.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$4,500.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (up to four cores)	\$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	\$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$1,125.00
	ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (additional cores)	\$1,125.00

Section	Description	Price
	ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$1,125.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (additional cores)	\$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	\$313.00
	ArcGIS Server Staging Server Upgrades	
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	\$4,500.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	\$13,500.00
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	\$9,000.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (additional cores)	\$1,125.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (additional cores)	\$3,375.00
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (additional cores)	\$2,250.00
	ArcGIS Server Staging Server Connections to Support ArcSDE 9.3	
	ArcGIS Server Staging Server Read/Write Server Connection for Enterprise	\$450.00
	ArcGIS Server Staging Server Read Only Server Connection for Enterprise	\$225.00
	Maintenance for ArcGIS Server Staging Server Read/Write Server Connection for Enterprise	\$75.00
	Maintenance for ArcGIS Server Staging Server Read Only Server Connection for Enterprise	\$75.00
7	ArcIMS	
	ArcIMS 9.3 Full Use Deployment (up to two cores)	\$4,500.00
	ArcIMS 9.3 Full Use Deployment (additional core—maximum four cores per server)	\$2,250.00
	ArcIMS 9.3 Full Use Deployment (up to two cores) Maintenance	\$1,000.00
	ArcIMS 9.3 Full Use Deployment (additional core) Maintenance	\$500.00
	ArcIMS Route Server	
	ArcIMS Route Server (price per ArcIMS server—maximum four cores per server)	\$2,700.00
	Annual Maintenance for ArcIMS Route Server (price per ArcIMS server—maximum four cores per server)	\$600.00
8	Business Applications Software	
	ArcGIS Business Analyst (Single Use)	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$16,646.00
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$12,146.00
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$7,646.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$16,646.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$12,146.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$7,646.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$20,250.00

Section	Description	Price
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$14,396.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$8,919.00
	ArcGIS Business Analyst (Concurrent Use)	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$16,646.00
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$12,146.00
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$7,646.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$16,646.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$12,146.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$7,646.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$20,250.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$14,396.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$8,919.00
	ArcGIS Business Analyst Segmentation Module with MRI Data One Additional Category License	\$1,350.00
	Business Analyst Maintenance	
	Annual Maintenance for ArcGIS Business Analyst (National Dataset) Software License (per license)	\$14,795.00
	Annual Maintenance for ArcGIS Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$10,795.00
	Annual Maintenance for ArcGIS Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$6,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License (per license)	\$14,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License (per license)	\$10,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License (per license)	\$6,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License (per license)	\$18,000.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License (per license)	\$12,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License (per license)	\$7,925.00
	ArcGIS Business Analyst Segmentation Module with MRI Data One Additional Category License Annual Maintenance	\$1,200.00
	ArcGIS Business Analyst for Canada	
	ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$25,500.00
	ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$25,500.00
	ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Single Use (per license)	\$10,200.00

Section	Description	Price
	ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	\$10,200.00
	Annual Maintenance for ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance (per license)	\$20,400.00
	Annual Maintenance for ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$8,160.00
	ArcGIS Business Analyst Server	
	ArcGIS Business Analyst Server Enterprise Advanced	
	ArcGIS Business Analyst Server Enterprise Advanced Single Use (up to four cores)	\$99,000.00
	ArcGIS Business Analyst Server Enterprise Advanced Concurrent Use (up to four cores)	\$99,000.00
	ArcGIS Business Analyst Server Enterprise Advanced (additional core)	\$24,750.00
	ArcGIS Business Analyst Server Enterprise Advanced (up to four cores) Maintenance	\$88,000.00
	ArcGIS Business Analyst Server Enterprise Advanced (additional core) Maintenance	\$22,000.00
	ArcGIS Business Analyst Server Workgroup Advanced	
	ArcGIS Business Analyst Server Workgroup Advanced Single Use (per server—minimum two cores, maximum four cores)	\$49,500.00
	ArcGIS Business Analyst Server Workgroup Advanced Concurrent Use (per server—minimum two cores, maximum four cores)	\$49,500.00
	ArcGIS Business Analyst Server Workgroup Advanced (per server—minimum two cores, maximum four cores) Maintenance	\$44,000.00
9	Tracking Server	
	Tracking Server for Windows (up to two cores)	\$9,672.00
	Tracking Server for Windows (additional core)	\$4,836.00
	Update Fee Tracking Server (up to two cores)	\$2,000.00
	Update Fee Tracking Server (additional core)	\$1,000.00
	Tracking Server (Staging Servers)	
	Tracking Server Staging Server for Windows (up to two cores)	\$4,836.00
	Tracking Server Staging Server for Windows (additional core)	\$2,418.00
	Update Fee Tracking Server Staging Server (up to two cores)	\$1,000.00
	Update Fee Tracking Server Staging Server (additional cores)	\$500.00
10	ArcGIS Image Server	
	ArcGIS Image Server (up to four cores)	\$9,000.00
	Annual Maintenance for ArcGIS Image Server (up to four cores)	\$2,500.00
	ArcGIS Image Server (additional cores)	\$2,250.00
	Annual Maintenance for ArcGIS Image Server (additional cores)	\$625.00
	ArcGIS Image Server (Staging Server)	
	ArcGIS Image Server Staging Server (up to four cores)	\$4,500.00
	Annual Maintenance for ArcGIS Image Server Staging Server (up to four cores)	\$1,250.00
	ArcGIS Image Server Staging Server (additional cores)	\$1,125.00
	Annual Maintenance for ArcGIS Image Server Staging Server (additional cores)	\$312.00
	ArcGIS Image Server Service Editor Desktop Deployment License	
	ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$2,250.00
	Annual Maintenance for ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$625.00
11	ArcLogistics	
	ArcLogistics Single Use License	\$7,200.00
	ArcLogistics Concurrent Use License	\$18,000.00
	ArcLogistics Single Use Annual Maintenance	\$1,600.00
	ArcLogistics Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics TeleAtlas Street Data North America—Single Use	\$1,980.00

Section	Description	Price
	ArcLogistics TeleAtlas Street Data Europe—Single Use	\$1,980.00
	ArcLogistics TeleAtlas Street Data North America—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics TeleAtlas Street Data Europe—Single Use Annual Maintenance	\$1,600.00
	ArcLogistics TeleAtlas Street Data North America—Concurrent Use	\$4,950.00
	ArcLogistics TeleAtlas Street Data Europe—Concurrent Use	\$4,950.00
	ArcLogistics TeleAtlas Street Data North America—Concurrent Use Annual Maintenance	\$4,000.00
	ArcLogistics TeleAtlas Street Data Europe—Concurrent Use Annual Maintenance	\$4,000.00
	BusinessMAP	
	BusinessMAP 4	\$338.00
	RouteMAP IMS	
	RouteMAP IMS (up to four cores) Includes RouteMAP IMS Software and Internet Deployment License	\$2,700.00
	RouteMAP IMS (additional core license)	\$113.00
	Maintenance for RouteMAP IMS (up to four cores) Includes RouteMAP IMS Software and Internet Deployment License	\$1,000.00
	Maintenance for RouteMAP IMS (additional cores)	\$125.00
	Data Pack-North America for RouteMAP IMS (up to four cores) Includes Data for United States, Canada, and Puerto Rico, Software and Internet Deployment License	\$5,850.00
	Data Pack-North America for RouteMAP IMS (additional cores) Includes data for United States, Canada, and Puerto Rico, Internet Deployment	\$113.00
	Maintenance for Data Pack-North America for RouteMAP IMS (up to four cores) Includes Data for United States, Canada, and Puerto Rico, Software and Internet Deployment License	\$2,700.00
	Maintenance for Data Pack-North America for RouteMAP IMS (additional cores) includes Data for United States, Canada, and Puerto Rico, Internet Deployment	\$113.00
12	Other Software	
	Maplex	
	Maplex First Single Use License	\$14,507.00
	Maplex Second Single Use License	\$13,541.00
	Maplex Third Single Use License	\$11,123.00
	Maplex Single Use License Annual Primary Maintenance	\$3,750.00
	Maplex Single Use License Annual Secondary Maintenance	\$1,500.00
	Production Line Tool Set (PLTS) for ArcGIS—Single or Concurrent Use	
	Production Line Tool Set (PLTS) for ArcGIS—Mapping Agency Solution	\$9,000.00
	Annual Maintenance for PLTS for ArcGIS—Mapping Agency Solution	\$2,500.00
	PLTS for ArcGIS—Nautical Solution	\$9,000.00
	Annual Maintenance for PLTS for ArcGIS—Nautical Solution	\$2,500.00
	PLTS for ArcGIS—Defense Solution	\$9,000.00
	Annual Maintenance for PLTS for ArcGIS—Defense Solution	\$2,500.00
	PLTS for ArcGIS—Aeronautical Solution	\$9,000.00
	Annual Maintenance for PLTS for ArcGIS—Aeronautical Solution	\$2,500.00
	PLTS for ArcGIS—Foundation	\$4,500.00
	Annual Maintenance for PLTS for ArcGIS—Foundation	\$1,250.00
	GIS Data ReViewer (Single or Concurrent Use)	
	GIS Data ReViewer	\$2,250.00
	Annual Maintenance for GIS Data ReViewer	\$625.00
	Map Production System—Atlas	\$2,250.00
	Annual Maintenance for Map Production System—Atlas	\$625.00

Section	Description	Price
13	Mobile GIS	
	ArcPad	
	ArcPad Single Use License	\$446.00
	ArcPad Single Use License Technical Support	\$295.00
	ArcPad Application Builder	
	ArcPad Application Builder Single Use License	\$1,350.00
	ArcPad Application Builder Primary Maintenance	\$500.00
	ArcPad Application Builder Secondary Maintenance	\$300.00
	ArcPad 5.x/6.x Upgrade to 7.x	\$145.00
	StreetMap Mobile	
	StreetMap Mobile—No Data	
	StreetMap Mobile—No Data included (25–50 licenses)	\$77.00
	StreetMap Mobile—No Data included (51–100 licenses)	\$68.00
	StreetMap Mobile—No Data included (101–1,000 licenses)	\$48.00
	StreetMap Mobile—No Data included (1,001 + licenses)	\$24.00
	StreetMap Mobile—No Data Upgrades	
	StreetMap Mobile—No Data included (25–50 upgrade licenses)	\$77.00
	StreetMap Mobile—No Data included (51–100 upgrade licenses)	\$68.00
	StreetMap Mobile—No Data included (101–1,000 upgrade licenses)	\$48.00
	StreetMap Mobile—No Data included (1,001 + upgrade licenses)	\$24.00
	StreetMap Mobile/ArcGIS Mobile—with Data Option	
	StreetMap Premium Mobile Data (1–50 licenses)	\$100.00
	StreetMap Premium Mobile Data (51–100 licenses)	\$90.00
StreetMap Premium Mobile Data (101–1,000 licenses)	\$80.00	
StreetMap Premium Mobile Data (1,001 + licenses)	\$50.00	
14	ESRI Developer Network (EDN)	
	Annual License for ESRI Developer Network (EDN) without ArcView	\$1,451.00
	EDN with ArcView Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$1,934.00
	EDN with ArcEditor Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$2,902.00
	EDN with ArcInfo Desktop License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	\$3,869.00
	For Customers Who Already Subscribe to EDN	
	Add-on ArcView to a Current EDN Single Use License—One per EDN License	\$484.00
	Add-on ArcEditor to a Current EDN Single Use License—One per EDN License	\$1,451.00
	Add-on ArcInfo Desktop to a Current EDN Single Use License—One per EDN License	\$2,418.00
	Software Upgrades	
	EDN with ArcView Upgrade to ArcEditor Single Use	\$967.00
	EDN with ArcView Upgrade to ArcInfo Desktop Concurrent Use	\$1,934.00
	EDN with ArcEditor Upgrade to ArcInfo Desktop Concurrent Use	\$967.00
	Technical Support (10 calls) for ESRI Developer Network (EDN)	\$2,000.00
	Instructor-Led Training (5 days) for ESRI Developer Network (EDN)	\$2,000.00
15	Software Media Kits and Hardware Keys	
	Additional Install Kit for ArcGIS Desktop 9.3	\$100.00
	Additional ArcGIS Hardware Key (USB)	\$50.00
	Additional ArcGIS Hardware Key (Parallel)	\$50.00
16	Premium Support Services	
	Standard Premium Support 36 hour block	\$8,000.00

Section	Description	Price
	Installation Services	
	ArcGIS Server Workgroup Basic Installation Service	\$3,100.00
	ArcGIS Server Workgroup Standard Installation Service	\$5,000.00
	ArcGIS Server Workgroup Advanced Installation Service	\$7,000.00
	ArcGIS Server Enterprise Basic Installation Service	\$5,000.00
	ArcGIS Server Enterprise Standard Installation Service	\$7,000.00
	ArcGIS Server Enterprise Advanced Installation Service	\$14,000.00
	ArcIMS Installation Service	\$5,000.00
	Tracking Server Installation Service	\$20,000.00
17	Instructor-Led Training	
	ESRI Site Training per Student, per Day at ESRI Learning Centers in the USA (Price effective 01/01/2008)	\$490.00
	Client Site Training per Class, per Day (12 Students) at Client Locations in the USA (Price effective 01/01/2008)	\$3,820.00
	Virtual Campus	
	Individual Courses	
	ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat	\$26.00
	ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat	\$52.00
	ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat	\$78.00
	ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat	\$104.00
	ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat	\$130.00
	ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat	\$156.00
	ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat	\$182.00
	ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat	\$208.00
	ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat	\$234.00
	ESRI Virtual Campus Annual User License Pricing	
	Education Licenses (for all Virtual Campus courses)	
	Premium Annual User License (\$2,500 Virtual Campus Dollar Value)	\$2,250.00
	Premium Annual User License (\$5,000 Virtual Campus Dollar Value)	\$4,250.00
	Premium Annual User License (\$10,000 Virtual Campus Dollar Value)	\$7,000.00
	Premium Annual User License (\$50,000 Virtual Campus Dollar Value)	\$30,000.00
	Premium Annual User License (\$100,000 Virtual Campus Dollar Value)	\$50,000.00
	Premium Annual User License (\$1,000,000 Virtual Campus Dollar Value)	\$500,000.00
	Premium One Year Extension Annual User License	\$600.00

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mail 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
11842 OC

PAGE 1 OF 3	ORDER DATE 01/10/07
BUSINESS UNIT 9000	BUYER RUTH GRAY
VENDOR NUMBER: 503958	
VENDOR ADDRESS: ESRI INC 380 NEW YORK STREET REDLANDS CA 92373-8118	

THE CONTRACT PERIOD IS JANUARY 05, 2007 THROUGH JANUARY 04, 2009.

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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.

Contract awarded from: 1689 OF

To supply and deliver ESRI Geographic Information System (GIS) Software Products, Maintenance Services and Training on an as needed basis as per the attached Master Purchase Agreement Contract Number 2006MPA3523 for the period January 5, 2007 through January 4, 2009, with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties.

CONTRACT SPECIALIST: Susan Hokanson
PHONE: 909-793-2853, ext. 1551
FAX: 909-793-3020
EMAIL: shokanson@esri.com

SALES: Joe Eckmann
ADDRESS: Environmental Systems Research Institute, Inc., 8700 State Line Road, Suite 315, Leawood, KS 66206
PHONE: 913-383-8253, ext. 13
FAX: 913-341-9410
EMAIL: jeckmann@esri.com

AMENDMENT ONE (1) -- Changed ESRI MPA Price List Version E413 10/06 to ESRI MPA Price List Version E412 11/06 on text attachment of line item 1. In Section I, General Contract Requirements, Master Purchase Agreement, Item 5, changed from ESRI MPA Price List, E413 10/06 to ESRI MPA Price List, E412 11/06. (1/12/07 gb)

Line	Description	Est. Qty	UM	Unit Price
1	ESRI GIS products & services	500000	\$	1.0000

Original/Bid Document 1689 OF, Original Line # 1

Supply and deliver ESRI Geographic Information System (GIS) Software Products, Maintenance Services and Training to the State of Nebraska per the attached Sales


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

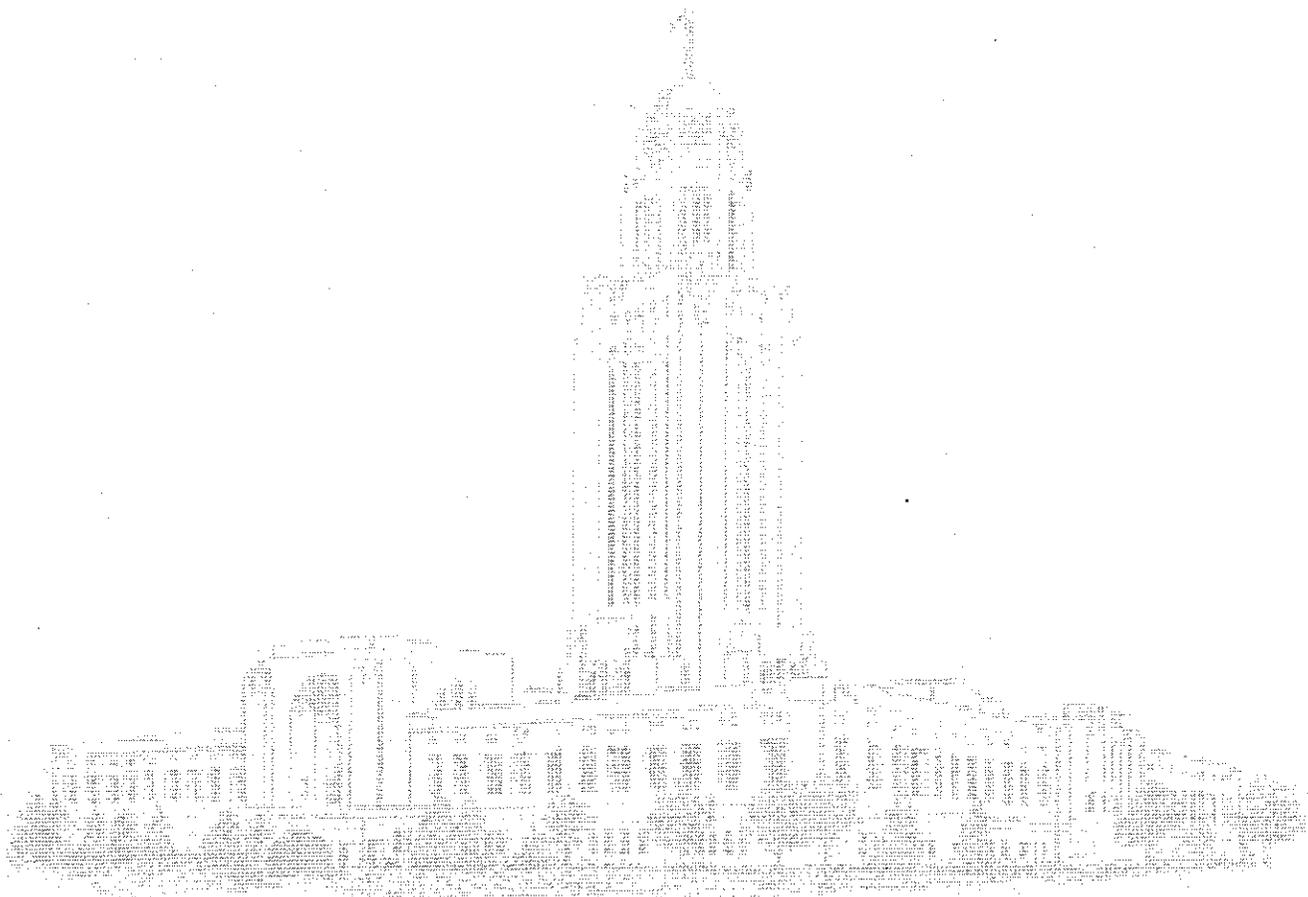
OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
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CONTRACT NUMBER
11842 OC

PAGE 2 OF 3		ORDER DATE 01/10/07
BUSINESS UNIT 9000		BUYER RUTH GRAY
VENDOR NUMBER: 503958		

Line	Description	Est. Qty	UM	Unit Price
and Support Contact Sheet, General Contract Requirements and ESRI MPA Price List, Version E412 11/06.				



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 initiated 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/>

**STATE OF NEBRASKA
STATE PURCHASING BUREAU**

**SECTION I
GENERAL CONTRACT REQUIREMENTS**

A. SCOPE OF THE INVITATION TO BID

The State of Nebraska, Department of Administrative Services, Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Invitation to Bid, Solicitation Number 1689 OF, for the purpose of awarding a contract to provide Environmental Systems Research Institute, Inc. (ESRI) Geographic Information System (GIS) Software, Products, Maintenance Services and Training in accordance with the following General Contract Requirements and Terms and Conditions.

A contract resulting from this Invitation to Bid will be issued for a period of two (2) years from date of contract award, with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties. The state reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the contractor and the State of Nebraska.

PURCHASE ORDERS

Purchase Orders will be issued by State Agencies, Boards and Commissions on an "as needed" basis in accordance with the guidelines outlined in the ESRI MPA Terms and Conditions, E500M 1/05, Article 7 – Orders.

AUTHORIZED ENTITY - (POLITICAL SUB-DIVISIONS)

Contract supplier may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political subdivisions, cities and counties. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political subdivisions, cities or counties.

FREIGHT

Prepay and add freight to invoices.

PRODUCT REVISIONS/ADDITIONS

In the event any item is discontinued and replaced with an updated product, the State reserves the right to amend this contract to include the new product. The State of Nebraska also reserves the right to add products in response to agency needs.

ESTIMATED USAGE

The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract with no minimum order requirements.

USAGE REPORT

The contractor shall provide annual usage of the contract by the ordering agencies. Information shall include the Purchase Order number, item and dollar amount. This information shall be provided to the State Purchasing Bureau, 301 Centennial Mall South, Lincoln, NE 68508 a minimum of 60 days prior to the end of each one year period of the contract.

MASTER PURCHASE AGREEMENT

The award of this contract, in addition to other required specifications, etc. as outlined herein, is also subject to ESRI's MPA Agreement Contract No. 2006MPA3523. ESRI's Master Purchase Agreement for the purposes of this contract is comprised of the following documents:

1. Master Purchase Agreement Signature Page, E111 11/04
2. ESRI MPA Terms and Conditions, Version E500 1/05
3. General License Terms and Conditions, E200M 3/05
4. ESRI Exhibit 1, Scope of Use, Version E300 9/05B and ESRI Exhibit 2, ESRI US Software Maintenance Subscription Program, 10/05
5. ESRI MPA Price List, E412 11/06
6. ESRI Client Site Training Terms and Conditions, E207 11/04

GENERAL

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

1. Contract Award.
2. Any Contract Amendments, in order of significance; and
3. Any Invitation to Bid Addenda and or Amendments to include Questions and Answers;
4. The original ITB document and Master Purchase Agreement Signature Page, E111 11/04; ESRI MPA Terms and Conditions, Version E500 1/05; General License Terms and Conditions, E200M 3/05; ESRI Exhibit 1, Scope of Use, Version E300 9/05B and ESRI Exhibit 2, ESRI US Software Maintenance Subscription Program, 10/05; ESRI MPA Price List No. E413 10/06; ESRI Client Site Training Terms and Conditions, E207 11/04;
5. The signed Invitation to Bid form;
6. The Bidder's Response;

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail 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
11842 OC

PAGE 1 OF 2	ORDER DATE 01/05/07
BUSINESS UNIT 9000	BUYER RUTH GRAY
VENDOR NUMBER: 503958	
VENDOR ADDRESS: ESRI INC 380 NEW YORK STREET REDLANDS CA 92373-8118	

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

JANUARY 05, 2007 THROUGH JANUARY 04, 2009

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.

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Contract awarded from: 1689 OF

To supply and deliver ESRI Geographic Information System (GIS) Software Products, Maintenance Services and Training on an as needed basis as per the attached Master Purchase Agreement Contract Number 2006MPA3523 for the period January 5, 2007 through January 4, 2009, with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties.

CONTRACT SPECIALIST: Susan Hokanson

PHONE: 909-793-2853, ext. 1551

FAX: 909-793-3020

EMAIL: shokanson@esri.com

SALES: Joe Eckmann

ADDRESS: Environmental Systems Research Institute, Inc., 8700 State Line Road, Suite 315, Leawood, KS 66206

PHONE: 913-383-8253, ext. 13

FAX: 913-341-9410

EMAIL: jeckmann@esri.com

Line	Description	Est. Qty	UM	Unit Price
1	ESRI GIS products & services	500000	\$	1.0000

Original/Bid Document 1689 OF, Original Line # 1

Supply and deliver ESRI Geographic Information System (GIS) Software Products, Maintenance Services and Training to the State of Nebraska per the attached Sales and Support Contact Sheet, General Contract Requirements and ESRI MPA Price List, Version E413 10/06.


BUYER
MATERIEL ADMINISTRATOR

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.

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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.

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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.

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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/>



ESRI

ESRI, 380 New York Street, Redlands, CA 92373-8100, USA • FAX 909-793-5953

**SALES AND SUPPORT CONTACT LIST
STATE OF NEBRASKA
CONTRACT NO. 11842 0C
(ESRI Contract No. 2006MPA3523)**

Environmental Systems Research Institute, Inc. (ESRI)
380 New York Street
Redlands, CA 92373-8100
(909) 793-2853

Point of Contact

Lucy Tindall
Contract Specialist
(909) 793-2853, x 1985
(909) 307-3020 Fax
ltindall@esri.com

Regional Office (to obtain Sales Quotes)

ESRI
8700 State Line Road
Suite 315
Leawood, KS 66206
(913) 383-8235, x 13
(913) 341-9410 Fax
Attn: Joe Eckmann
jeckmann@esri.com

Customer Service (to place orders)

ESRI
380 New York Street
Redlands, CA 92373-8100
(909) 793-2853
(800) 330-7053 Fax

The following information/statements shall be included on 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 of 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. 2006MPA3523 and the State of Nebraska Contract Number 11842 0C."

Remittance Address:

ESRI

File No. 54630

Los Angeles, CA 90074-4630

ESRI Web Site for Support Services:

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.

Training:

Training will be provided in accordance with the policies defined under "Education and Training" at www.esri.com.

**STATE OF NEBRASKA
STATE PURCHASING BUREAU**

**SECTION I
GENERAL CONTRACT REQUIREMENTS**

A. SCOPE OF THE INVITATION TO BID

The State of Nebraska, Department of Administrative Services, Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Invitation to Bid, Solicitation Number 1689 OF, for the purpose of awarding a contract to provide Environmental Systems Research Institute, Inc. (ESRI) Geographic Information System (GIS) Software, Products, Maintenance Services and Training in accordance with the following General Contract Requirements and Terms and Conditions.

A contract resulting from this Invitation to Bid will be issued for a period of two (2) years from date of contract award, with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties. The state reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the contractor and the State of Nebraska.

PURCHASE ORDERS

Purchase Orders will be issued by State Agencies, Boards and Commissions on an "as needed" basis in accordance with the guidelines outlined in the ESRI MPA Terms and Conditions, E500M 1/05, Article 7 – Orders.

AUTHORIZED ENTITY - (POLITICAL SUB-DIVISIONS)

Contract supplier may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political subdivisions, cities and counties. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political subdivisions, cities or counties.

FREIGHT

Prepay and add freight to invoices.

PRODUCT REVISIONS/ADDITIONS

In the event any item is discontinued and replaced with an updated product, the State reserves the right to amend this contract to include the new product. The State of Nebraska also reserves the right to add products in response to agency needs.

ESTIMATED USAGE

The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract with no minimum order requirements.

USAGE REPORT

The contractor shall provide annual usage of the contract by the ordering agencies. Information shall include the Purchase Order number, item and dollar amount. This information shall be provided to the State Purchasing Bureau, 301 Centennial Mall South, Lincoln, NE 68508 a minimum of 60 days prior to the end of each one year period of the contract.

MASTER PURCHASE AGREEMENT

The award of this contract, in addition to other required specifications, etc. as outlined herein, is also subject to ESRI's MPA Agreement Contract No. 2006MPA3523. ESRI's Master Purchase Agreement for the purposes of this contract is comprised of the following documents:

1. Master Purchase Agreement Signature Page, E111 11/04
2. ESRI MPA Terms and Conditions, Version E500 1/05
3. General License Terms and Conditions, E200M 3/05
4. ESRI Exhibit 1, Scope of Use, Version E300 9/05B and ESRI Exhibit 2, ESRI US Software Maintenance Subscription Program, 10/05
5. ESRI MPA Price List, E413 10/06
6. ESRI Client Site Training Terms and Conditions, E207 11/04

GENERAL

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

1. Contract Award.
2. Any Contract Amendments, in order of significance; and
3. Any Invitation to Bid Addenda and or Amendments to include Questions and Answers;
4. The original ITB document and Master Purchase Agreement Signature Page, E111 11/04; ESRI MPA Terms and Conditions, Version E500 1/05; General License Terms and Conditions, E200M 3/05; ESRI Exhibit 1, Scope of Use, Version E300 9/05B and ESRI Exhibit 2, ESRI US Software Maintenance Subscription Program, 10/05; ESRI MPA Price List No. E413 10/06; ESRI Client Site Training Terms and Conditions, E207 11/04;
5. The signed Invitation to Bid form;
6. The Bidder's Response;



**ESRI MPA PRICE LIST
(E412 11/06)**

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

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, 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, i.e., 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 Web site (www.esri.com/training/site_training.html) for details.
 - (f) ESRI Site Training (i.e., Training at one of ESRI's Training Centers) requires a completed registration application form from each student. Registrations are processed on a first-come, first-served basis. We recommend that you submit this registration information at least one month prior to the start date of your class. See the Learning Center registration information at ESRI's Web site (www.esri.com/training/register.html) for details.
4. Support services are defined at ESRI's Web site (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.

MPA Price List
E412 11/06/2006

Section	Description	Price
1	ArcGIS Concurrent Use Licenses	
	ArcInfo Concurrent Use License (existing user)	\$7,295.00
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000.00
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200.00
	ArcEditor Concurrent Use License	\$5,713.00
	ArcView Concurrent Use License	\$2,857.00
	ArcGIS Spatial Analyst Concurrent Use License	\$2,040.00
	ArcGIS 3D Analyst Concurrent Use License	\$2,040.00
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,040.00
	ArcGIS Publisher Concurrent Use License	\$2,040.00
	ArcGIS Survey Analyst Concurrent Use License	\$2,040.00
	ArcGIS Tracking Analyst Concurrent Use License	\$2,040.00
	ArcGIS ArcScan Concurrent Use License	\$2,040.00
	ArcGIS Maplex Concurrent Use License	\$2,040.00
	ArcGIS Data Interoperability Concurrent Use License	\$2,040.00
	ArcGIS Network Analyst Concurrent Use License	\$2,040.00
	ArcGIS Schematics Concurrent Use License	\$2,040.00
	Job Tracking for ArcGIS (JTX) Concurrent Use License	\$2,040.00
	Primary Maintenance for ArcView Concurrent Use License	\$700.00
	Secondary Maintenance for ArcView Concurrent Use License	\$500.00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200.00
	Primary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$500.00
	Secondary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$200.00

Section	Description	Price
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200.00
	ArcGIS Single Use Licenses	
	ArcEditor Single Use License	\$5,713.00
	ArcGIS ArcView Single Use License	\$1,224.00
	ArcGIS Spatial Analyst Single Use License	\$2,040.00
	ArcGIS 3D Analyst Single Use License	\$2,040.00
	ArcGIS Geostatistical Analyst Single Use License	\$2,040.00
	ArcGIS Publisher Single Use License	\$2,040.00
	ArcGIS Survey Analyst Single Use License	\$2,040.00
	ArcGIS Tracking Analyst Single Use License	\$2,040.00
	ArcGIS ArcScan Single Use License	\$2,040.00
	ArcGIS Maplex Single Use License	\$2,040.00
	ArcGIS Data Interoperability Single Use License	\$2,040.00
	ArcGIS Network Analyst Single Use License	\$2,040.00
	ArcGIS Schematics Single Use License	\$2,040.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$900.00
	Primary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,500.00
	Secondary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,200.00
	Primary Maintenance for ArcEditor Single Use with Extensions	\$2,100.00
	Secondary Maintenance for ArcEditor Single Use with Extensions	\$1,800.00
	Maintenance Activation Program	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.x Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.x Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.x Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.x Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$1,050.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$750.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Each Extension	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Each Extension	\$300.00
	ArcGIS Upgrades	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be on maintenance to qualify)	\$1,347.00

Section	Description	Price
	Upgrade from One ArcGIS Product to Another	
	Upgrade from ArcView Single Use to ArcEditor	\$4,489.00
	Upgrade from ArcView Single Use to ArcInfo	\$6,070.00
	Upgrade from ArcView Concurrent Use to ArcEditor	\$2,856.00
	Upgrade from ArcView Concurrent Use to ArcInfo	\$4,438.00
	Upgrade from ArcEditor to ArcInfo	\$1,582.00
	ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000.00
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,600.00
	ArcCOGO 7.x or 8.0.x Extension Floating License	\$2,040.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$500.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$200.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcStorm First License (3 seats) Annual Maintenance	\$500.00
	ArcStorm Additional License (each additional seat) Annual Maintenance	\$100.00
	ArcPress for ArcView	
	ArcPress for ArcView UNIX License	\$295.00
	ArcPress for ArcView Windows/Windows NT License	\$295.00
2	ArcView 3.x and Extensions	
	UNIX	
	ArcView 3.x for UNIX License Qty. 1–5 (each)	\$1,791.00
	ArcView 3.x for UNIX License Qty. 6–25 (each)	\$1,613.00
	ArcView 3.x for UNIX License Qty. 26+ (each)	\$1,433.00
	ArcView 3.x for UNIX License Primary Maintenance	\$700.00
	ArcView 3.x for UNIX License Secondary Maintenance	\$500.00
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	\$484.00
	ArcView Network Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,287.00
	ArcView Network Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,101.00
	ArcView Network Analyst Extension for UNIX License Qty. 26+ (each)	\$1,910.00
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,287.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,101.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	\$1,910.00

Section	Description	Price
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,746.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,522.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	\$2,293.00
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView 3D Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,746.00
	ArcView 3D Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,522.00
	ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each)	\$2,293.00
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	Windows/Windows NT	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$976.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$878.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$780.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$900.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,371.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,259.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,145.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,371.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,259.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,145.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,287.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,101.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,910.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,287.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,101.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,910.00
	ArcView StreetMap	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$454.00
3	MapObjects	
	MapObjects—Windows Edition	
	MapObjects—Windows Edition Stand-Alone Developer's Kit (includes MapObjects—Windows Edition and 50 Stand-Alone Deployments)	\$4,081.00
	MapObjects—Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to 2 CPUs)	\$9,793.00
	Additional MapObjects—Windows Edition Developer License	\$816.00

Section	Description	Price
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	\$968.00
	MapObjects—Windows Limited Deployment Site License Kit	\$16,321.00
	Maintenance for MapObjects—Windows Edition Stand-Alone Developer Kit	\$1,000.00
	Maintenance for MapObjects—Windows Edition Internet Developer Kit	\$2,400.00
	Maintenance for Additional MapObjects—Windows Edition Developer License	\$200.00
	Maintenance for MapObjects—Windows Limited Deployment Site License Kit	\$3,000.00
	25-Pack Additional MapObjects—Windows Edition Stand-Alone Deployments	\$2,040.00
	MapObjects LT	
	MapObjects LT Web Download License	\$339.00
	MapObjects—Java Edition	
	MapObjects—Java Edition Stand-Alone Developer Kit (includes MapObjects—Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	\$4,081.00
	MapObjects—Java Edition Internet Developer Kit (Includes 2 MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$6,121.00
	Additional MapObjects—Java Edition Developer License	\$816.00
	Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$4,081.00
	Additional MapObjects—Java Edition CPU Deployment License	\$2,243.00
	Maintenance for MapObjects—Java Edition Stand-Alone Developer Kit	\$1,000.00
	Maintenance for MapObjects—Java Edition Internet Developer Kit	\$1,500.00
	Maintenance for Additional MapObjects—Java Edition Developer License	\$200.00
	Maintenance for Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$1,000.00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License	\$750.00
	25-Pack Additional MapObjects—Java Edition Stand-Alone Deployments	\$2,040.00
	MapObjects—Java Edition (Staging Server)	
	MapObjects—Java Edition Internet Developer Kit for Staging Server (includes two MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$3,060.00
	Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$408.00
	Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$2,040.00
	Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$1,121.00
	Maintenance for MapObjects—Java Edition Internet Developer Kit for Staging Server	\$750.00
	Maintenance for Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$100.00
	Maintenance for Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$500.00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$375.00
4	ArcGIS Engine	
	ArcGIS Engine Developer Kit License	\$4,080.00
	Primary Maintenance for ArcGIS Engine Developer Kit License	\$3,000.00
	Additional ArcGIS Engine Developer Kit License	\$2,448.00
	Primary Maintenance for Additional ArcGIS Engine Developer Kit License	\$3,000.00
	Secondary Maintenance for Additional ArcGIS Engine Developer Kit License	\$1,500.00

Section	Description	Price
	ArcGIS Engine Runtime	
	Standard ArcGIS Engine Runtime License	\$408.00
	ArcGIS Engine Runtime 3D Extension License	\$816.00
	ArcGIS Engine Runtime Spatial Extension License	\$816.00
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	\$816.00
	ArcGIS Engine Runtime Network Extension License	\$816.00
	Maintenance for Standard ArcGIS Engine Runtime License without Extensions	\$100.00
	Maintenance for Standard ArcGIS Engine Runtime License with Extensions	\$400.00
5	ArcGIS Server	
	ArcGIS Server—Enterprise	
	Enterprise Advanced	
	ArcGIS Server Enterprise Advanced (up to two sockets—maximum two cores per socket)	\$32,643.00
	Annual Maintenance ArcGIS Server Enterprise Advanced (up to two sockets—maximum two cores per socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced (additional sockets—maximum two cores per socket)	\$16,322.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Additional Sockets (maximum two cores per socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced (up to two sockets—maximum four cores per socket)	\$65,286.00
	Annual Maintenance ArcGIS Server Enterprise Advanced (up to two sockets—maximum four cores per socket)	\$20,000.00
	ArcGIS Server Enterprise Advanced Additional Sockets (maximum four cores per socket)	\$32,643.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Additional Sockets (maximum four cores per socket)	\$10,000.00
	Enterprise Standard	
	ArcGIS Server Enterprise Standard (up to two sockets—maximum two cores per socket)	\$16,322.00
	Annual Maintenance ArcGIS Server Enterprise Standard (up to two sockets—maximum two cores per socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Additional Sockets (maximum two cores per socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Standard Additional Sockets (maximum two cores per socket)	\$2,500.00
	ArcGIS Server Enterprise Standard (up to two sockets—maximum four cores per socket)	\$32,643.00
	Annual Maintenance ArcGIS Server Enterprise Standard (up to two sockets—maximum four cores per socket)	\$10,000.00
	ArcGIS Server Enterprise Standard Additional Sockets (maximum four cores per socket)	\$16,322.00
	Annual Maintenance ArcGIS Server Enterprise Standard Additional Sockets (maximum four cores per socket)	\$5,000.00
	Enterprise Basic	
	ArcGIS Server Enterprise Basic (up to two sockets—maximum two cores per socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Basic (up to two sockets—maximum two cores per socket)	\$3,000.00
	ArcGIS Server Enterprise Basic Additional Sockets (maximum two cores per socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Enterprise Basic Additional Sockets (maximum two cores per socket)	\$1,500.00
	ArcGIS Server Enterprise Basic (up to two sockets—maximum four cores per socket)	\$16,322.00
	Annual Maintenance ArcGIS Server Enterprise Basic (up to two sockets—maximum four cores per socket)	\$6,000.00
	ArcGIS Server Enterprise Basic Additional Sockets (maximum four cores per socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Basic Additional Sockets (maximum four cores per socket)	\$3,000.00

Section	Description	Price
	Workgroup	
	ArcGIS Server Workgroup Advanced (single socket—maximum two cores per socket)	\$16,322.00
	Annual Maintenance ArcGIS Server Workgroup Advanced (single socket—maximum two cores per socket)	\$5,000.00
	Workgroup Standard Single Socket (maximum two cores per socket)	\$8,160.00
	Annual Maintenance Workgroup Standard Single Socket (maximum two cores per socket)	\$2,500.00
	Workgroup Basic Single Socket (maximum two cores per socket)	\$4,080.00
	Annual Maintenance Workgroup Basic Single Socket (maximum two cores per socket)	\$1,250.00
	ArcGIS Server Extensions	
	ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$8,160.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum two cores/socket)	\$8,160.00
	ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum two cores/socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum two cores/socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum two cores/socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$4,080.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum two cores/socket)	\$4,080.00
	ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum two cores/socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum two cores/socket)	\$4,080.00

Section	Description	Price
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum two cores/socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$16,322.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$16,322.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum four cores/socket)	\$16,322.00
	ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum four cores/socket)	\$16,322.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum four cores/socket)	\$16,322.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum four cores/socket)	\$16,322.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$8,160.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum four cores/socket)	\$8,160.00
	ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum four cores/socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum four cores/socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum four cores/socket)	\$2,500.00

Section	Description	Price
	ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum four cores/socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Workgroup Standard Data Interoperability Extension (single sockets—maximum two cores/socket)	\$4,080.00
	ArcGIS Server Workgroup Advanced Data Interoperability Extension (single sockets—maximum two cores/socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Workgroup Standard Data Interoperability Extension (single sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Workgroup Advanced Data Interoperability Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Workgroup Standard Network Extension (single sockets—maximum two cores/socket)	\$4,080.00
	ArcGIS Server Workgroup Advanced Network Extension (single sockets—maximum two cores/socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Workgroup Standard Network Extension (single sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Workgroup Advanced Network Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Workgroup Advanced 3D Extension (single sockets—maximum two cores/socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Workgroup Advanced 3D Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Workgroup Advanced Spatial Extension (single sockets—maximum two cores/socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Workgroup Advanced Spatial Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Mobile Additional Application Deployments—25 Pack	\$2,040.00
	Annual Maintenance ArcGIS Mobile Additional Application Deployments—25 Pack	\$500.00
	ArcGIS Server Upgrades	
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard Up to Two Socket Maximum Two Cores per Socket License	\$8,160.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced Up to Two socket Maximum Two Cores per Socket License	\$24,482.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced Up to Two Socket Maximum Two Cores per Socket License	\$16,322.00
	ArcGIS Server Additional Sockets Maximum Two Cores per Socket Enterprise Basic Upgrade to Enterprise Standard License	\$4,080.00
	ArcGIS Server Additional Sockets Maximum Two Cores per Socket Enterprise Basic Upgrade to Enterprise Advanced License	\$12,241.00
	ArcGIS Server Additional Sockets Maximum Two Cores per Socket Enterprise Standard Upgrade to Enterprise Advanced License	\$8,160.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard Up to Two Sockets Four Cores per Socket License	\$16,322.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced Up to Two Sockets Four Cores per Socket License	\$48,965.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced Up to Two Sockets Four Cores per Socket License	\$32,643.00
	ArcGIS Server Additional Sockets Maximum Four Cores per Socket Enterprise Basic Upgrade to Enterprise Standard License	\$8,160.00

Section	Description	Price
	ArcGIS Server Additional Sockets Maximum Four Cores per Socket Enterprise Basic Upgrade to Enterprise Advanced License	\$24,482.00
	ArcGIS Server Additional Sockets Maximum Four Cores per Socket Enterprise Standard Upgrade to Enterprise Advanced License	\$16,322.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard Single Socket Maximum Two Cores per Socket License	\$4,080.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced Single Socket Maximum Two Cores per Socket License	\$12,241.00
	ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced Single Socket Maximum Two Cores per Socket License	\$8,160.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic Two Socket Maximum Two Cores per Socket License	\$4,080.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard Two Socket Maximum Two Cores per Socket License	\$12,241.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced Two Socket Maximum Two Cores per Socket License	\$28,563.00
	ArcGIS Server Workgroup Standard upgrade to Enterprise Standard Two Socket Maximum Two Cores per Socket License	\$8,160.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced Two Socket Maximum Two Cores per Socket License	\$24,482.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced Two Socket Maximum Two Cores per Socket License	\$16,322.00
	ArcGIS Server—Enterprise (Staging Server)	
	Enterprise Advanced (Staging Server)	
	ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—maximum two cores per socket)	\$16,322.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—maximum two cores per socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (maximum two cores per socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (maximum two cores per socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—maximum four cores per socket)	\$32,643.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—maximum four cores per socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (maximum four cores per socket)	\$16,322.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (maximum four cores per socket)	\$5,000.00
	Enterprise Standard (Staging Server)	
	ArcGIS Server Enterprise Standard Staging Server (up to two sockets—maximum two cores per socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server (up to two sockets—maximum two cores per socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Staging Server Additional Sockets (maximum two cores per socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server Additional Sockets (maximum two cores per socket)	\$1,250.00
	ArcGIS Server Enterprise Standard Staging Server (up to two sockets—maximum four cores per socket)	\$16,322.00

Section	Description	Price
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server (up to two sockets—maximum four cores per socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Staging Server Additional Sockets (maximum four cores per socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server Additional Sockets (maximum four cores per socket)	\$2,500.00
	Enterprise Basic (Staging Server)	
	ArcGIS Server Enterprise Basic Staging Server (up to two sockets—maximum two cores per socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server (up to two sockets—maximum two cores per socket)	\$1,500.00
	ArcGIS Server Enterprise Basic Staging Server Additional Sockets (maximum two cores per socket)	\$2,040.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server Additional Sockets (maximum two cores per socket)	\$750.00
	ArcGIS Server Enterprise Basic Staging Server (up to two sockets—maximum four cores per socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server (up to two sockets—maximum four cores per socket)	\$3,000.00
	ArcGIS Server Enterprise Basic Staging Server Additional Sockets (maximum four cores per socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server Additional Sockets (maximum four cores per socket)	\$1,500.00
	ArcGIS Server Extensions (Staging Server)	
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$4,080.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$4,080.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum two cores/socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum two cores/socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,040.00

Section	Description	Price
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,040.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,040.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,040.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,040.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,040.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$8,160.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$8,160.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum four cores/socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum four cores/socket)	\$8,160.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$4,080.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$4,080.00

Section	Description	Price
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$4,080.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum four cores/socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum four cores/socket)	\$4,080.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard Up to Two Sockets Maximum Two Cores per Socket License	\$4,080.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced Up to Two Sockets Maximum Two Cores per Socket License	\$12,241.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced Up to Two Sockets Maximum Two Cores per Socket License	\$8,160.00
	ArcGIS Server Additional Sockets Maximum Two Cores per Socket Enterprise Basic Upgrade to Enterprise Standard License	\$2,040.00
	ArcGIS Server Additional Sockets Maximum Two Cores per Socket Enterprise Basic Upgrade to Enterprise Advanced License	\$6,120.00
	ArcGIS Server Additional Sockets Maximum Two Cores per Socket Enterprise Standard Upgrade to Enterprise Advanced License	\$4,080.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard Up to Two Sockets Maximum Four Cores per Socket License	\$8,160.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced Up to Two Sockets Maximum Four Cores per Socket License	\$24,482.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced Up to Two Sockets Maximum Four Cores per Socket License	\$16,322.00
	ArcGIS Server Additional Sockets Maximum Four Cores per Socket Enterprise Basic Upgrade to Enterprise Standard License	\$4,080.00
	ArcGIS Server Additional Sockets Maximum Four Cores per Socket Enterprise Basic Upgrade to Enterprise Advanced License	\$12,241.00
	ArcGIS Server Additional Sockets Maximum Four Cores per Socket Enterprise Standard Upgrade to Enterprise Advanced License	\$8,160.00
6	ArcSDE	
	Maintenance for ArcSDE or SDE Server License with Two CPUs	\$3,000.00
	Maintenance for ArcSDE or SDE Additional Processor License	\$1,000.00
	Maintenance for ArcSDE/SDE Read and Write Server Connection License	\$150.00
	Maintenance for ArcSDE/SDE Read-Only Server Connection License	\$150.00

Section	Description	Price
	ArcSDE (Staging Server)	
	Maintenance for ArcSDE Server and two CPUs for Staging Server	\$1,500.00
	Maintenance for ArcSDE Additional CPU License for Staging Server	\$500.00
	Maintenance for ArcSDE Read and Write Server Connection License for Staging Server	\$75.00
	Maintenance for ArcSDE Read-Only Server Connection License for Staging Server	\$75.00
7	ArcIMS	
	ArcIMS Server/CPU License Internet Deployment License for one Server and two CPUs and ArcIMS Software	\$8,161.00
	ArcIMS Additional CPU License	\$4,081.00
	ArcIMS Single Use Developer License (each)	\$816.00
	ArcIMS Server/CPU Annual Maintenance	\$2,000.00
	ArcIMS Additional CPU Annual Maintenance	\$1,000.00
	ArcIMS Single Use Developer License Annual Maintenance Fee	\$200.00
	ArcIMS Small Local Government Server/CPU License for one Server and up to two CPUs	\$5,000.00
	Maintenance for ArcIMS Small Local Government Server/CPU License	\$1,500.00
	Upgrade of Small Local Government License to ArcIMS Regular Edition License	\$5,000.00
	ArcIMS (Staging Server)	
	ArcIMS Server/CPU Staging Server License—Internet Deployment License for one Server and two CPUs and ArcIMS Software	\$4,080.00
	ArcIMS Additional CPU Staging Server License—ArcIMS Internet Deployment License for Additional CPU on a Server Licensed for ArcIMS	\$2,040.00
	Annual Maintenance for ArcIMS Server/CPU Staging Server	\$1,000.00
	Annual Maintenance for ArcIMS Additional CPU Staging Server	\$500.00
	ArcIMS Route Server	
	ArcIMS Route Server License for one Server and two CPUs	\$2,449.00
	Annual Maintenance for ArcIMS Route Server License for one Server and two CPUs	\$600.00
	ArcIMS Route Server Additional CPU License	\$1,224.00
	Annual Maintenance for ArcIMS Route Server Additional CPU License	\$300.00
	ArcIMS Route Server (Staging Server)	
	ArcIMS Route Server Staging Server for one Server and two CPUs	\$1,224.00
	Annual Maintenance for ArcIMS Route Server Staging Server for one Server and two CPUs	\$300.00
	ArcIMS Route Server Additional CPU Staging Server	\$612.00
	Annual Maintenance for ArcIMS Route Server Additional CPU Staging Server	\$150.00
	ArcIMS Route Server Data Options	
	Data Pack—Tele Atlas North America (USA & Canada) Data License for up to 5,000,000 Transactions, Internet Use	\$10,000.00
	Data Pack—Tele Atlas North America (USA & Canada) Data License for up to 20,000,000 Transactions, Internet Use	\$25,000.00
	Data Pack—Tele Atlas North America (USA & Canada) Data License for up to 60,000,000 Transactions, Internet Use	\$75,000.00
	Data Pack—NAVTEQ North America (USA & Canada) Data License for one Server and two CPUs	\$18,000.00
	Update Fee for Data Pack—NAVTEQ North America (USA & Canada) Data License for one Server and two CPUs	\$3,600.00
	Data Pack—NAVTEQ North America (USA & Canada) Data Additional CPU License	\$3,000.00
	Update Fee for Data Pack—NAVTEQ North America (USA & Canada) Data Additional CPU License	\$600.00

Section	Description	Price
	ArcIMS Data Delivery Extension	
	ArcIMS Data Delivery Extension License for one Server and two CPUs	\$4,080.00
	Annual Maintenance for ArcIMS Data Delivery Extension License for one Server and two CPUs	\$1,000.00
	Additional CPU License for ArcIMS Data Delivery Extension	\$2,040.00
	Annual Maintenance for Additional CPU License for ArcIMS Data Delivery Extension	\$600.00
	ArcIMS Data Delivery Extension (Staging Servers)	
	ArcIMS Data Delivery Extension Staging Server License for one Server and two CPUs	\$2,040.00
	Annual Maintenance for ArcIMS Data Delivery Extension Staging Server License for one Server and two CPUs	\$500.00
	ArcIMS Data Delivery Extension Additional Staging Server CPU License	\$1,020.00
	Annual Maintenance for ArcIMS Data Delivery Extension Additional Staging Server CPU License	\$300.00
8	Business Applications Software	
	ArcView Business Analyst	
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$15,093.00
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) AGS	\$15,093.00
	Annual Maintenance ArcView Business Analyst Extension (per license) ESRI BIS	\$16,187.00
	Annual Maintenance ArcView Business Analyst Extension (per license) AGS	\$16,187.00
	Optional AGS Data Pack (only for ArcView Business Analyst Customers who have already purchased ArcView Business Analyst with the ESRI BIS Data Set) (per license)	\$2,500.00
	Optional ESRI BIS Data Pack (only for ArcView Business Analyst Customers who have already purchased ArcView Business Analyst with the AGS Data Set) (per license)	\$2,500.00
	Annual Maintenance for ArcView Business Analyst Optional ESRI BIS Data Pack (per license)	\$2,500.00
	Annual Maintenance for ArcView Business Analyst Optional AGS Data Pack (per license)	\$2,500.00
	ArcGIS Business Analyst (Single or Concurrent Use)	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$15,093.00
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$11,013.00
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$6,933.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$15,093.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$11,013.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$6,933.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$18,362.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$13,053.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$8,079.00
	Annual Maintenance for ArcGIS Business Analyst (National Dataset) Software License (per license)	\$16,187.00

Section	Description	Price
	Annual Maintenance for ArcGIS Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$11,811.00
	Annual Maintenance for ArcGIS Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$7,435.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License (per license)	\$16,188.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License (per license)	\$11,811.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License (per license)	\$7,435.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License (per license)	\$19,693.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License (per license)	\$13,999.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License (per license)	\$8,674.00
9	Tracking Server	
	Tracking Server License (up to two CPUs)	\$9,672.00
	Additional Tracking Server CPU License	\$4,836.00
	Update Subscription for Tracking Server License	\$2,000.00
	Update Subscription for Additional Tracking Server CPU License	\$1,000.00
	Tracking Server (Staging Servers)	
	Tracking Server License (up to two CPUs) for Staging Server	\$4,836.00
	Additional Tracking Server CPU License for Staging Server	\$2,418.00
	Update Subscription for Tracking Server License (up to two CPUs) for Staging Server	\$1,000.00
	Update Subscription for Additional Tracking Server CPU License for Staging Server	\$500.00
10	ArcGIS Image Server	
	ArcGIS Image Server (up to two sockets—maximum two cores per socket)	\$8,160.00
	Annual Maintenance ArcGIS Image Server Staging Server (up to two sockets—maximum two cores per socket)	\$2,500.00
	ArcGIS Image Server (additional sockets—maximum two cores per socket)	\$4,080.00
	Annual Maintenance ArcGIS Image Server Staging Server (additional sockets—maximum two cores per socket)	\$1,250.00
	ArcGIS Image Server (up to two sockets—maximum four cores per socket)	\$16,322.00
	Annual Maintenance ArcGIS Image Server (up to two sockets—maximum four cores per socket)	\$5,000.00
	ArcGIS Image Server (additional sockets—maximum four cores per socket)	\$8,160.00
	Annual Maintenance ArcGIS Image Server (additional sockets—maximum four cores per socket)	\$2,500.00
	ArcGIS Image Server Orthorectification Extension (up to two sockets—maximum two cores per socket)	\$4,080.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension (up to two sockets—maximum two cores per socket)	\$1,250.00
	ArcGIS Image Server Orthorectification Extension (additional sockets—maximum two cores per socket)	\$2,040.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension (additional sockets—maximum two cores per socket)	\$625.00
	ArcGIS Image Server Orthorectification Extension (up to two sockets—maximum four cores per socket)	\$8,160.00

Section	Description	Price
	Annual Maintenance ArcGIS Image Server Orthorectification Extension (up to two sockets—maximum four cores per socket)	\$2,500.00
	ArcGIS Image Server Orthorectification Extension (additional sockets—maximum four cores per socket)	\$4,080.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension (additional sockets—maximum four cores per socket)	\$1,250.00
	ArcGIS Image Server Seamline Extension (up to two sockets—maximum two cores per socket)	\$4,080.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (up to two sockets—maximum two cores per socket)	\$1,250.00
	ArcGIS Image Server Seamline Extension (additional sockets—maximum two cores per socket)	\$2,040.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (additional sockets—maximum two cores per socket)	\$625.00
	ArcGIS Image Server Seamline Extension (up to two sockets—maximum four cores per socket)	\$8,160.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (up to two sockets—maximum four cores per socket)	\$2,500.00
	ArcGIS Image Server Seamline Extension (additional sockets—maximum four cores per socket)	\$4,080.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (additional sockets—maximum four cores per socket)	\$1,250.00
	ArcGIS Image Server (Staging Server)	
	ArcGIS Image Server Staging Server (up to two sockets—maximum two cores per socket)	\$4,080.00
	Annual Maintenance ArcGIS Image Server Staging Server (up to two sockets—maximum two cores per socket)	\$1,250.00
	ArcGIS Image Server Staging Server (additional sockets—maximum two cores per socket)	\$2,040.00
	Annual Maintenance ArcGIS Image Server Staging Server (additional sockets—maximum two cores per socket)	\$625.00
	ArcGIS Image Server Staging Server (up to two sockets—maximum four cores per socket)	\$8,160.00
	Annual Maintenance ArcGIS Image Server Staging Server (up to two sockets—maximum four cores per socket)	\$2,500.00
	ArcGIS Image Server Staging Server (additional sockets—maximum four cores per socket)	\$4,080.00
	Annual Maintenance ArcGIS Image Server Staging Server (additional sockets—maximum four cores per socket)	\$1,250.00
	ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum two cores per socket)	\$2,040.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum two cores per socket)	\$625.00
	ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum two cores per socket)	\$1,020.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum two cores per socket)	\$312.00
	ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum four cores per socket)	\$4,080.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum four cores per socket)	\$1,250.00
	ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum four cores per socket)	\$2,040.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum four cores per socket)	\$625.00

Section	Description	Price
	ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum two cores per socket)	\$2,040.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum two cores per socket)	\$625.00
	ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum two cores per socket)	\$1,020.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum two cores per socket)	\$312.00
	ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum four cores per socket)	\$4,080.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum four cores per socket)	\$1,250.00
	ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum four cores per socket)	\$2,040.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum four cores per socket)	\$625.00
	ArcGIS Image Server Service Editor Desktop Deployment License	
	ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$2,040.00
	Annual Maintenance—ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$625.00
	ArcGIS Image Server—Service Editor Additional Seamline or Orthorectification Extensions for Service Editor Desktop Deployments	\$4,080.00
	Annual Maintenance ArcGIS Image Server—Service Editor Additional Seamline or Orthorectification Extensions for Service Editor Desktop Deployments	\$1,250.00
11	ArcLogistics Route	
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data)	\$9,792.00
	ArcLogistics Route Annual Maintenance (U.S. data)	\$2,000.00
	ArcLogistics Route Additional Service Area (U.S. data)	\$1,632.00
	ArcLogistics Route Additional Service Area (U.S. data) Annual Maintenance	\$1,000.00
	ArcLogistics Route No Data License	\$8,160.00
	ArcLogistics Route No Data License Annual Maintenance	\$1,000.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack	\$24,481.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack Annual Maintenance	\$6,000.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pack	\$81,604.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pack Annual Maintenance	\$20,000.00
	ArcLogistics Route No Data License for Citrix 5-Pack	\$20,401.00
	ArcLogistics Route No Data License for Citrix 5-Pack Annual Maintenance	\$5,000.00
	ArcLogistics Route No Data License for Citrix 25-Pack	\$61,203.00
	ArcLogistics Route No Data License for Citrix 25-Pack Annual Maintenance	\$15,000.00
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data) for Local Government	\$6,000.00
	ArcLogistics Route Annual Maintenance (U.S. data) for Local Government	\$1,600.00
	ArcLogistics Route No Data License for Local Government	\$5,000.00
	ArcLogistics Route No Data License for Local Government Annual Maintenance	\$1,000.00
	ArcLogistics Route for Citrix License (U.S. data) 3-Pack for Local Government	\$18,000.00
	ArcLogistics Route for Citrix License (U.S. data) 3-Pack for Local Government Annual Maintenance	\$3,600.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack for Local Government	\$24,000.00

Section	Description	Price
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack for Local Government Maintenance	\$6,000.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pack for Local Government	\$80,000.00
	ArcLogistics Route for Citrix Licenses (U.S. data) 25-Pack for Local Government Annual Maintenance	\$20,000.00
	ArcLogistics Route No Data License for Citrix 3-Pack for Local Government	\$15,000.00
	ArcLogistics Route No Data License for Citrix 3-Pack for Local Government Annual Maintenance	\$3,000.00
	ArcLogistics Route No Data License for Citrix 5-Pack for Local Government	\$20,000.00
	ArcLogistics Route No Data License for Citrix 5-Pack for Local Government Annual Maintenance	\$5,000.00
	ArcLogistics Route No Data License for Citrix 25-Pack for Local Government	\$60,000.00
	ArcLogistics Route No Data License for Citrix 25-Pack for Local Government Annual Maintenance	\$15,000.00
	BusinessMAP	
	BusinessMAP 4	\$338.00
	RouteMAP IMS	
	RouteMAP IMS Server/CPU License	\$2,466.00
	RouteMAP IMS Additional CPU License	\$411.00
	RouteMAP IMS Maintenance Server/CPU License	\$1,000.00
	RouteMAP IMS Maintenance for Additional CPU License	\$500.00
	RouteMAP IMS Data Pack North America Server/CPU License—Includes Data for United States, Canada, and Puerto Rico	\$5,304.00
	RouteMAP IMS Data Pack North America Additional CPU License—Data for United States, Canada, and Puerto Rico	\$408.00
	RouteMAP IMS Data Pack North America Maintenance for Server/CPU License	\$3,000.00
	RouteMAP IMS Data Pack North America Maintenance for Additional CPU License	\$500.00
12	Other Software	
	NetEngine	
	NetEngine Standard Developer Kit (incl. 1 Developer License and 10 Deployment Licenses)	\$10,201.00
	NetEngine Internet Developer Kit (incl. 2 Developer Licenses and One Deployment License for one Server with Up to two CPUs)	\$6,121.00
	Additional NetEngine Server/CPU Deployment License (Up to two CPUs)	\$4,896.00
	Additional NetEngine CPU Deployment License	\$4,080.00
	Additional NetEngine Developer License	\$2,040.00
	NetEngine Standard Deployment License (each)	\$816.00
	Annual Maintenance for NetEngine Standard Developer Kit	\$2,000.00
	Annual Maintenance for NetEngine Internet Developer Kit	\$2,000.00
	Annual Maintenance for NetEngine Additional Server/CPU Deployment License	\$1,200.00
	Annual Maintenance for Additional NetEngine CPU Deployment License	\$1,000.00
	Annual Maintenance for Additional NetEngine Developer License (each)	\$500.00
	NetEngine Annual Renewal for Network Server Deployment License (Old Program)	\$1,000.00
	Maplex	
	Maplex First Single Use License	\$14,507.00
	Maplex Second Single Use License	\$13,541.00
	Maplex Third Single Use License	\$11,123.00

Section	Description	Price
	Maplex Single Use License Annual Primary Maintenance	\$3,750.00
	Maplex Single Use License Annual Secondary Maintenance	\$1,500.00
	PLTS for ArcGIS (Single or Concurrent Use)	
	PLTS for ArcGIS Mapping Agency Solution	\$8,665.00
	Annual Maintenance for PLTS for ArcGIS Mapping Agency Solution	\$2,500.00
	PLTS for ArcGIS Nautical Solution	\$8,665.00
	Annual Maintenance for PLTS for ArcGIS Nautical Solution	\$2,500.00
	PLTS for ArcGIS Defense Solution	\$8,665.00
	Annual Maintenance for PLTS for ArcGIS Defense Solution	\$2,500.00
	PLTS for ArcGIS Aeronautical Solution	\$8,665.00
	Annual Maintenance for PLTS for ArcGIS Aeronautical Solution	\$2,500.00
	PLTS Foundation	\$4,332.00
	Annual Maintenance for PLTS Foundation	\$1,250.00
	GIS Data ReViewer (Single or Concurrent Use)	
	GIS Data ReViewer	\$1,616.00
	Annual Maintenance for GIS Data ReViewer	\$625.00
	Map Production System Atlas	\$2,166.00
	Annual Maintenance for Map Production System Atlas	\$625.00
	ArcPad	
	ArcPad Single Use License	\$404.00
	ArcPad Single Use License Technical Support	\$295.00
	ArcPad Application Builder Single Use License	\$1,224.00
	ArcPad Application Builder Primary Maintenance	\$500.00
	ArcPad Application Builder Secondary Maintenance	\$300.00
	ArcPad 5.x/6.x Upgrade to 7.x	\$145.00
	ESRI Data & Maps	
	ESRI Data & Maps—StreetMap Pro, U.S. & Canada, Single Use per Seat License	\$3,385.00
	ESRI Data & Maps—StreetMap Pro, U.S. & Canada, Concurrent Use per Seat License	\$3,385.00
13	Reserved	
14	ESRI Developer Network (EDN)	
	Annual Subscription for ESRI Developer Network (EDN)	\$1,451.00
	DSG Support (10 calls) for ESRI Developer Network (EDN)	\$2,000.00
	Instructor-Led Training (5 days) for ESRI Developer Network (EDN)	\$2,000.00
15	Software Media Kits and Hardware Keys	
	Additional Install Kit for ArcGIS	\$387.00
	Additional ArcGIS Hardware Key (USB)	\$50.00
	Additional ArcGIS Hardware Key (Parallel)	\$50.00
16	Developer Support Program	
	ArcIMS Developers Priority Support	\$1,495.00
	ArcIMS Developers Pay-As-You-Go Support (per incident)	\$300.00
	ArcInfo Workstation Developers Priority Support	\$2,000.00
	ArcInfo Workstation Developers Pay-As-You-Go Support (per incident)	\$300.00
	ArcGIS Desktop Developers Priority Support	\$2,000.00
	ArcGIS Desktop Developers Pay-As-You-Go Support (per incident)	\$300.00
	Cross Product Plan Developers Priority Support	\$2,000.00
	Annual Premium Support Services	\$75,000.00
	Premium Support Services at an Hourly Rate—Minimum 36 Hours	\$7,500.00

Section	Description	Price
	Installation Services	
	ArcGIS Server Installation Service	\$3,500.00
	Tracking Server Installation and Support Service	\$20,000.00
	ArcIMS Installation Service	\$3,500.00
	ArcSDE Installation Service	\$3,500.00
	Training	
	ESRI Site Training per Student, per Day at ESRI Learning Centers in the USA (Price effective until 12/31/2006)	\$450.00
	ESRI Site Training per Student, per Day at ESRI Learning Centers in the USA (Price effective 01/01/2007)	\$475.00
	Client Site Training per Class, per Day (12 Students) at Client Locations in the USA (Price effective until 12/31/2006)	\$3,500.00
	Client Site Training per Class, per Day (12 Students) at Client Locations in the USA (Price effective 01/01/2007)	\$3,675.00
17	Virtual Campus	
	Individual Courses	
	ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat	\$25.00
	ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat	\$50.00
	ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat	\$75.00
	ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat	\$100.00
	ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat	\$125.00
	ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat	\$150.00
	ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat	\$175.00
	ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat	\$200.00
	ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat	\$225.00
	ESRI Virtual Campus Subscription Pricing	
	Education Subscriptions (for all Virtual Campus courses)	
	Annual Premium Subscription (\$2,500 Virtual Campus Dollar Value)	\$2,250.00
	Annual Premium Subscription (\$5,000 Virtual Campus Dollar Value)	\$4,250.00
	Annual Premium Subscription (\$10,000 Virtual Campus Dollar Value)	\$7,000.00
	Annual Premium Subscription (\$50,000 Virtual Campus Dollar Value)	\$30,000.00
	Annual Premium Subscription (\$100,000 Virtual Campus Dollar Value)	\$50,000.00
	Annual Standard Subscription (\$2,500 Virtual Campus Dollar Value)	\$2,125.00
	Annual Standard Subscription (\$5,000 Virtual Campus Dollar Value)	\$4,000.00
	Annual Standard Subscription (\$10,000 Virtual Campus Dollar Value)	\$6,000.00
	Annual Standard Subscription (\$50,000 Virtual Campus Dollar Value)	\$25,000.00
	Annual Standard Subscription (\$100,000 Virtual Campus Dollar Value)	\$40,000.00
	ESRI Virtual Campus Web Workshop	
	ESRI Virtual Campus Web Workshop (per seat)	\$30.00



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

MASTER PURCHASE AGREEMENT
Contract No. 2006MPA3523

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, services, Documentation, Data, or hardware over a defined period of time.

This Agreement is comprised of the following documents:

1. Master Purchase Agreement signature page, E111 11/04
2. ESRI MPA Terms and Conditions, Version E500 1/05
3. General License Terms and Conditions, Version E200M 3/05
4. ESRI Exhibit 1, Scope of Use, Version E300 9/05B and ESRI Exhibit 2, ESRI U.S. Software Maintenance Program 10/05
5. ESRI MPA Price List, Version ~~E405~~ E413 10/06 E412 11/06 ¹⁷⁹
6. ESRI Client Site Training Terms and Conditions, E207 11/04

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

Licensee may only use the type and number of copies of the Software, Data, and Documentation for which the appropriate license fees have been paid to ESRI in accordance with this Agreement.

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

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

State of Nebraska
(Licensee)

By: [Signature]
Authorized Signature

Printed Name: Don J. Medinger

Title: Administrator

Date: January 5, 2007

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.

(ESRI)
By: [Signature]
Authorized Signature

Printed Name: LAURA DANGERMOND
VICE PRESIDENT

Title: _____

Date: OCT 19 2006

Licensee Contact Information

Contact: Ruth Gray

Address: 301 Centennial Mall South

City, State, ZIP: Lincoln, NE 68508

Telephone: (402) 471-0974

Fax: (402) 471-2089

E-mail: rgray@notes.state.ne.us



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 I, 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. 2006MPA3523."

2006MPA3523 JB

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 Data will 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:

See signature page (E111)

ESRI Contact:

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

GENERAL LICENSE TERMS AND CONDITIONS
(E200M 3/05)

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- (a) Licensee promptly notifies ESRI in writing of the claim thereof;

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

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

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**EXHIBIT 1
SCOPE OF USE
(E300 9/05B)**

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The scope of use for each ESRI Software identified below is described in the applicable footnotes listed in parentheses.

Desktop Software

- ArcGIS Desktop
 - ArcReader (1 and 18)
 - ArcView (1, 2, 6, and 14)
 - ArcEditor (1, 2, 6, and 14)
 - ArcInfo (2, 6, and 14)
 - ArcInfo Workstation Extensions (2 and 6)
 - ArcGIS Desktop Extensions (1, 2, and 6)
- Production Line Tool Set for ArcGIS (PLTS); GIS Data ReViewer; Job Tracking for ArcGIS (1 and 2)
- ArcView GIS 3.x
 - ArcView and Extensions (1)
- ArcPad (1, 9, and 10)
- ArcPad StreetMap (1, 9, and 19)
- ArcLogistics Route (1 and 8)
- BusinessMAP (1)
- Maplex (1)
- MOLE (1)
- ArcExplorer (1 and 18)
- Data Sets (1)

Server Software

- ArcGIS Server
 - ArcGIS Server Base License (3, 5, 7, and 22)
 - Extensions (3, 6, 7, and 22)
- ArcSDE
 - ArcSDE Application and Connection Server (3, 5, 7, 17, and 22)
 - ArcSDE for Coverages (3, 5, 7, 17, and 22)
 - ArcSDE Client Access (2, 17, and 22)
 - ArcSDE CAD Client (2, 17, and 22)
- ArcIMS
 - ArcIMS and Extensions (3, 5, 6, 7, 12, and 22)
 - ArcIMS ArcMap Server (3, 5, 7, 12, and 22)
 - RouteMap IMS (3, 5, 7, 12, and 22)

- Tracking Server (7 and 22)
- ESRI Image Server
 - ESRI Image Server Base License (3, 5, 7, and 22)
 - Extensions (3, 6, 7, and 22)

Developer Software

- ArcGIS Schematics SDK (1, 4, 12, and 15)
- ArcGIS Engine
 - ArcGIS Engine Developer Kit (1, 12, and 21)
 - ArcGIS Engine Runtime (1, 12, and 21)
 - Extensions (1, 6, 12, and 21)
- MOLE SDK (1, 4, and 12)
- ArcPad Application Builder (1)
- MapObjects—Windows Edition (1, 4, 11, 12, and 15)
- MapObjects—Java Edition (1, 3, 4, 5, 7, 12, 15, 16, and 22)
- MapObjects LT (1, 4, 11, and 12)
- NetEngine (1, 5, and 12)
- NetEngine Internet (3, 5, and 13)
- Geocoding Development Kit (1)

ESRI Software, Data, and Documentation

- ArcGIS Business Analyst (1, 2, and 20)
- ArcView Business Analyst (1 and 20)
- Demographic Data (1 and 20)
 - CommunityInfo
 - Retail Marketplace
 - Consumer Expenditure
- Community Tapestry Data (1 and 20)
- Third Party Data (1 and 20)
- Community Coder (1 and 20)
- Sourcebook America (included with ArcReader) (1, 18, and 20)
- Portfolio
 - Allocate (1 and 20)
 - Solocast (1 and 20)

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22. Server Software may be used in logical, virtual, and "on-demand" server configurations. When counting the number of CPU licenses required for each type of server configuration, ESRI counts all the physical CPUs in a server where the Server Software is installed and/or running. In logical server configurations each Server Software license may be installed on up to two (2) CPUs in one (1) logical server. For "on-demand computing" dormant CPUs do not need to be licensed until they are activated. In virtual server configurations all CPUs in the server must be licensed.

ESRI U.S. Software Maintenance Subscription Program

Last edited: October 13, 2005.

Exhibit 2

Introduction

The purpose of this Software Maintenance Subscription Program document is as follows:

- Describe ESRI's software maintenance benefits for U.S. customers
- Describe maintenance quoting and invoicing procedures
- Provide definitions of maintenance-, product-, and support-related terminology used by ESRI
- Describe the groups involved with ESRI's software helpdesk/technical support
- List general procedures and conditions including contact information and requirements

ESRI's Software Maintenance Program is a cost-effective and comprehensive program that includes technical support, software updates, and many other benefits. Typically, maintenance for the first year is automatically included (complimentary subscription) when a qualifying software product is licensed.

When you are a participant (complimentary or prepaid subscription) in the software maintenance program, you receive the newest versions of ESRI software automatically upon release, at no additional charge. This allows you and your organization to keep up with the latest software technology developments, take advantage of usability improvements, and manage software licenses more easily. Being part of the ESRI Software Maintenance Program provides you with the following:

- Automatic shipment of software updates to keep your ESRI products current
- Technical Support assistance from skilled and experienced analysts
- Complimentary registrations to the annual ESRI User Conference (where applicable)
- Priority consideration for ESRI's Software Beta Program to preview and test software prior to general release
- Subscriptions to ArcNews and ArcUser
- Advanced notification of software promotions, when offered.

Definitions

Throughout this document and on ESRI's Maintenance web pages, ESRI uses a group of terms related to maintenance, technical product support, and licensing. Below you will

find definitions of these terms as they relate to these programs and policies. Please refer to these definitions as you read this document.

Authorization File

An authorization file contains your Single Use or Server product authorization data. Each file contains information regarding the Feature Name, Version Number, Time-out Date, Registration Number, and Authorization Code. The Authorization File must be accessible by your ESRI software in order to enable the software for use.

Authorized Caller

An authorized caller is an individual designated by the customer who can contact ESRI to request technical support services (e.g., to report software problems, or request assistance with software use). If the customer does not notify ESRI with the name of the authorized caller, the first person to call in to request support services becomes the default authorized caller.

If the currently designated authorized caller is no longer the appropriate contact for this assignment (i.e. resigns from the company, changes jobs, etc.), the customer should inform ESRI who the new authorized caller will be. The customer can change their authorized caller list at any time by notifying ESRI Technical Support.

Complimentary Maintenance

Complimentary maintenance is provided to new qualifying software users for a period of one year following product licensing and includes all the maintenance benefits and deliverables described for maintenance for the respective product. See the qualifying software matrix for a list of these benefits for each product, as applicable:

<http://gis.esri.com/software/maintenance/qualifying.cfm>

Concurrent Use License

A concurrent use license permits execution of the software on any computer on the network. A concurrent use license allows a product to be licensed such that multiple users can gain access to the software concurrently through a shared pool of licenses administered by a central license manager. The number of concurrent licenses determines the number of users who can run the applications concurrently. However, each user only accesses a license when it is needed since a concurrent use license is not locked to a single computer and as such, can "float" on a network.

Developer Product

A product licensed for development use, only. Each Developer product requires a unique registration number used to generate the authorization file. The Software Authorization Wizard is then used to enter the authorization file and unlock the software for use

Developer Support Group

The Developer Support Group (DSG) is a team of programmers and database administrators who specialize in solving development issues concerning ESRI's software. Developer support is oriented specifically toward users of ESRI developer desktop and server software, providing low-level technical assistance to developers

Floating

A license that is not locked to a single computer and thus can "float" on a network.

Hardware Key

The Sentinel SuperPro hardware key is a parallel or USB port hardware dongle that provides the unique number used in the generation of your license file. The key is plugged into either the parallel or USB port on the License Manager Server. In some cases, the hardware key is shipped inside your ArcGIS product packaging. UNIX users do not need a hardware key.

Helpdesk Support

Helpdesk support is used as a generic term to describe all the technical assistance services or programs for any ESRI software program through the Technical Support Group, Developer Support Group or Premium Support Group.

Incident

An incident is a request placed to Helpdesk Support Services regarding a technical question, problem, or difficulty faced when attempting to work with any ESRI software program.

Keycode

A keycode is a unique number in the feature line of your license or authorization file that controls access to your software. The keycode only allows access to the parts of the

software that have been licensed. Concurrent, floating and node-locked licenses are keycode protected.

License

The right to use a software product or component as defined in the license or authorization file.

License File

Used under the concurrent use copy protection model, a license file contains your License Manager license data. Each license file contains information such as the SERVER, ESRI_SENTINEL_KEY number (Windows only), Version, the number of Seats, etc.

License Manager

The license management software program or hardware key, or similar copy-protection mechanism, which control the distribution of the licensed number of software copies to requesting end user(s) of licensee.

Maintenance

A collection of benefits accompanying the license of a qualifying software product which includes technical assistance and software updates. Maintenance may also include complimentary ESRI User Conference registration(s), and discount promotions.

Maintenance Renewal Date

The date your maintenance contract for a particular product expires. Multiple copies of the same product may expire on different dates. Alternatively, all copies of a software product may have their maintenance terms synchronized to the same date.

Node-Locked License

A dedicated license that allows the quantity of authorized network users to use the software concurrently on one (1) computer.

Primary Maintenance

Part of a two-tiered maintenance program structure. A licensing model for maintenance, allowing the 1st and then every 10th license to be categorized as eligible for various maintenance benefits.

Registration Number

A three letter, 9 digit number (ABC123456789) that is used by ESRI to create an authorization file to enable your software. Every Single Use and Server product, including their extensions or options, has a unique registration number.

Seat

The number used to specify the amount of concurrent instances of the software that can be used at one time. Most often, seats represent users at individual computers. However, seats may also represent the concurrent number of servers or connections in use.

Secondary Maintenance

Part of a two-tiered maintenance program structure. A licensing model for maintenance, allowing nine (9) licenses out of every ten (1) to be categorized as eligible for various maintenance benefits with a special pricing program.

Server License

A license for (server-side) software that either resides on a server computer and provides services to multiple users and/or client computers in a distributed computing environment, or resides on an individual desktop computer and provides services to that computer in conjunction with ArcGIS Desktop, or other Server software.

Single Use License

A license that restricts use of a software product to one machine. A license must be dedicated for each computer or network access point that has use rights for the software, data or documentation

Staging Server

Staging Server licenses provide the right to set up one (1) additional, shared Server computer with up to two (2) CPUs for the following purposes. User acceptance testing, Performance testing, Load testing of other third-party server software, Staging new commercial data updates, Training activities, Access by EDN and non-EDN subscribers for testing/staging purposes.

Technical Support Group

The ESRI Technical Support Group (TSG) is an organization that provides software support to users of ESRI software.

Updates

Updates are a collection of files that correct a problem with a software program or improve the product through enhancements. When the product update has been announced that it is available to ship, updates are distributed automatically to customers current on Maintenance as part of the benefits of a Maintenance subscription

Helpdesk Support Services

Technical Support Group (TSG)

The ESRI Technical Support Group (TSG) is composed of highly skilled GIS analysts who are dedicated to providing timely, expert assistance to ESRI software users. Areas of support include installing ESRI software, solving problems arising from the use of ESRI software, hardware interfacing of peripheral devices, and logging of enhancement requests and defects submitted by users or developers.

Pay-As-You-Go TSG Support

The Pay-As-You-Go program is available to users who do not own an annual maintenance plan but have a short-term need for technical assistance with one or a few items. Customers may purchase a single support request from TSG by calling ESRI's Helpdesk Support Center and charging the call to a major credit card. The amount of the fee depends on which product is being used. Pay-As-You-Go may not be available for all ESRI software products; to determine whether your software product qualifies for Pay-As-You-Go, please refer to the Qualifying Software matrix found on ESRI's Software Maintenance pages at <http://www.esri.com/maintenance>.

During the course of pursuing and solving a problem, if it is found that the cause of the problem is significantly related to a defect in our product, software, or documentation, ESRI will refund the Pay-as-You-Go fee. **Note:** The Pay-As-You-Go program is available only in the United States and is not available for software acquired under an ESRI Developer Network (EDNSM) subscription.

Developer Support Group (DSG)

The ESRI Developer Support Group (DSG) is composed of highly skilled programmers and database administrators who specialize in solving development issues related to ESRI software. DSG provides technical support, training, and consulting services oriented specifically toward users of ESRI developer tools and server software. Developer support is designed to meet the unique needs of application and database developers.

There are three different support plans available from the ESRI Developer Support Group.

- Priority Developer Support
- Pay-As-You-Go
- Cross-Product Developer Support

Priority DSG Support

Priority DSG support is the standard level of developer support offered for ESRI products for which developer support is available. Priority DSG support is an annual maintenance plan sold per product, per customer site that allows authorized callers from a site to submit an unlimited number of support requests during the year. Some ESRI products include Priority DSG support as part of the purchase price and standard maintenance plan. To see the number of authorized callers and a complete list of available products, please refer to the Qualifying Software matrix on ESRI's Software Maintenance pages at <http://www.esri.com/maintenance>.

Pay-As-You-Go DSG Support

The Pay-As-You-Go program is available to users who do not own an annual maintenance plan but have a short-term need for developer support assistance with one or a few items. Developers may purchase a single support request from DSG by calling the ESRI Helpdesk Support Center and charging the call to a major credit card. The amount of the fee depends on which product is being used. Pay-As-You-Go may not be available for all ESRI software products. To determine whether your software product qualifies for Pay-As-You-Go, please refer to the Qualifying Software matrix found on ESRI's Software Maintenance pages at <http://www.esri.com/maintenance>.

During the course of pursuing and solving the problem, if it is found that the cause of the problem is significantly related to a defect in our product, software, or documentation, ESRI will refund the Pay-as-You-Go fee. **Note:** The Pay-As-You-Go program is available only in the United States and is not provided for software acquired under an EDN subscription.

Cross-Product DSG Support

Cross-Product DSG support is an alternative to Priority DSG support for those products that do not include DSG support as part of the purchase price and standard maintenance plan. Cross-Product developer support allows an unlimited number of callers per customer site to submit up to 10 support requests (incidents) per 12 months for any qualifying ESRI product. Additional blocks of 10 support requests can be purchased for the same fee.

During the course of pursuing and solving the problem, if it is found that the cause of the problem is significantly related to a defect in our product, software, or documentation, an incident will not be deducted from the block of 10. The block of 10 incidents is provided on an annual use-it-or-lose-it basis. Any incidents that remain unused at the end of the 12-month period do not roll over to the next year. Developers who use many ESRI products and who only need support occasionally should find this plan well tailored to their needs and budget.

Accessing Helpdesk Support Services

ESRI customers within the United States may contact Helpdesk Support between 6:00 a.m. and 5:00 p.m., Pacific Time, Monday through Friday, exclusive of ESRI holidays. International users should contact their local ESRI Distributor for these services.

Tel.: 888-377-4575

Fax: 909-792-0960

E-mail: support@esri.com

Web: [Support Web site](#)

By Telephone

Each reported Helpdesk Support request is logged as an incident and given a unique identification number for your reference and tracking. After an incident is logged, the caller is connected to a technical specialist who will be dedicated to work on the incident until it is resolved or determined to be a defect in the software. If a specialist is unavailable, the call is placed in a dispatch queue. The caller will then be contacted by the first available technical specialist.

By E-Mail, Fax, or Web

For customers who do not want to telephone or who cannot reach Helpdesk Support during normal Helpdesk Support operating hours, fax, e-mail, and Web support are available. Requests through these channels are received 24 hours a day, 7 days a week but are logged and assigned to a technical specialist beginning the next business day. Support requests are answered on a first-come, first-served basis. All incidents reported by fax, e-mail, or Web are given the same priority and level of attention as those reported by telephone.

No matter which communication channel you choose, all requests for support should contain detailed information about your technical issue. To help expedite a solution, technical specialists expect information that includes your type and version of ESRI software, hardware platform, and peripherals (if applicable), version of operating system, description of problem, and customer number. Please refer to the Preparing for Support section below for additional details. Your technical specialist will respond by telephone, fax, or e-mail.

Resolution Time

The time required to resolve support incidents varies depending on the type of problem and whether we are able to reproduce it in-house. Usually, we are able to answer questions and suggest solutions to problems on the same day we receive requests, but the turnaround time for a response may depend on the complexity of the problem and the number of support requests in the queue.

If research or consultation with another technical specialist or programmer is required, a complete response may take two to three working days. Under some circumstances, a response may take longer, especially if working with a developer product requiring extensive coding. If the problem turns out to be a software or documentation error for which there is no workaround, a final resolution may have to wait for a future programming modification. However, satisfactory workarounds can be provided for many coding and documentation error problems.

ESRI Support Center

24-Hour Resources—Your Online Technical Resource

At the ESRI Support Center (<http://support.esri.com>), help is only a click away. The ESRI Support Center provides announcements about new software and updates and answers to the most frequently asked questions as well as tools for searching for known reported defects, discovering workarounds, and downloading technical materials. You can also report a defect, submit a software enhancement request, access hyperlinks to register new ESRI software, and check out the latest software hot topics from the ESRI user and developer communities. The ESRI Support Center is available 24 hours a day, 7 days a week.

Knowledge Base

The Knowledge Base is a rich technical database accessible from the ESRI Support Center. For all ESRI software products, you can find the information you need by searching our repository of known defects, how-to documents, white papers, system requirements, and common error messages.

Downloads

We understand how frustrating it can be to discover a defect or limitation. ESRI has made all patches, hot fixes, and service packs available for download from the ESRI Support Center site. You can also download the latest samples, data models, user-contributed ArcScripts, geoprocessing models and scripts, and evaluation software.

User-to-User Discussion Forums and Discussion Lists

ESRI hosts a collection of topical forums for our community of GIS professionals to browse and post focused questions, get answers, or actively assist others in the community. Available worldwide, there are dozens of forums including software product-specific forums, industry forums, and special interest forums. In addition, from the ESRI Support Center you can subscribe to ESRI's e-mail discussion lists, ESRI-L and ArcView®-L, to exchange expert advice and information about using ESRI software via e-mail.

International Helpdesk Support Services

Support services for users outside the United States are provided by the ESRI international distributor responsible for the distribution and licensing of your software product in your geographic region.

If you are located outside the United States, please contact your local ESRI office or distributor for information regarding telephone, fax, e-mail, and online technical assistance available in your area. For a list of distributors, visit <http://www.esri.com/international>.

Preparing for Contacting Helpdesk Support

When calling ESRI for technical assistance, be prepared to provide the following information:

- Your software product(s) with version number
- Your ESRI customer number (appears on invoice and packing slip)
- Type of hardware you are using (manufacturer, version of operating system)
- Exact wording of any error messages that appeared on your screen
- What you were doing when the problem occurred
- How you tried to solve the problem

Helpdesk Support Policy

- Technical assistance provided through ESRI's Support Division is limited to unmodified ESRI software.
- Sample applications that ship with each product, respectively, are provided for demonstration purposes and are considered unsupported.
- Unconventional patches received outside a product's life cycle deliverables are considered unsupported.
- ESRI's Support Division has the right to enforce the terms of each level of the Product Life Cycle Support Policy accessible from support.esri.com, as documented for each product, respectively.
- Technical assistance through ESRI's Support Division will not be provided for hardware, graphic cards, monitors, plotters, graphic printers, digitizers, modems, and other like peripherals, except to answer questions of how standard, supported devices interface to ESRI software.
- These terms and conditions are subject to change by ESRI's Support Division without written notice.

Maintenance Quoting and Collection Process

ESRI's goal is to provide you with ample time to plan and respond, thus avoiding any interruption in your software maintenance term, which could impact access to technical support and other benefits that are part of your maintenance subscription.

ESRI strives to provide you and your organization with correct and timely information about your ESRI software maintenance. The maintenance quotation process not only seeks to identify any discrepancies regarding your ESRI software licenses, but it is also meant to alert you that your current software maintenance term is about to expire.

Customer service representatives (CSRs) notify ESRI customers when maintenance subscriptions are soon to expire. If the customer wishes to renew maintenance, a quote is mailed to the customer. The process is as follows:

- **120 days before the expiration date of the maintenance term**

ESRI Customer Service sends a letter to your organization, addressed to the person who has been identified by your organization as the point of contact for maintenance matters. The purpose of this letter is to verify the accuracy of the

contact information as well as ensure that the ESRI software license information that ESRI has on file is correct (e.g., license quantity or license type). Any discrepancies should be noted by you and sent back to ESRI Customer Service so that appropriate changes can be made to your customer file.

- **90 days before the expiration date of the maintenance term**

A maintenance quote for the existing ESRI software licenses is sent to your organization and addressed to the person who has been identified by your organization as the point of contact. This maintenance quote lists all of your organization's ESRI software licenses under maintenance (type of license and quantity), maintenance term for those licenses, type of maintenance for each license (primary or secondary), and associated fees for each license.

- **75 days before the expiration date of the maintenance term**

ESRI contacts you via e-mail or fax to confirm that the maintenance quote has indeed been received. This is also another opportunity to let ESRI know about any errors regarding the contact information or ESRI software licenses. Any errors noted by you should be communicated to ESRI Customer Service so that your customer record can be updated to reflect the correct information. Please note that you will only be contacted if ESRI has not received a purchase order or payment or some other form of communication from you regarding your maintenance agreement.

- **30 days before the expiration date of the maintenance term**

A follow-up letter is sent to you if a purchase order or payment has not been received by ESRI. This letter serves to remind you of the impending expiration of the current software maintenance term and includes pertinent information about your account and your ESRI software licenses. Please be aware that a lapse in your maintenance subscription will affect your ability to receive technical support as well as your eligibility to receive any software updates that are released during a nonactive maintenance term. Other benefits, such as complimentary ESRI User Conference registrations, may also be affected.

- **15 days before the expiration date of the maintenance term**

An ESRI Customer Service representative will call you to remind that you that your maintenance term will expire in 15 days. At the same time, Customer Service will also contact your Regional Office representative to inform them of the same.

- **Day of maintenance expiration date**

If ESRI has not received a purchase order or payment by this date, you will receive a notification stating that your maintenance term has expired. However, while technical support will be extended for an additional 30 days, you will no longer be eligible to receive any software updates that are released after your maintenance term has expired. Any other benefits that are contingent upon a current maintenance subscription will also be rescinded.

If a purchase order or payment is received during the extended 30-day technical support period, all benefits will be reinstated. However, if no purchase order or payment is received, you will no longer be able to receive technical support and your maintenance subscription is considered to have expired.

To reinstate a maintenance subscription that has expired, users in the United States should contact ESRI Customer Service. International users should contact their local ESRI distributor.

Prorating Maintenance Terms

If multiple software products have been licensed throughout the course of a year by one customer, separate maintenance quotes for each product are not issued. Instead, the maintenance anniversary date for each license is prorated to the anniversary date of the first product licensed, with maintenance, respectively. Prorating to include all products on one quote allows for easier organizational budgeting.

Reinstatement of Lapsed Maintenance Subscription

If Maintenance has lapsed, back Maintenance fees in addition to the current fees will be due to reinstate Maintenance.

Payment Plans

Standard Payment Plan

Maintenance program subscription can be purchased in advance on an annual basis. Fees are due and payable annually in advance.

Customized Payment Plan

Customized payment plans can be tailored to the customer's specific needs, incurring an additional 12 % uplift. The 12 % service fee applies to maintenance purchased quarterly in arrears, maintenance that is billed quarterly or semiannually in advance. Fees are due and payable in accordance with the terms and conditions of the payment plan.

Complimentary User Conference Passes

One of the benefits of software maintenance is a complimentary registration to the annual ESRI International User Conference. However, not all ESRI software products on maintenance qualify for a complimentary registration. Visit the [Qualifying Software](#) section to find out which products qualify for complimentary User Conference registrations.

Complimentary UC registrations are offered under ESRI's standard commercial and standard federal maintenance programs. Complimentary registrations may be offered based on different rules from the ones for nonstandard maintenance programs and any customized contracts. Specifically, the rules for Registration Information for federal government contracts and educational site license contracts differ contract by contract. The rules also do not apply to licenses and maintenance contracts of the ESRI Business Partner Program.

Maintenance for ArcGIS extension software and secondary maintenance for any software (except for ArcGIS ArcView and ArcEditor) do not include any entitlement for complimentary registrations. Only the standard maintenance programs provide this benefit.

In the case of ArcView (Single Use and Concurrent Use Licenses) and ArcEditor (Single Use and Concurrent Use Licenses), the total number of maintenance subscriptions is considered to determine eligibility regardless of maintenance type (i.e., primary or secondary). In other words, both primary and secondary licenses count toward the 15-license requirement.

Staging Server Licenses and software obtained under the ESRI Developer Network (EDN) program do not qualify for a complimentary registration.

ESRI reserves the right to withhold complimentary registrations from customers who are substantially in maintenance arrears with ESRI.

Registrations are assigned complimentary status in the order they are received. If the install number listed on the registration form does not meet the above guidelines or if the number of attendees from each site exceeds the number of complimentary registrations available, necessary registration fees apply.

Presenting a paper, submitting a poster, submitting a software application, or having other involvement with the conference does not automatically register you or exclude you from User Conference fees. All presenters must register and pay the appropriate fees (or maintenance) to attend the conference.

A list of your primary/first and secondary licenses can be found on your annual software maintenance invoice. Complimentary registrations are nontransferable.

To Contact ESRI

ESRI Helpdesk Support Center

Tel.: 888-377-4575

Fax: 909-792-0960

E-mail: support@esri.com

Web: support.esri.com

Hours: 6:00 a.m. to 5:00 p.m.,
Pacific time, Monday
through Friday, except
ESRI holidays

ESRI Customer Service

Tel.: 888-377-4575

Fax: 909-793-4801

E-mail: service@esri.com

Web: service.esri.com

Hours: 8:00 a.m. to 5:00 p.m.,
Pacific time, Monday
through Friday, except
ESRI holidays

ESRI Corporate Offices

Tel.: 909-793-2853

Fax: 909-793-5953

E-mail: info@esri.com

Hours: 8:00 a.m. to 5:00 p.m.,
Pacific time, Monday
through Friday, except
ESRI holidays

International Support

Users outside the United States
should contact their ESRI
international distributor for
technical helpdesk services
(www.esri.com/international).



ESRI

380 New York Street, Redlands, California 92373-8100, USA

Telephone 909-793-2853 • Fax 909-793-5953

Web: www.esri.com

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ESRI

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

ESRI CLIENT SITE TRAINING TERMS AND CONDITIONS

Whereas, the Licensee wishes to arrange for training of its employees, the following terms shall be followed as applicable.

I—SCOPE

ESRI agrees to conduct training courses pursuant to the terms contained herein.

Course Description: The ESRI Software training course(s) to be conducted, the location, the dates during which the courses are to be conducted, the number of participants, and the prices to be paid to ESRI are as set forth in the ESRI Course Catalog or at ESRI's training Web site, which is incorporated by this reference. All courses shall be conducted in substantial conformity with the most current ESRI training course brochure(s). ESRI reserves the right to modify course content when necessary due to Software technical abilities or limitations.

ESRI's Responsibility: ESRI shall provide an instructor qualified to conduct the course(s), as well as all necessary training materials sufficient for the number of registered participants.

ESRI's scheduling coordinator, through whom all course(s), dates, and locations shall be confirmed, can be contacted at 909-793-2853, extension 1523.

LICENSEE's Responsibility: Where courses are to be conducted at Licensee's facilities, Licensee shall provide physical training facilities that meet the following minimum requirements:

- Licensee shall, where possible, provide a one (1)-room facility, sufficient for a training course for up to twelve (12) persons (or such other number as may be agreed to by ESRI's scheduling coordinator). The facility shall have appropriate climate control, lighting, and sufficient power and number of outlets to accommodate the required number of computers and other equipment to be used.
- Licensee shall supply all computer hardware for the training course. Computers must be platforms fully supported by ESRI. All computer hardware shall be configured with an appropriate release of an operating system to run the current release version of the required Software. There shall be a minimum of one (1) color monitor for every participant. Other peripheral devices including, but not limited to, digitizers and plotters/printers, as required by the training course being conducted, shall be Class 1 supported.
- Licensee shall be responsible for providing one (1) high-resolution PC projector and screen as well as one (1) large writing board.
- Licensee shall limit the number of course participants to twelve (12) students per course. Additional students, up to a maximum of fifteen (15), may be added to some classes for an additional fee.
- Licensee agrees that all participants shall be regular employees of Licensee who meet the prerequisites set forth in the ESRI training brochure(s).
- Licensee shall issue a purchase order and pay invoices pursuant to the terms set forth in Section III below.
- Licensee shall complete and submit an ESRI Client Site Request form not less than four (4) weeks prior to the start of any course. Final schedule is subject to mutual agreement.

II—SOFTWARE LICENSES

The terms of the ESRI license agreement shall be applicable to all Licensee course participants and for all Software and documentation licensed for use in any training course to be conducted. For on-site training, temporary Software licenses may be issued by ESRI where there is an insufficient number of Software licenses available at the training facility. Licensee shall deinstall the temporary Software licenses at the conclusion of the training course.

III—PERFORMANCE AND PAYMENT

Upon completion of each training course, ESRI shall invoice Licensee and Licensee shall pay said invoice within forty-five (45) days of receipt thereof.

IV—EXPORT CONTROL REGULATIONS

ESRI's technology is subject to U.S. export control laws and regulations—ESRI's Software, data, documentation, and any underlying information or technology may not be exported, reexported, or provided in whole or in part to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation.