



MASTER PURCHASE AGREEMENT
(E111 11/2006) Under Washington State Master Purchasing
Agreement Number A11-MST-563

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

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

This Agreement is comprised of the following documents:

1. Master Purchase Agreement signature page, E111 11/06
2. State and Local MPA Terms and Conditions, E500 11/06
3. General License Terms and Conditions, E200 4/10
4. Esri Exhibit 1, Scope of Use, E300 10/10
5. Esri MPA Price List, E407M 4Q10
6. Esri Client Site Training Terms and Conditions, E207 9/09

The General License Terms and Conditions, E200 4/10 and Esri Exhibit 1, Scope of Use, E300 10/10 comprise the License Agreement no. 2010MLA7132. Revisions made to the License Agreement will carry forward to future versions of E200.

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

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

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

DEPARTMENT OF INFORMATION SERVICES
(Customer)

By: Mike Ricchio
Authorized Signature

Printed Name: Mike Ricchio

Title: DIRECTOR

Date: 9-30-11

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(Esri)

By: Chris Johnson
Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Domestic Contracts

Date: SEP 3 2011

Customer Contact Information

Contact: Kari Inman

Telephone: (360) 407-8710

Address: 1500 Jefferson Street

City, State, ZIP: Olympia, WA 984504

E-mail: kari@dis.wa.gov



STATE AND LOCAL MPA TERMS AND CONDITIONS
(E500 11/2006) Under Washington State Master Purchasing
Agreement Number A11-MST-563

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

ARTICLE 1—DEFINITIONS

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

- a. **"Authorized Entity"** means Washington State agencies, government institutions, and political subdivisions (e.g., counties, cities, public utility districts) as set forth in the Interlocal Cooperation Act, chapter 39.34 RCW, authorized by Customer to acquire Software, Data, Web Services, Documentation, or products under this Agreement and has read and signed the Authorized Entity Acknowledgment Statement (Exhibit 2) as required in Article 7. School districts, federal entities and public benefit non-profits are not eligible and will enter into a separate contract with Esri to establish an agreement designed specifically for those categories of users.
- b. **"License Agreement"** means the General License Terms and Conditions (E200) and Exhibit 1, Scope of Use (E300).
- c. **"Licensee"** means the entity permitted to access and use Software, Data, Web Services and Documentation. "Licensee" means the Authorized Entity or Customer

ARTICLE 2—TERM OF AGREEMENT

Licensee's right to purchase under this Agreement shall remain in effect for two (2) years from the effective date unless terminated earlier as set forth in Article 5—Termination; Cancellation. The term may be extended upon mutual written agreement. The term of any Software, Data, or Web Services licenses ordered through this Agreement shall be as stated in the License Agreement.

ARTICLE 3—PRODUCT OFFERINGS

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

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

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

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

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination

- a. **Termination for Convenience.** This Agreement may be terminated by either party upon forty-five (45) days' written notice. Esri, at its sole election, may terminate the right of any Authorized Entity to participate in this Agreement in accordance with this provision without terminating this Agreement with respect to Customer or any other Authorized Entity. Esri will notify Customer when an Authorized Entity is terminated.

- b. **Termination for Breach.** Without prejudice to any other right or remedy available, this Agreement may be terminated for breach provided the breaching party is given forty-five days' written notice and opportunity to cure. If a breach is caused by Licensee's disclosure of any trade secret or other information proprietary to Esri in breach of this Agreement, termination of this Agreement shall be effective upon written notice to Customer. Esri, at its sole election, may terminate the right of any Authorized Entity to participate in this Agreement in accordance with this provision without terminating this Agreement with respect to Customer or any other Authorized Entity. Termination of the License Agreement with a Licensee shall be conducted in accordance with Article 5—Term and Termination of the E200 General License Terms and Conditions.
- c. **Termination for Withdrawal of Authority.** In the event that the authority of the Customer to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, the Customer may terminate this Agreement under the Termination for Convenience section. No penalty shall accrue to the Customer for exercising its rights under this section. This section shall not be construed to permit the Customer to terminate this Agreement to acquire similar products from a third party. Effective October 1, 2011 Customer's interest in this Agreement will be assigned to the Department of Enterprise Services (See ESSB5931). Thereafter, by mutually signed written amendment only, Customer may assign its rights and responsibilities under this Agreement; provided that such assignee is bound by the terms of this Agreement and has the authority to enter into an Agreement on behalf of the Authorized Entities.
- d. **Termination for Non-Allocation of Funds.** If funds are not allocated to continue this Agreement in any future period, the Customer may terminate this Agreement and will not be obligated to procure additional products. For avoidance of doubt, the Customer and/or the Authorized Entities are not obligated to procure a minimum quantity or minimum dollar-value of products to maintain this Agreement.
- e. **Termination for Conflict of Interest.** Customer may terminate this Agreement by written notice to Esri if Customer determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service or any other laws regarding ethics in public acquisitions and procurement and performance of contracts.
- f. **Licensee Obligations Upon Termination.** On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. After termination, Licensee shall no longer be permitted to place orders under this Agreement.
- g. **License Survival.** Upon expiration of this Agreement or voluntary termination of this Agreement for the convenience of Licensee, Licensee may continue to retain and use such licensed Software, Data, Web Services, and Documentation in accordance with the License Agreement. Licensee may then directly and separately contract for Software maintenance pursuant to the applicable procurement authority.

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

ARTICLE 6—FUNDING; NO MINIMUM PURCHASE

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

6.2 No Minimum Purchase. Neither the Customer nor the Authorized Entity is required to make a minimum purchase under this Agreement.

ARTICLE 7—ORDERS

7.1 Licensee Purchase Orders. The Customer shall issue purchase orders to Esri for Software, Data, Web Services, Documentation, services, or hardware based on the pricing specified in this Agreement on behalf of Authorized Entities.

Customer should confirm hardware pricing and model availability with Esri prior to the Customer placing a purchase order. The terms and conditions of this Agreement shall govern all orders issued by the Customer and will flow through to the Licensee. Customer is only responsible to provide access to the most current copy to Licensee. Customer is not liable for Licensee compliance. Any additional or different terms included with an order shall require approval by Esri via a written modification to this Agreement to be binding. Esri will not take any orders directly from Authorized Entities for this Agreement. Esri shall accept Customer purchase orders as order documents only from Customer. Properly completed purchase orders must be processed by Esri within five (5) business days of receipt of purchase order. For order documents that are not properly completed, Esri will endeavor to notify Customer of those errors within two (2) business days. Once Customer corrects order document errors and submits corrected order documents to Esri, Esri must use corrected orders to submit orders within five (5) business days of receipt of the corrected order. Esri shall accept only purchase orders originating from Customer.

Prior to any purchase by Customer on behalf of an Authorized Entity, Customer shall provide each such Authorized Entity with a copy of the Authorized Entity Acknowledgment Statement (Exhibit 2). Such Authorized Entity is required to return a signed Authorized Entity Acknowledgment Statement to Customer and Customer will then send a copy to Esri with each purchase order.

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

- a. Name or identification of Licensee, place of delivery, and the end user name and contact information
- b. Purchase order number
- c. Date delivery is requested (minimum thirty [30] days after Esri receipt of order)
- d. Primary site for maintenance if primary maintenance is *not* ordered
- e. Quantity, description, and unit price
- f. On the face of the purchase order, print the following statement: "Subject to Master Purchase Agreement No. 2010MPA7132. No other terms shall apply."
- g. A signed copy of the Authorized Entity Acknowledgment Statement.

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

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

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

ARTICLE 8—INDIVIDUAL CUSTOMER

Each Authorized Entity shall follow the terms and conditions of the License Agreement as documented in the Authorized Entity Acknowledgment Statement and all applicable licenses; and they will have the same rights and responsibilities for their purchases as the Customer, including but not limited to, any indemnity or to recover any costs allowed in the contract for their purchases. Each Authorized Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice to each Authorized Entity individually.

ARTICLE 9—PRICING

9.1 Pricing. Esri will provide Software, Data, Web Services, Documentation, maintenance, and support specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated Esri Price List are exclusive of shipping, installation, and applicable taxes. Esri may update the pricing no more than twice each calendar year upon at least forty five days prior written notice to Customer, which shall include an updated Price List. Esri may elect to adjust the discounted price level, 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) for any two (2)-year period.

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

Name: Dean Garner

Address: 380 New York St Redlands, California 92373

Phone: 909.793.2853 ext 4441

Email: dgarner@esri.com

9.3 Invoicing. The Authorized Entity will place the order with Customer; Esri will only accept orders from Customer and not directly from an Authorized Entity. Esri will provide a spreadsheet with the discounted pricing for Customer within 30 days of the Effective Date and no more than once each calendar quarter. Customer will post the pricing on its website after including an additional 1% contract fee, to be collected by Customer.

In general, the pricelist will reflect a discount of 14%. In some instances (identified by "*" on the pricelist), the 14% discount does not apply due to a pricing conflict with Esri's GSA schedule. Esri will offer these products to Customer at Esri's GSA equivalent price. Products which incur extensive royalties or other costs (identified by "***" on the pricelist) to Esri will not be discounted, but will be available for purchase by the Customer at Esri's Commercial List Price.

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

9.6 Overpayment to Esri. Esri shall refund to Customer the full amount of any erroneous payment or overpayment under this Agreement within thirty (30) days' written notice.

9.7 Advance Payment Prohibited. No advance payment except for maintenance or subscription based Term Licenses shall be made for the products furnished by Esri under this Agreement. Maintenance or subscription based Term Licenses shall be billed no more than twelve months in advance of the effective date.

ARTICLE 10—MAINTENANCE

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

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

ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

11.1 Terms of Compensation. Software, Data, Documentation, and hardware will be invoiced one-hundred percent (100%) upon receipt. Web Services will be invoiced one-hundred percent (100%) upon issuance of access codes. Software and hardware installation and training services, as applicable, will be invoiced upon completion. Licensee agrees to pay each invoice in full within thirty (30) days of receipt of a valid invoice. Any payment made in advance is made in good faith that Esri will successfully perform its obligations according to the applicable warranty section or Maintenance terms.

11.2 Acceptance. Unless rejected in writing, acceptance of any shipment of Software, Data, Documentation, and hardware shall be presumed to have occurred fifteen (15) days after shipment by Esri. Acceptance of Web Services occurs upon issuance of access codes. If Esri installation is ordered, acceptance occurs upon completion of Esri Software installation and testing, unless rejected in writing.

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

ARTICLE 12—HARDWARE PURCHASES

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

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

12.2 Responsibilities

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

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

THE WARRANTIES AND INDEMNITIES SET FORTH IN THIS SECTION 12.6 FOR HARDWARE ARE IN LIEU OF, AND THIS AGREEMENT EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT THE HARDWARE IS FAULT-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

ARTICLE 13—GENERAL PROVISIONS

13.1 Order of Precedence. The General Provisions and Limitations of Liability provisions of the License Agreement shall apply to the entire Agreement unless specifically stated otherwise and are supplemented by the provisions set forth in this Article 13. In the event of a conflict between the terms of documents in this Agreement, the documents will have the following precedence: (i) Esri MPA Terms and Conditions (E500), (ii) the License Agreement, (iii) the Customer Software, Technical Data, and Assistance License Addendum, and (iv) the Esri Client Site Training Terms and Conditions.

13.2 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 written notice to the other party of the change.

Licensee Contact:

See signature page (E111)

Esri Contact:

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



GENERAL LICENSE TERMS AND CONDITIONS
(E200 04/19/2010)
Under Washington State Master Purchasing Agreement
Number A11-MST-563

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

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- a. "Beta" means any alpha, beta, or prerelease Software, Data, Documentation, or Web Services.
- b. "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes, licensed under this License Agreement.
- c. "Documentation" means all printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- d. "Samples" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
- e. "Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an Esri authorized Web site or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- f. "Term License" means licenses provided for use in a limited time period or on a subscription or transaction basis.
- g. "Web Services" means software services or Esri or third-party data provided by Esri that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Software, Data, Web Services, and Documentation are licensed and not sold. Esri and its licensors own Software, Data, Web Services, Documentation, and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect Software, Data, Web Services, and Documentation from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this License Agreement including the right to change and improve Web Services.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this License Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to

- a. Use the type and number of copies of Software, Data, and Documentation and access Web Services (i) for which the applicable license fees have been paid, (ii) for Licensee's own internal use, and (iii) in accordance with Exhibit 1 and the licensed configuration on file as authorized by Esri.
- b. Access and use any secure Esri Web site resources made available to Licensee for Licensee's own internal use, provided that Licensee follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri shall be treated as Esri confidential information.

3.2 Beta License. Licensee may be accepted into a current Beta Testing Program.

- a. If Licensee is accepted into the Beta Testing Program, Esri will provide to Licensee access to Beta and will grant Licensee a personal, nonexclusive, nontransferable, royalty-free Term License to use Beta at the authorized and identified test sites solely for the purpose of testing Beta as delivered, in accordance with the Beta Testing Program guidelines and the terms of this License Agreement. This grant of license is effective from the date Licensee is accepted into the program or date of receipt of any Beta until the date of the commercial release of Software from Esri Customer Service or the date of termination of the Beta Testing Program for the specific Beta, whichever is sooner.
- b. Licensee agrees to provide suggestions or comments regarding performance, usability or effectiveness, bug reports, test reports, or other feedback (collectively, "Feedback") to Esri with respect to Beta.

- c. Licensee grants to Esri the right to freely use, share, disclose, reproduce, license, distribute and otherwise publicly display and perform any Feedback provided to Esri by Licensee. Licensee will not provide Feedback that Licensee knows or reasonably should have known contains content subject to license or use restrictions.
- d. Beta and Feedback contain confidential information and trade secrets that are proprietary to Esri. To the extent permitted by law, Licensee agrees to use commercially reasonable means (at least as great as those used by Licensee for its own confidential information) to maintain the integrity, confidentiality, and Esri proprietary rights in Beta and Feedback. Licensee may not share or release Feedback or results of Beta testing with any third party.
- e. Beta is subject to change prior to its commercial release or may never be commercially released. Licensee acknowledges that Beta is not suitable or licensed for full use in any production system and accepts all responsibility for use and any results generated.

3.3 Evaluation License. Esri may from time to time offer Term License(s) for Software, Data, Web Services, or Documentation for Licensee's evaluation only.

3.4 Consultant or Contractor Access. Subject to Section 3.1, Esri grants Licensee the right to provide access to and use of Software, Data, Web Services, or Documentation to any consultant or contractor of Licensee exclusively for the benefit of Licensee. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement. Access to or use of Software, Data, Web Services, and Documentation by consultants or contractors not exclusively for the benefit of Licensee is prohibited.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. Licensee may install and store Software, Data, and Documentation on electronic storage device(s).
- b. Licensee may make one (1) copy of Software, Data, and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in Documentation.
- d. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portion(s) of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors: "Portions of this document include intellectual property of Esri and its licensors and are used herein under license. Copyright © *[Insert the actual copyright date(s) from the source materials]* Esri and its licensors. All rights reserved."
- e. As part of Licensee's own internal use, Licensee may provide its maps and digital images to other agencies of state government and other tax-supported entities, provided no one other than the Licensee has access to the Software, Data, Web Services or Documentation without prior written permission from Esri. .

4.2 Uses Not Permitted

- a. Except as provided herein, Licensee shall not sell, rent, lease, sublicense, lend, assign, or time-share Software, Data, Web Services, or Documentation. Licensee shall not act as a service bureau or commercial application service provider (ASP) that allows third-party access to Software, Data, Web Services, and Documentation. Except as mutually agreed to in a written amendment for a specific product, Licensee shall not use Software, Data, Web Services, or Documentation for a site or service and operate the site or the service for a profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service).
- b. Except as provided herein, Licensee shall not redistribute Software, Data, or Web Services to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs.
- c. Licensee shall not reverse engineer, decompile, or disassemble Software, Data, Web Services, or Documentation except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- d. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measure(s) that controls access to or use of Software, Data, Web Services, and Documentation.

- c. 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. For avoidance of doubt, this does not preclude Customer or a broker used by Customer to procure Software, Data, Web Services, and Documentation on behalf of Authorized Entities.
- f. Licensee shall not use Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
- g. Licensee shall not remove or obscure any Esri or its licensors' patent, copyright, trademark, or proprietary rights notices contained in or affixed to Software, Data, Web Services, or Documentation.
- h. Licensee shall not unbundle individual or component parts of Software or Data for independent use.
- i. After a reasonable transition period, Licensee shall not use an older version of the Software that Licensee has updated to a newer version. Licensee shall not use more Software licenses at any given time than the total quantity in Licensee's licensed configuration on file with Esri.

ARTICLE 5—TERM AND TERMINATION

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) cease use, 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.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

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

6.2 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.

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

6.4 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.

6.5 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE

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

6.6 Exclusive Remedy. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Esri's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software subject to the Esri Maintenance Program found at www.esri.com/legal/maintenance.html; or (iii) return of the license fees paid by Licensee for Software or Documentation that does not meet Esri's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation and executes and delivers a letter stating the actions taken to uninstall and remove to Esri.

ARTICLE 7—LIMITATION OF LIABILITY

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

7.1 b EXCEPT FOR LICENSEE'S INFRINGEMENT OR MISAPPROPRIATION OF ESRI'S OR ESRI'S LICENSORS' INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL LICENSEE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

7.2 a General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER TO LICENSEE, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION PURSUANT TO THIS LICENSE AGREEMENT.

7.2 b EXCEPT FOR DAMAGES FOR LICENSEE'S INFRINGEMENT OR MISAPPROPRIATION OF ESRI OR ITS LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, LICENSEE'S BREACH OF ARTICLE 3—GRANT OF LICENSE, ARTICLE 4—SCOPE OF USE, ARTICLE 9.3—EXPORT CONTROL REGULATIONS, IN NO EVENT WILL LICENSEE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND EXCEED THE AMOUNTS PAID AND/OR OWED TO ESRI BY LICENSEE FOR SOFTWARE, DATA, WEB SERVICES OR DOCUMENTATION PURSUANT TO THIS LICENSE AGREEMENT.

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

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Esri shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that Software infringes a U.S. patent, copyright, or trademark, provided

- a. Licensee promptly notifies Esri in writing of the claim;
- b. Licensee provides documents clearly describing the allegations of infringement;
- c. The Licensee uses best efforts to encourage the Office of the Washington Attorney General to provide approval to Esri to defend Licensee, which a decision shall be timely given so as not to prejudice Esri's ability to defend the claim.
- d. Upon approval by the Office of the Washington Attorney General, Esri will have sole control of the defense of any actions and negotiations related to the defense or settlement of any claim and will provide updates to the Office of the Washington Attorney General, as may be reasonably requested by Licensee; and
- e. Licensee cooperates fully in the defense of the claim.

8.2 If Software is found to infringe a U.S. patent, copyright, or trademark, Esri, at its own expense, may either (i) obtain rights for Licensee to continue using Software or (ii) modify the allegedly infringing elements of Software while maintaining substantially similar software functionality or data/informational content. If neither alternative is commercially reasonable, the infringing item(s) shall be returned to Esri, the license shall terminate, and Licensee shall uninstall the infringing items. Esri's entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and to refund license fees paid by Licensee for the infringing item(s), prorated on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery.

8.3 Esri shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement of Software by (i) the combination of or integration with a product, process, or system not supplied by Esri; (ii) material alteration by anyone other than Esri or contractors acting on behalf of Esri; (iii) use after Licensee has been notified of possible infringement; (iv) use after modifications are provided or a return is ordered by Esri under Section 8.2, or (v) Esri is not granted sole control of the defense as required in 8.1.

8.4 In no event shall the indemnification set forth in this Article 8 apply to any Samples, Beta, or evaluation software delivered hereunder.

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

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Orders/Updates. New or updated Software, Data, Web Services, and Documentation may require additional or differing terms for use. New or updated Software, Data, Web Services, and Documentation shall be governed by the then-current Esri license terms and conditions. Updated versions of the license terms and conditions will be available on Esri's Web site, included with a quote, or included with the deliverable Software, Data, Web Services, or Documentation.

9.2 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.

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

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

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

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this License Agreement without Esri's prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding upon the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor that has acquired Software, Data, Web Services, or Documentation under contract to the government may assign this License Agreement to its government customer upon written notice to Esri, provided the government customer assents to the terms of this License Agreement.

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

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

9.9 Reserved.

9.10 Governing Law, Arbitration. This License Agreement shall be governed by and construed in accordance with the laws of the State of Washington, venue in Thurston County, without reference to conflict of laws principles, except that U.S. federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.11 Maintenance. Maintenance for qualifying Software or Data consists of updates and other benefits such as access to technical support, specified in Esri's most current applicable software maintenance policy located at <http://www.esri.com/software/maintenance/index.html>. Such maintenance policy may be amended from time to time by Esri. However, in the event such maintenance policy is amended during an annual support term, the authorized entity shall be entitled to the higher level of maintenance (as between the existing policy and the revised policy) for the remainder of that annual support term.

9.12 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Esri technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Esri technology or services, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

ARTICLE 10—PROTECTION OF CONFIDENTIAL INFORMATION

Licensee shall not provide to Esri any 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 performance of this License Agreement. Notwithstanding anything in this License 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.



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

Under Washington State Master Purchasing Agreement Number A11-MST-563

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 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 (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
- 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)
- 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.
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. "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.
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.
 - 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 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).
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.



TRAINING TERMS AND CONDITIONS
Under Washington State Master Purchasing Agreement
Number A11-MST-563

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

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

RECITALS

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

ARTICLE 1—TRAINING DESCRIPTION

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

ARTICLE 2—ESRI'S RESPONSIBILITIES

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

ARTICLE 3—CLIENT'S RESPONSIBILITIES

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

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

ARTICLE 4—INSURANCE AND INDEMNIFICATION

4.1 Insurance.

4.1.1 Esri shall, while performing work under this Agreement, maintain in full force and effect, the insurance described in this section. Esri shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may, at Client's sole option, result in this Agreement's termination.

4.1.2 The minimum acceptable limits shall be as indicated below, with no deductibles, unless otherwise indicated, for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
- c. Employer's Liability insurance covering the risks of Esri's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
- d. Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million, excluding the Professional Liability Errors and Omissions policy; and
- e. Professional Liability Errors and Omissions, with a deductible not to exceed \$100,000, and coverage of not less than \$1 million per occurrence/\$2 million general aggregate.

4.1.3 Esri shall pay premiums on all insurance policies. Client shall be named as an additional insured on all general liability, automobile liability, and umbrella policies, and Esri shall provide a copy of the blanket policy endorsement(s) establishing Client as an additional insured. Such policies shall have a condition that they not be revoked by the insurer until forty five (45) calendar days after notice of intended revocation thereof shall have been given to Client by the insurer except that (i) ten

(10) days notice shall be given for cancellation for non-payment of premium and (ii) for Employer's Liability insurance, Esri shall provide notice in lieu of the insurer.

4.1.4 All insurance provided by Esri shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision, except for Employer's Liability insurance.

4.1.5 Reserved.

4.1.6 Reserved.

4.1.7 By requiring insurance herein, Client does not represent that coverage and limits will be adequate to protect Esri. Such coverage and limits shall not limit Esri's liability under the indemnities and reimbursements granted to Client in this Agreement.

4.1.8 Industrial Insurance Coverage

Prior to performing work under this Agreement, Esri shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Agreement. Client will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Esri, or any Subcontractor or employee of Esri, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement.

4.1.9 Licensing Standards

Esri shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of this Agreement. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

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

ARTICLE 5—UNIQUE CLIENT COACHING PRIVACY TERMS

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

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

ARTICLE 6—SOFTWARE LICENSES

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

ARTICLE 7—CANCELLATION AND RESCHEDULING POLICY

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

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

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

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

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

ARTICLE 8—PAYMENT

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

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

ARTICLE 9—CONFIDENTIAL INFORMATION

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

ARTICLE 10—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

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

ARTICLE 11—FORCE MAJEURE

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

ARTICLE 12—WARRANTY

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

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

ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

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

ARTICLE 14—EXPORT CONTROL REGULATIONS

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

ARTICLE 15—TAXES

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

ARTICLE 16—UCC INAPPLICABILITY

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

ARTICLE 17—GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of Washington without reference to its conflict of laws principles.

ARTICLE 18—ENTIRE 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 (including any attached purchase order terms and conditions) between the parties relating to such subject matter. The undersigned hereby acknowledges and represents that he/she has read and understands this Agreement and has the authority to bind his/her organization to these terms and conditions. An executed Agreement shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by Client. Duplicates are valid and binding even if an original paper document bearing Client's original signature is not delivered.



TRAINING TERMS AND CONDITIONS
Under Washington State Master Purchasing Agreement
Number A11-MST-563

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

EXHIBIT 2
AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

The State of Washington ("Customer") shall require Authorized Entities to be contractually bound to the terms of the Master Purchase Agreement **A11-MST-563** by executing an Authorized Entity Acknowledgment Statement. Customer shall keep a copy of the signed original acknowledgment for its records and forward an original to Environmental Systems Research Institute, Inc. ("Esri"), (to the Attention of Matthew Kleinhans, Contracts and Legal Services Department, 380 New York Street, Redlands, California 92373-8100 USA).

For avoidance of doubt, Licensee's use of the Training Services, Software, Data, Web Services, and Documentation is subject to the terms of the applicable Training Agreement, License Agreement and Master Purchase Agreement.

Accordingly, _____ ("Authorized Entity"), as a Licensee, represents it has received and read the Master Purchase Agreement (2010MPA7132/ **A11-MST-563**) and understands and agrees to be bound by the terms and conditions contained therein. Authorized Entity acknowledges and agrees that Esri may pursue remedies against Authorized Entity for material breach by Authorized Entity of the Agreement.

No other rights are granted to Authorized Entity under this acknowledgment.

ACCEPTED AND AGREED:

(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Amendment 2
Master Purchase Agreement
No. 2010MPA7132
State No. A11-MST-563

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

This Amendment No. 2 is entered into by and between the **State of Washington and Environmental Systems Research Institute, Inc.** (hereinafter referred to as "Esri").

WHEREAS, Esri and the State of Washington entered into a Master Purchase Agreement dated September, 30 2011 and further modified it by Amendment Number 1 with an effective date of December 31, 2012 (hereinafter "Agreement"); and

WHEREAS, Esri and the State of Washington wish to include additional Esri professional service offerings;

NOW THEREFORE, Esri and the State of Washington agree to the following:

- 1) Amend the MPA to include Implementation Services Addendum for Services and Service Packages, G363DM/RE 02/03/2012, attached hereto.
- 2) Delete and replace the existing Esri MPA Price List, with MPA Price List, E407M 4Q2013, attached hereto.

Except as may be specifically modified by this Amendment 2, all other terms and conditions of the MPA and any Amendment(s) or Addendum(s) constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of this MPA. The parties hereto have executed this Amendment 2 to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

STATE OF WASHINGTON

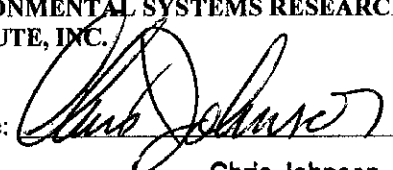
Signature: 

Printed Name: Dale Co. B. Ben

Title: Procurement Unit Mgr

Date: Dec 6 2013

**ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.**
(Esri)

Signature: 

Printed Name: Chris Johnson

Manager, Commercial & Government Contracts

Title: _____

Date: NOV 14 2013



**IMPLEMENTATION SERVICES ADDENDUM
FOR SERVICE PACKAGES
Under Washington State Master Purchasing Agreement
Number A11-MST-563**

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

WHEREAS, Customer and Esri desire to amend the Master Purchase Agreement A11-MST-563 ("Agreement") to add JumpStart Packages; and

WHEREAS, Jumpstart Packages are an extension of the support and coaching services currently offered under the Agreement;

NOW, THEREFORE, it is agreed:

1. DEFINITIONS

"Commercial Off-the-Shelf Software" or "COTS Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

"Map Data" means any digital dataset(s) including geographic, vector data, coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of this Addendum.

"Pre-Existing Materials" means any work product produced by either Esri or Authorized Entity prior to rendering Services under this Addendum. Pre-Existing Materials can include, but are not limited to, reports, training materials, and software code. Pre-existing works, if applicable shall be identified on a specific work order.

"Custom Materials" means any tangible output produced and customized as a result of the Services provided by Esri under this jumpstart Agreement, or subsequent work orders. Custom Materials can include, but are not limited to, reports, training materials and Custom Code. Custom Materials shall be considered Pre-Existing Materials, if through customization during the course of work under this Addendum; the customization(s) do not result in Substantive and Value Added Content.

"Substantive and Value Added Content" can include, but is not limited to, instructive text, graphics, document design and new custom code.

"Services Package(s)" means a predefined unit of Services provided at a firm fixed price, as stated in Esri's proposal.

2. OWNERSHIP AND GRANT OF LICENSE

Each Party shall retain all rights, title and interest in their respective Pre-Existing Materials. Except as specifically granted in this Addendum, Customer owns and retains all rights, title, and interest in Custom Materials. Subject to the terms and conditions in this Addendum, Customer hereby grants to Esri a nonexclusive, perpetual, royalty-free, worldwide license to use, modify, and/or reproduce Custom Materials. Nothing herein shall preclude Esri from developing, using or marketing Services Output or other materials that are similar or related to, based on, or derived from, Custom Materials provided to a Customer. Esri hereby grants

Customer and Authorized Entities a non-exclusive, perpetual, royalty-free, worldwide license to use, modify, and/or reproduce Esri Pre-Existing Materials solely for purposes related to a specific work order issued under this Agreement. The license grant in the preceding does not extend to Esri's COTS Software.

3. PATENTS AND INVENTIONS

Each Party shall retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors ("Inventors") during the term of this Addendum. Esri shall own any Inventions made or conceived jointly by Inventors from both parties. Esri shall be responsible for the costs of acquiring protection for the Inventions.

4. COMPENSATION

For Service Packages, Client shall provide a work order for contracting of Service Packages and a Purchase order document referencing this contract number. Services will be performed and invoiced on a firm fixed price basis, and the deliverable will be consultation time. Deliverables, if applicable shall be outlined in a specific scope of work. Jump Start prices shall be set forth in the Esri MPA Price List, which is included in the Master Price Agreement. Customer may post the pricing on its website. Prices will include the 1 % Management Fee. Esri will invoice Customer for all Services Packages ordered upon receipt of a valid Customer Purchase Order/ordering document. The Authorized Entity will place the order with Customer; Esri will only accept orders from Customer and not directly from an Authorized Entity. The Purchase Order/ordering document will confirm the quantity and price of the Services Packages ordered, as described in Esri's proposal or quotation, and will reference Customer acceptance of this terms and conditions document. Esri standard payment terms are net 30 days from receipt of an Esri invoice. Payment shall be made to the Esri address identified on the Esri invoice. Esri may update the pricing no more than once each Calendar year upon at least forty five days' notice to Customer, which shall include a proposed Price List. Service prices increases are not to exceed five percent (5%) within a given year. For Services provided beyond the period of performance proposed or provided in a new calendar year, Esri reserves the right to increase the Services Package price in accordance with Esri's most current price schedule. Esri's obligation for completion of the Services proposed is limited to the hours outlined in the Services Package descriptions within Esri's statement of work. If additional time is required to complete Customer's goals or activities set forth in the applicable statement of work, Esri and Customer will create a new Purchase Order for the additional quantity of services or amend the Purchase Order/ordering document, as mutually agreed, by increasing the quantity of Service Packages ordered and issuing a new or amended Purchase Order/ordering document. Esri may, at its sole discretion, stop work to avoid exceeding the total hours allotted in a specific Services Package. Unused labor hours or travel remaining after the performance of a Services Package will expire and not be available for performance at a later date and will not be billed to the Customer. If Services under a funded Services Packages Work Order have not been performed within twelve (12) months of the Esri invoice date, the Services Package will expire and no refund will be provided. Any amendment to the Purchase

Order/ordering document to add Services Packages shall not affect the rights or obligations of the parties under this Addendum.

Service Package pricing shall be firm for a period of twelve months.

5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of ninety (90) days from the date of performance that Services will conform substantially to the professional and technical standards of the software industry. If Services do not substantially conform to these standards, Customer may require Esri to reperform Services at no additional cost to Customer. Services Output is provided as is without warranty of any kind.

Disclaimer of Warranties

WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS AND THIS ADDENDUM EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY MAP DATA. MAP DATA MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CUSTOMER'S NEEDS OR EXPECTATIONS. CUSTOMER SHOULD NOT RELY ON ANY MAP DATA UNLESS CUSTOMER HAS VERIFIED MAP DATA AGAINST ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

6. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

IN NO EVENT SHALL EITHER ESRI OR CUSTOMER BE LIABLE TO THE OTHER FOR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS ADDENDUM, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ESRI'S AND CUSTOMER'S TOTAL CUMULATIVE LIABILITY UNDER THIS ADDENDUM, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES UNDER THIS ADDENDUM FROM WHICH THE LIABILITY DIRECTLY AROSE.

7. CONFIDENTIALITY

Subject to Section 8, Pre-existing materials are Esri confidential information. Customer agrees not to reverse engineer or decompile

custom software delivered in object code, executable code, or similar formats (collectively, "Secure Formats"). For custom software delivered in source code or other human-readable formats, Customer shall have met its obligations under this Addendum if its disclosure of custom software is limited to custom software in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling the custom software is withheld from such disclosure, and the person or entity in receipt of the custom software similarly agrees not to perform the prohibited acts described above or allow others to do so.

Except as provided in the preceding paragraph, Customer shall not disclose Services Output to third parties without the advance written consent of Esri. Customer may make disclosures to Customer's employees and Authorized Entities to the extent reasonably required to allow Customer and Authorized Entities to use Services Output in a manner authorized under the applicable software licenses. Before disclosing all or any portion of Services Output to employees or third parties as permitted in the preceding sentence, Customer and Authorized Entities shall inform their respective employees or third parties of the obligations in this Addendum and obtain their agreement to be bound by them.

8. Public Records Act, Arbitration.

The Washington State Public Records Act RCW 42.56 shall govern the disclosure of public records.

Where possible, any specific information that Esri claims to be confidential or proprietary shall be clearly identified as such by Esri. In accordance with Article 2 of the License Agreement and to the extent consistent with RCW 42.56, DES shall maintain the confidentiality of all such information so identified as confidential or proprietary. If a request is made to view Esri's proprietary information, DES will notify Esri of the request, the date the records will be released, and provide a list of the records to be released. Unless Esri obtains a court order enjoining that disclosure, the records will be released to the requestor.

Any dispute arising out of or relating to this Services Package Addendum or the breach thereof which cannot be settled through negotiation shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9. EXPORT CONTROLS

The disclosures permitted under Article 7, Confidentiality, shall not relieve Customer of its obligation to maintain Services Output in confidence and comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Customer expressly acknowledges and agrees not to export, reexport, transfer, or release Services Output, in whole or in part, to (i) any US embargoed country (or a national or resident of any US embargoed country); (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or

licensing provision and any amendments and supplemental additions to US export laws.

Incorporating by reference Esri Proposal Number _____

10. GENERAL PROVISIONS

Dated _____

10.1 Nonsolicitation. Neither party will directly solicit for hire any employee of the other party who is associated with Services called for under this Addendum during, and for a period of one (1) year after, project completion. In the event this provision is breached, liquidated damages equal to twelve (12) months of the employee's compensation, plus any legal expenses associated with the enforcement of this provision, shall be paid by the breaching party to the aggrieved party. The foregoing shall in no way restrict the parties from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

10.2 Taxes. Services are quoted exclusive of all state, local, value-added, or other taxes; customs; duties; or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's Services or Services Output, Customer shall pay the applicable tax upon receipt of written notice that it is due.

10.3 UCC Inapplicability. Services provided under this Addendum will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of UCC.

10.4 Order of Precedence. These terms and conditions will take precedence over any Customer terms and conditions included in Customer ordering or authorizing documents, such as purchase orders. Any additional terms or conditions in Customer ordering or authorizing documents will be void and may be incorporated into this Addendum only by written amendment signed by both parties. Where terms or conditions of this Addendum conflict with the Agreement, the terms and conditions of this Addendum will prevail.

10.5 Equitable Relief. Customer agrees that any breach of this Addendum by Customer may cause Esri irreparable damage. In the event of a breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

10.6 Governing Law. This Addendum shall be governed by and construed in accordance with the laws of the State of Washington without reference to its conflict of laws principles.

10.7 Entire Agreement. This Addendum, together with the Agreement, is the sole and entire agreement of the parties for Services.

By: 
Date: NOV 14 2013

Print Name: Chris Johnson
Phone: 909-793-2853

Organization ("Customer"): Environmental Systems Research Institute, Inc.

Address: 380 New York Street

City: Redlands
State: California
ZIP Code: 92373-8100

State of Washington
MPA Price List
E407M—4Q2013

Section	Description	Price
1	ArcGIS for Desktop Software	
1	ArcGIS for Desktop Concurrent Use Licenses	
	ArcGIS for Desktop Advanced Concurrent Use License	\$8,514.00
	ArcGIS for Desktop Standard Concurrent Use License	\$6,020.00
	ArcGIS for Desktop Basic Concurrent Use License	\$3,010.00
1	ArcGIS for Desktop Concurrent Use Licenses Maintenance	
	Primary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License	\$3,030.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License	\$1,212.00
	Primary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,515.00
	Secondary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,212.00
	Primary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$707.00
	Secondary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$505.00
1	ArcGIS for Desktop Extensions Concurrent Use Licenses	
	ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$2,150.00
	ArcGIS 3D Analyst for Desktop Concurrent Use License	\$2,150.00
	ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$2,150.00
	ArcGIS Publisher for Desktop Concurrent Use License	\$2,150.00
	ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$2,150.00
	ArcGIS Data Interoperability for Desktop Concurrent Use License	\$2,150.00
	ArcGIS Network Analyst for Desktop Concurrent Use License	\$2,150.00
	ArcGIS Schematics for Desktop Concurrent Use License	\$2,150.00
	ArcGIS Workflow Manager for Desktop Concurrent Use License	\$2,150.00
	ArcGIS Data Reviewer for Desktop Concurrent Use License	\$2,150.00
1	ArcGIS for Desktop Extensions Concurrent Use Licenses Maintenance	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$202.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$505.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$202.00
1	ArcGIS for Desktop Single Use Licenses	
	ArcGIS for Desktop Advanced Single Use License	\$8,514.00
	ArcGIS for Desktop Standard Single Use License	\$6,020.00
	ArcGIS for Desktop Basic Single Use Unkeyed License	\$1,290.00

	ArcGIS for Desktop Basic Single Use Keyed License	\$1,290.00
1	ArcGIS for Desktop Single Use Licenses Maintenance	
	Primary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$3,030.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$1,212.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,515.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,212.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$2,121.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$1,818.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$404.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$303.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$1,010.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$909.00
1	ArcGIS for Desktop Advanced Extensions Single Use Licenses	
	ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$2,150.00
	ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$2,150.00
	ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$2,150.00
	ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$2,150.00
	ArcGIS Network Analyst for Desktop Advanced Single Use License	\$2,150.00
	ArcGIS Schematics for Desktop Advanced Single Use License	\$2,150.00
	ArcGIS Publisher for Desktop Advanced Single Use License	\$2,150.00
	ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$2,150.00
	ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$2,150.00
	ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$2,150.00
1	ArcGIS for Desktop Extensions Single Use Licenses	
	ArcGIS Spatial Analyst for Desktop Single Use License	\$2,150.00
	ArcGIS 3D Analyst for Desktop Single Use License	\$2,150.00
	ArcGIS Geostatistical Analyst for Desktop Single Use License	\$2,150.00
	ArcGIS Publisher for Desktop Single Use License	\$2,150.00
	ArcGIS Tracking Analyst for Desktop Single Use License	\$2,150.00
	ArcGIS Data Interoperability for Desktop Single Use License	\$2,150.00
	ArcGIS Network Analyst for Desktop Single Use License	\$2,150.00
	ArcGIS Schematics for Desktop Single Use License	\$2,150.00
	ArcGIS Workflow Manager for Desktop Single Use License	\$2,150.00
	ArcGIS Data Reviewer for Desktop Single Use License	\$2,150.00
1	ArcGIS for Desktop Advanced Extensions Single Use Licenses Maintenance	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$505.00

	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$202.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$505.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$202.00
1	ArcGIS Upgrades	
	ArcGIS for Desktop Basic Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,720.00
1	Upgrade from One ArcGIS Product to Another	
	ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,730.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,730.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,224.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,224.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$3,010.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,504.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,504.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,494.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,494.00
1	Esri Roads and Highways	
	Esri Roads and Highways for Desktop Concurrent Use License	\$8,600.00
	Esri Roads and Highways for Desktop Single Use License	\$8,600.00
	Annual Maintenance for Esri Roads and Highways for Desktop Concurrent Use License	\$2,525.00
2	Esri Mapping and Charting	
	Esri Production Mapping Concurrent Use License*	\$8,752.00
	Esri Production Mapping Single Use License*	\$8,752.00
	Annual Maintenance for Esri Production Mapping Concurrent Use License	\$2,525.00
	Annual Maintenance for Esri Production Mapping Single Use License	\$2,525.00
	Esri Defense Mapping Concurrent Use License*	\$8,752.00
	Esri Defense Mapping Single Use License*	\$8,752.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	\$2,525.00
	Annual Maintenance for Esri Defense Mapping Single Use License	\$2,525.00
	ArcGIS for Aviation: Airports Concurrent Use License*	\$4,375.00
	ArcGIS for Aviation: Airports Single Use License*	\$4,375.00
	Annual Maintenance for ArcGIS for Aviation: Airports Concurrent Use License	\$1,263.00
	Annual Maintenance for ArcGIS for Aviation: Airports Single Use License	\$1,263.00
	ArcGIS for Aviation: Charting Concurrent Use License*	\$8,752.00
	ArcGIS for Aviation: Charting Single Use License*	\$8,752.00
	Annual Maintenance for ArcGIS for Aviation: Charting Concurrent Use License	\$2,525.00
	Annual Maintenance for ArcGIS for Aviation: Charting Single Use License	\$2,525.00
	ArcGIS for Maritime: Charting Concurrent Use License*	\$8,752.00
	ArcGIS for Maritime: Charting Single Use License*	\$8,752.00
	Annual Maintenance for ArcGIS for Maritime: Charting Concurrent Use License	\$2,525.00
	Annual Maintenance for ArcGIS for Maritime: Charting Single Use License	\$2,525.00
	ArcGIS for Maritime: Bathymetry Concurrent Use License*	\$4,375.00
	ArcGIS for Maritime: Bathymetry Single Use License*	\$4,375.00

	Annual Maintenance for ArcGIS for Maritime: Bathymetry Concurrent Use License	\$1,263.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Single Use License	\$1,263.00
2	Esri Mapping and Charting Solutions Bundles	
	Esri Defense Mapping Bundle Single Use License	\$24,940.00
	Esri Defense Mapping Bundle Concurrent Use License	\$24,940.00
	Annual Maintenance for Esri Defense Mapping Bundle Single Use License	\$6,548.00
	Annual Maintenance for Esri Defense Mapping Bundle Concurrent Use License	\$6,548.00
	ArcGIS for Aviation: Airports Bundle Single Use License	\$9,030.00
	ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$9,030.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Single Use License	\$2,879.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$2,778.00
	ArcGIS for Aviation: Charting Bundle Single Use License	\$17,630.00
	ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$17,630.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Single Use License	\$6,548.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$6,548.00
	ArcGIS for Maritime: Charting Bundle Single Use License	\$16,082.00
	ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$16,082.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Single Use License	\$6,044.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$6,044.00
	ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$10,750.00
	ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$10,750.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$3,375.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$3,274.00
3	Esri CityEngine	
	Esri CityEngine Advanced Concurrent Use License	\$3,440.00
	Esri CityEngine Advanced Single Use License	\$3,440.00
	Esri CityEngine Basic Single Use License	\$430.00
	Primary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$808.00
	Secondary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$682.00
	Primary Maintenance for Esri CityEngine Advanced Single Use License	\$808.00
	Secondary Maintenance for Esri CityEngine Advanced Single Use License	\$682.00
	Primary Maintenance for Esri CityEngine Basic Single Use License	\$101.00
	Secondary Maintenance for Esri CityEngine Basic Single Use License	\$86.00
3	Esri CityEngine Product Upgrades	
	Esri CityEngine Advanced Concurrent Use or Single Use License Upgrade from Basic Single Use License	\$3,010.00
4	Esri Developer Technology	
4	ArcGIS Engine Licenses	
	ArcGIS Engine Single Use License	\$430.00
	ArcGIS Engine Concurrent Use License	\$1,075.00
	ArcGIS Engine Concurrent Use License Upgrade from ArcGIS Engine Single Use License*	\$732.00
	Annual Maintenance for ArcGIS Engine Single Use License (without extensions)	\$101.00
	Annual Maintenance for ArcGIS Engine Single Use License (with one or more extensions)	\$403.00
	Primary Maintenance for ArcGIS Engine Concurrent Use License	\$253.00
	Secondary Maintenance for ArcGIS Engine Concurrent Use License	\$187.00
4	ArcGIS Engine Extensions Single Use Licenses	
	ArcGIS 3D Analyst for Engine Single Use License	\$860.00
	ArcGIS Spatial Analyst for Engine Single Use License	\$860.00
	ArcGIS Geodatabase Update for Engine Single Use License	\$860.00
	ArcGIS Network Analyst for Engine Single Use License	\$860.00
	ArcGIS Schematics for Engine Single Use License	\$860.00
	ArcGIS Tracking Analyst for Engine Single Use License	\$860.00
	ArcGIS Data Interoperability for Engine Single Use License	\$860.00

4	ArcGIS Engine Extensions Concurrent Use Licenses	
	ArcGIS 3D Analyst for Engine Concurrent Use License	\$860.00
	ArcGIS Spatial Analyst for Engine Concurrent Use License	\$860.00
	ArcGIS Geodatabase Update for Engine Concurrent Use License	\$860.00
	ArcGIS Network Analyst for Engine Concurrent Use License	\$860.00
	ArcGIS Schematics for Engine Concurrent Use License	\$860.00
	ArcGIS Tracking Analyst for Engine Concurrent Use License	\$860.00
	ArcGIS Data Interoperability for Engine Concurrent Use License	\$860.00
4	ArcGIS Engine Extensions Maintenance	
	Primary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$202.00
	Secondary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$152.00
	Primary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$202.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$152.00
	Primary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$202.00
	Secondary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$152.00
	Primary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$202.00
	Secondary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$152.00
	Primary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$202.00
	Secondary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$152.00
	Primary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$202.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$152.00
	Primary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$202.00
	Secondary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$152.00
4	ArcGIS Runtime	
	ArcGIS Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)*	\$4,884.00
	Annual Maintenance for ArcGIS Runtime Standard 25-Pack Single Use Deployment License	\$1,010.00
4	ArcGIS Extensions for ArcGIS Runtime	
	ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)*	\$9,769.00
	ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)*	\$9,769.00
	ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)*	\$9,769.00
	Annual Maintenance for ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,020.00
	Annual Maintenance for ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,020.00
	Annual Maintenance for ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,020.00
4	Esri Developer Network (EDN)	
4	EDN Standard Annual Subscriptions	
	EDN Standard Single Use Term License	\$1,462.00
	EDN Standard with ArcGIS for Desktop Basic Single Use Term License	\$1,948.00
	EDN Standard with ArcGIS for Desktop Standard Single Use Term License	\$2,923.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use Term License	\$3,898.00
4	EDN Advanced Annual Subscriptions	
	EDN Advanced Single Use Term License	\$3,898.00
	EDN Advanced with ArcGIS for Desktop Standard Single Use Term License	\$5,359.00
	EDN Advanced with ArcGIS for Desktop Advanced Single Use Term License	\$6,334.00
4	For Current EDN Subscribers	
	EDN Standard Optional Add-on Software ArcGIS for Desktop Basic Single Use Term License	\$488.00
	EDN Standard Optional Add-on Software ArcGIS for Desktop Standard Single Use Term License	\$1,462.00
	EDN Standard Optional Add-on Software ArcGIS for Desktop Advanced Single Use Term License	\$2,436.00
	EDN Advanced Optional Add-on Software ArcGIS for Desktop Standard Single Use Term License	\$1,290.00
	EDN Advanced Optional Add-on Software ArcGIS for Desktop Advanced Single Use Term License	\$2,150.00

4	EDN Software Upgrades	
	EDN Standard with ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic License	\$974.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,948.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard License	\$974.00
	EDN Advanced with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use License	\$974.00
	EDN Advanced with ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,290.00
	EDN Advanced with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$2,150.00
	EDN Advanced Single Use License Upgrade from EDN Standard Single Use License	\$2,436.00
	EDN Advanced with ArcGIS for Desktop Standard License Upgrade from EDN Standard with ArcGIS for Desktop Basic License	\$3,410.00
4	EDN Other	
	Technical Support (10 calls) for EDN	\$2,090.00
	Instructor-Led Training (5 days) for EDN	\$2,144.00
5	ArcGIS for Server Enterprise	
5	ArcGIS for Server Enterprise Advanced	
	ArcGIS for Server Enterprise Advanced (up to four cores)	\$34,400.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores)	\$10,074.00
	ArcGIS for Server Enterprise Advanced (additional cores)	\$8,600.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores)	\$2,525.00
5	ArcGIS for Server Enterprise Standard	
	ArcGIS for Server Enterprise Standard (up to four cores)	\$17,200.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores)	\$5,037.00
	ArcGIS for Server Enterprise Standard (additional cores)	\$4,300.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores)	\$1,263.00
5	ArcGIS for Server Enterprise Basic	
	ArcGIS for Server Enterprise Basic (up to four cores)	\$8,600.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores)	\$3,030.00
	ArcGIS for Server Enterprise Basic (additional cores)	\$2,150.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores)	\$758.00
5	ArcGIS for Server Workgroup Advanced	
	ArcGIS for Server Workgroup Advanced (up to two cores)	\$8,600.00
	Annual Maintenance for ArcGIS for Server Workgroup Advanced (up to two cores)	\$2,525.00
	ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	\$4,300.00
	Annual Maintenance for ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	\$1,263.00
5	ArcGIS for Server Workgroup Standard	
	ArcGIS for Server Workgroup Standard (up to two cores)	\$4,300.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (up to two cores)	\$1,263.00
	ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	\$2,150.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	\$631.00
5	ArcGIS for Server Workgroup Basic	
	ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply])—minimum two cores/maximum four cores)	\$4,300.00
	Annual Maintenance for ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply])—minimum two cores/maximum four cores)	\$1,263.00

5	ArcGIS for Server Extensions Enterprise Advanced	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	\$8,600.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	\$2,150.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	\$8,600.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	\$2,150.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	\$8,600.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	\$2,150.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores)	\$8,600.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores)	\$2,150.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	\$8,600.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores)	\$2,150.00
	ArcGIS GeoEvent Processor for Server Enterprise Advanced (up to four cores)	\$8,600.00
	ArcGIS GeoEvent Processor for Server Enterprise Advanced (additional cores)	\$2,150.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	\$631.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	\$631.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	\$631.00
	Annual Maintenance for Data Reviewer for Server Enterprise Advanced (up to four cores)	\$2,525.00
	Annual Maintenance for Data Reviewer for Server Enterprise Advanced (additional cores)	\$631.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	\$2,525.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores)	\$631.00
	Annual Maintenance for ArcGIS GeoEvent Processor for Server Enterprise Advanced (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS GeoEvent Processor for Server Enterprise Advanced (additional cores)	\$631.00
5	ArcGIS for Server Extensions Enterprise Standard	
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	\$8,600.00
	ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	\$2,150.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	\$8,600.00
	ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	\$2,150.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	\$8,600.00
	ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	\$2,150.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	\$8,600.00
	ArcGIS Image Extension for Server Enterprise Standard (additional cores)	\$2,150.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	\$8,600.00
	ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	\$2,150.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores)	\$8,600.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores)	\$2,150.00
	ArcGIS GeoEvent Processor for Server Enterprise Standard (up to four cores)	\$8,600.00
	ArcGIS GeoEvent Processor for Server Enterprise Standard (additional cores)	\$2,150.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	\$631.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	\$631.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	\$631.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores)	\$631.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	\$631.00

	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores)	\$631.00
	Annual Maintenance for ArcGIS GeoEvent Processor for Server Enterprise Standard (up to four cores)	\$2,525.00
	Annual Maintenance for ArcGIS GeoEvent Processor for Server Enterprise Standard (additional cores)	\$631.00
5	ArcGIS for Server Extensions Workgroup Advanced	
	ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	\$4,300.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	\$4,300.00
	ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	\$4,300.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	\$4,300.00
	Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	\$4,300.00
	ArcGIS GeoEvent Processor for Server Workgroup Advanced (maximum four cores) License	\$4,300.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	\$1,263.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS GeoEvent Processor for Server Workgroup Advanced (maximum four cores) License	\$1,263.00
5	ArcGIS for Server Workgroup Extensions Standard	
	ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	\$4,300.00
	ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	\$4,300.00
	ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	\$4,300.00
	ArcGIS Image Extension for Server Workgroup Standard (maximum four cores) License	\$4,300.00
	ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	\$4,300.00
	Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	\$4,300.00
	ArcGIS GeoEvent Processor for Server Workgroup Standard (maximum four cores) License	\$4,300.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	\$1,263.00
	Annual Maintenance for Image Extension for Server Workgroup Standard (maximum four cores) License	\$1,263.00
	Annual Maintenance for ArcGIS GeoEvent Processor for Server Workgroup Standard (maximum four cores) License	\$1,263.00
5	ArcGIS for Server Upgrades	
5	ArcGIS for Server Upgrades—Enterprise to Enterprise	
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$8,600.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$25,800.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$17,200.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores)	\$2,150.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	\$6,450.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	\$4,300.00

5	ArcGIS for Server Upgrades—Workgroup to Workgroup	
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Standard (up to four cores)	\$4,300.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Advanced (up to four cores)	\$12,900.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (up to two cores)	\$4,300.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (additional cores)	\$2,150.00
5	ArcGIS for Server Upgrades—Workgroup to Enterprise	
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Basic (up to four cores)	\$4,300.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$12,900.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$30,100.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$8,600.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$25,800.00
	ArcGIS for Server Workgroup Advanced Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$17,200.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$12,900.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$30,100.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$8,600.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$25,800.00
5	ArcGIS for Server Enterprise Staging Server	
5	ArcGIS for Server Enterprise Advanced Staging Server	
	ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server*	\$19,537.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$5,037.00
	ArcGIS for Server Enterprise Advanced (additional cores) Staging Server*	\$4,884.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$1,263.00
5	ArcGIS for Server Enterprise Standard Staging Server	
	ArcGIS for Server Enterprise Standard (up to four cores) Staging Server*	\$9,769.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$2,525.00
	ArcGIS for Server Enterprise Standard (additional cores) Staging Server*	\$2,442.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$631.00
5	ArcGIS for Server Enterprise Basic Staging Server	
	ArcGIS for Server Enterprise Basic (up to four cores) Staging Server*	\$4,884.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores) Staging Server	\$1,511.00
	ArcGIS for Server Enterprise Basic (additional cores) Staging Server*	\$1,221.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores) Staging Server	\$379.00
5	ArcGIS for Server Enterprise Extensions Staging Server	
5	ArcGIS for Server Enterprise Advanced Extensions Staging Server	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server*	\$4,884.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server*	\$1,221.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server*	\$4,884.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server*	\$1,221.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server*	\$4,884.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server*	\$1,221.00

	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server*	\$4,884.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server*	\$1,221.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server*	\$4,884.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server*	\$1,221.00
	ArcGIS GeoEvent Processor for Server Enterprise Advanced (up to four cores) Staging Server*	\$4,884.00
	ArcGIS GeoEvent Processor for Server Enterprise Advanced (additional cores) Staging Server*	\$1,221.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server	\$316.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server	\$316.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server	\$316.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server	\$316.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	\$316.00
	Annual Maintenance for ArcGIS GeoEvent Processor for Server Enterprise Advanced (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS GeoEvent Processor for Server Enterprise Advanced (additional cores) Staging Server	\$316.00
5	ArcGIS for Server Enterprise Standard Extensions Staging Server	
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server*	\$4,884.00
	ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server*	\$1,221.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server*	\$4,884.00
	ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server*	\$1,221.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server*	\$4,884.00
	ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server*	\$1,221.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server*	\$4,884.00
	ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server*	\$1,221.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server*	\$4,884.00
	ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server*	\$1,221.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server*	\$4,884.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server*	\$1,221.00
	ArcGIS GeoEvent Processor for Server Enterprise Standard (up to four cores) Staging Server*	\$4,884.00
	ArcGIS GeoEvent Processor for Server Enterprise Standard (additional cores) Staging Server*	\$1,221.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	\$316.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00

	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	\$316.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	\$316.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	\$316.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	\$316.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	\$316.00
	Annual Maintenance for ArcGIS GeoEvent Processor for Server Enterprise Standard (up to four cores) Staging Server	\$1,263.00
	Annual Maintenance for ArcGIS GeoEvent Processor for Server Enterprise Standard (additional cores) Staging Server	\$316.00
5	ArcGIS for Server Staging Server Upgrades	
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$4,300.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$12,900.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$8,600.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$1,075.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$3,225.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$2,150.00
6	ArcGIS for Server Term Licenses	
6	ArcGIS for Server Enterprise Term Licenses	
	ArcGIS for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$4,042.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$10,320.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$20,640.00
	ArcGIS for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,978.00
	ArcGIS for Server Enterprise Standard (up to four cores) 90-Day Term License	\$5,160.00
	ArcGIS for Server Enterprise Standard (up to four cores) 365-Day Term License	\$10,320.00
	ArcGIS for Server Enterprise Basic (up to four cores) 30-Day Term License	\$1,032.00
	ArcGIS for Server Enterprise Basic (up to four cores) 90-Day Term License	\$2,580.00
	ArcGIS for Server Enterprise Basic (up to four cores) 365-Day Term License	\$5,160.00
6	ArcGIS for Server Workgroup Term Licenses	
	ArcGIS for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$1,978.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$5,160.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$10,320.00
	ArcGIS for Server Workgroup Standard (up to four cores) 30-Day Term License	\$1,032.00
	ArcGIS for Server Workgroup Standard (up to four cores) 90-Day Term License	\$2,580.00

	ArcGIS for Server Workgroup Standard (up to four cores) 365-Day Term License	\$5,160.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 30-Day Term License	\$516.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 90-Day Term License	\$1,290.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 365-Day Term License	\$2,580.00
6	ArcGIS for Server Enterprise Extensions Term Licenses	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,032.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,580.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,160.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,032.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,580.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,160.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,032.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,580.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,160.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,032.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,580.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,160.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,032.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,580.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,160.00
	ArcGIS GeoEvent Processor for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,032.00
	ArcGIS GeoEvent Processor for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,580.00
	ArcGIS GeoEvent Processor for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,160.00
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,032.00
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,580.00
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,160.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,032.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,580.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,160.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,032.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,580.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,160.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,032.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,580.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,160.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,032.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,580.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,160.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,032.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,580.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,160.00
	ArcGIS for GeoEvent Processor for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,032.00
	ArcGIS for GeoEvent Processor for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,580.00
	ArcGIS for GeoEvent Processor for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,160.00
6	ArcGIS for Server Workgroup Extensions Term Licenses	
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,290.00
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,580.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,290.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,580.00

	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,290.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,580.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,290.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,580.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$516.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,290.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,580.00
	ArcGIS GeoEvent Processor for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$516.00
	ArcGIS GeoEvent Processor for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,290.00
	ArcGIS GeoEvent Processor for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,580.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,290.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,580.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,290.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,580.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,290.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,580.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,290.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,580.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,290.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,580.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,290.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,580.00
	ArcGIS GeoEvent Processor for Server Workgroup Standard (up to four cores) 30-Day Term License	\$516.00
	ArcGIS GeoEvent Processor for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,290.00
	ArcGIS GeoEvent Processor for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,580.00
6	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure	
6	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—365-Day Term Licenses	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License*	\$37,040.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License*	\$29,306.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—365-Day Term License*	\$24,422.00
6	ArcGIS for Server Enterprise Extensions with Virtual Cloud Infrastructure—365-Day Term Licenses	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License*	\$5,861.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License*	\$5,861.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License*	\$5,861.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License*	\$5,861.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License*	\$5,861.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License*	\$5,861.00

	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License*	\$5,861.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License*	\$5,861.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License*	\$5,861.00
	ArcGIS GeoEvent Processor for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License*	\$5,861.00
	ArcGIS GeoEvent Processor for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License*	\$5,861.00
6	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—90-Day Term Licenses	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License*	\$12,211.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License*	\$9,769.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—90-Day Term License*	\$8,303.00
6	ArcGIS for Server Enterprise Extensions with Cloud Infrastructure—90-Day Term Licenses	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License*	\$2,931.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License*	\$2,931.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License*	\$2,931.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License*	\$2,931.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License*	\$2,931.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License*	\$2,931.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License*	\$2,931.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License*	\$2,931.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License*	\$2,931.00
	ArcGIS GeoEvent Processor for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License*	\$2,931.00
	ArcGIS GeoEvent Processor for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License*	\$2,931.00
6	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—30-Day Term Licenses	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License*	\$4,884.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License*	\$3,908.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—30-Day Term License*	\$2,931.00
6	ArcGIS for Server Enterprise Extensions with Virtual Cloud Infrastructure—30-Day Term Licenses	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License*	\$977.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License*	\$977.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License*	\$977.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License*	\$977.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License*	\$977.00

	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License*	\$977.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License*	\$977.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License*	\$977.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License*	\$977.00
	ArcGIS GeoEvent Processor for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License*	\$977.00
	ArcGIS GeoEvent Processor for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License*	\$977.00
7	Location Analytics	
7	Esri Map Products Organization Plans for Use with ArcGIS Online and Portal for ArcGIS	
7	Esri Maps for IBM Cognos for Use with ArcGIS Online—Organization Plans	
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users*	\$489.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 1 Plan Additional User 5-Pack*	\$489.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users*	\$1,953.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 2 Plan Additional User 5-Pack*	\$195.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users*	\$3,419.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 3 Plan Additional User 5-Pack*	\$171.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users*	\$7,327.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 4 Plan Additional User 5-Pack*	\$146.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users*	\$12,211.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 5 Plan Additional User 5-Pack*	\$122.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users*	\$21,491.00
	Esri Maps for IBM Cognos (for use with ArcGIS Online) Level 6 Plan Additional User 5-Pack*	\$107.00
7	Esri Maps for IBM Cognos for Use with Portal for ArcGIS—Organization Plans	
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 2 Plan—Includes up to 50 Named Users*	\$1,953.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 2 Plan Additional User 5-Pack*	\$195.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 3 Plan—Includes up to 100 Named Users*	\$3,419.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 3 Plan Additional User 5-Pack*	\$171.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 4 Plan—Includes up to 250 Named Users*	\$7,327.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 4 Plan Additional User 5-Pack*	\$146.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 5 Plan—Includes up to 500 Named Users*	\$12,211.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 5 Plan Additional User 5-Pack*	\$122.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 6 Plan—Includes up to 1,000 Named Users*	\$21,491.00
	Esri Maps for IBM Cognos (for use with Portal for ArcGIS) Level 6 Plan Additional User 5-Pack*	\$107.00
7	Esri Maps for MicroStrategy for Use with ArcGIS Online—Organization Plans	
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users*	\$489.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 1 Plan Additional User 5-Pack*	\$489.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users*	\$1,953.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 2 Plan Additional User 5-Pack*	\$195.00

	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users*	\$3,419.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 3 Plan Additional User 5-Pack*	\$171.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users*	\$7,327.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 4 Plan Additional User 5-Pack*	\$146.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users*	\$12,211.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 5 Plan Additional User 5-Pack*	\$122.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users*	\$21,491.00
	Esri Maps for MicroStrategy (for use with ArcGIS Online) Level 6 Plan Additional User 5-Pack*	\$107.00
7	Esri Maps for MicroStrategy for Use with Portal for ArcGIS—Organization Plans	
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 2 Plan—Includes up to 50 Named Users*	\$1,953.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 2 Plan Additional User 5-Pack*	\$195.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 3 Plan—Includes up to 100 Named Users*	\$3,419.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 3 Plan Additional User 5-Pack*	\$171.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 4 Plan—Includes up to 250 Named Users*	\$7,327.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 4 Plan Additional User 5-Pack*	\$146.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 5 Plan—Includes up to 500 Named Users*	\$12,211.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 5 Plan Additional User 5-Pack*	\$122.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 6 Plan—Includes up to 1,000 Named Users*	\$21,491.00
	Esri Maps for MicroStrategy (for use with Portal for ArcGIS) Level 6 Plan Additional User 5-Pack*	\$107.00
7	Esri Maps for Dynamics CRM for Use with ArcGIS Online—Organization Plans	
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users*	\$489.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 1 Plan Additional User 5-Pack*	\$489.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users*	\$1,953.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 2 Plan Additional User 5-Pack*	\$195.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users*	\$3,419.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 3 Plan Additional User 5-Pack*	\$171.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users*	\$7,327.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 4 Plan Additional User 5-Pack*	\$146.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users*	\$12,211.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 5 Plan Additional User 5-Pack*	\$122.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users*	\$21,491.00
	Esri Maps for Dynamics CRM (for use with ArcGIS Online) Level 6 Plan Additional User 5-Pack*	\$107.00
7	Esri Maps for Dynamics CRM for Use with Portal for ArcGIS—Organization Plans	
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 2 Plan—Includes up to 50 Named Users*	\$1,953.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 2 Plan Additional User 5-Pack*	\$195.00

	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 3 Plan—Includes up to 100 Named Users*	\$3,419.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 3 Plan Additional User 5-Pack*	\$171.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 4 Plan—Includes up to 250 Named Users*	\$7,327.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 4 Plan Additional User 5-Pack*	\$146.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 5 Plan—Includes up to 500 Named Users*	\$12,211.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 5 Plan Additional User 5-Pack*	\$122.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 6 Plan—Includes up to 1,000 Named Users*	\$21,491.00
	Esri Maps for Dynamics CRM (for use with Portal for ArcGIS) Level 6 Plan Additional User 5-Pack*	\$107.00
8	Esri Business Analyst for Desktop—Single Use Licenses	
	Esri Business Analyst Basic for Desktop National Single Use License	\$15,906.00
	Esri Business Analyst Basic for Desktop Regional Single Use License	\$11,606.00
	Esri Business Analyst Basic for Desktop State Single Use License	\$7,306.00
8	Esri Business Analyst for Desktop—Concurrent Use Licenses	
	Esri Business Analyst Basic for Desktop National Concurrent Use License	\$15,906.00
	Esri Business Analyst Basic for Desktop Regional Concurrent Use License	\$11,606.00
	Esri Business Analyst Basic for Desktop State Concurrent Use License	\$7,306.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop National License	\$14,904.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Regional License	\$10,875.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop State License	\$6,845.00
8	Esri Business Analyst Standard for Desktop—Concurrent Use Licenses	
	Esri Business Analyst Standard for Desktop National Concurrent Use License	\$35,256.00
	Esri Business Analyst Standard for Desktop Regional Concurrent Use License	\$25,361.00
	Esri Business Analyst Standard for Desktop State Concurrent Use License	\$15,828.00
8	Esri Business Analyst Standard for Desktop—Single Use Licenses	
	Esri Business Analyst Standard for Desktop National Single Use License	\$35,256.00
	Esri Business Analyst Standard for Desktop Regional Single Use License	\$25,361.00
	Esri Business Analyst Standard for Desktop State Single Use License	\$15,828.00
8	Annual Maintenance for Esri Business Analyst Standard for Desktop—Concurrent Use and Single Use Licenses	
	Annual Maintenance for Esri Business Analyst Standard for Desktop National License	\$33,038.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop Regional License	\$23,765.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop State License	\$14,829.00
8	Esri Business Analyst for Desktop Canadian Edition	
	Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National Single Use License	\$28,251.00
	Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National Concurrent Use License	\$28,251.00
	Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National Single Use License	\$42,957.00
	Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National Concurrent Use License	\$42,957.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Canadian Edition Standard Dataset National License	\$26,474.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Canadian Edition Enhanced Dataset National License	\$40,256.00
8	Esri Business Analyst for Server	
8	Esri Business Analyst for Server Enterprise Advanced	
	Esri Business Analyst for Server Enterprise Advanced (up to four cores)	\$129,000.00
	Esri Business Analyst for Server Enterprise Advanced (additional cores)	\$32,250.00

	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (up to four cores)	\$100,740.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (additional cores)	\$25,185.00
8	Esri Business Analyst for Server Workgroup Advanced	
	Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$64,500.00
	Annual Maintenance for Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$50,370.00
8	Esri Business Analyst for Server—Staging Server	
	Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)*	\$36,633.00
	Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)*	\$9,159.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	\$25,185.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	\$6,296.00
9	ArcGIS for Transportation Analytics	
9	ArcGIS for Transportation Analytics with North America Datasets (includes Mexico)	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee*	\$76,196.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee*	\$93,780.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee*	\$216,865.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee*	\$416,147.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee*	\$808,850.00
9	ArcGIS for Transportation Analytics with United States and Canada Datasets	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee*	\$63,497.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee*	\$78,150.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee*	\$180,721.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee*	\$346,790.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee*	\$674,042.00
9	ArcGIS for Transportation Analytics with Europe Datasets (all countries)	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee*	\$167,045.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee*	\$205,143.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee*	\$476,225.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee*	\$908,491.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee*	\$1,777,907.00
9	ArcGIS for Transportation Analytics with Europe Datasets (up to two countries)	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee*	\$111,364.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee*	\$136,762.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee*	\$317,483.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee*	\$605,661.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee*	\$1,182,015.00
9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses	
9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—North America (includes Mexico)	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack*	\$7,619.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack*	\$4,689.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack*	\$4,347.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack*	\$4,152.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack*	\$4,054.00
9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—United States and Canada	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack*	\$6,350.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack*	\$3,908.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack*	\$3,615.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack*	\$3,468.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack*	\$3,370.00

9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—Europe (all countries)	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack*	\$16,704.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack*	\$10,258.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack*	\$9,524.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack*	\$9,085.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack*	\$8,890.00
9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—Europe (two countries)	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack*	\$11,136.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack*	\$6,838.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack*	\$6,350.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack*	\$6,057.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack*	\$5,911.00
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on	
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—North America (includes Mexico)	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack*	\$1,856.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack*	\$1,758.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack*	\$1,563.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack*	\$1,416.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack*	\$1,221.00
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—United States and Canada	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack*	\$1,563.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack*	\$1,466.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack*	\$1,319.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack*	\$1,173.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack*	\$1,026.00
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—Europe (all countries)	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack*	\$3,321.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack*	\$2,051.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack*	\$1,905.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack*	\$1,807.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack*	\$1,758.00
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—Europe (two countries)	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack*	\$2,247.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack*	\$1,368.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack*	\$1,270.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack*	\$1,221.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack*	\$1,173.00
11	Esri Address Coder	
	Esri Address Coder Standard National (per user license)	\$7,740.00
	Esri Address Coder Standard Regional (per user license)	\$5,590.00
	Esri Address Coder Standard State (per user license)	\$3,096.00
	Annual Maintenance for Esri Address Coder Standard National (per user license)	\$7,253.00
	Annual Maintenance for Esri Address Coder Standard Regional (per user license)	\$5,238.00
	Annual Maintenance for Esri Address Coder Standard State (per user license)	\$2,901.00
	Esri Address Coder Premium National (per user license)	\$12,900.00
	Esri Address Coder Premium Regional (per user license)	\$9,030.00
	Esri Address Coder Premium State (per user license)	\$5,160.00
	Annual Maintenance for Esri Address Coder Premium National (per user license)	\$12,089.00
	Annual Maintenance for Esri Address Coder Premium Regional (per user license)	\$8,462.00
	Annual Maintenance for Esri Address Coder Premium State (per user license)	\$4,836.00
13	Mobile GIS	
13	ArcPad	

	ArcPad Single Use License	\$602.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data	\$602.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data	\$602.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data	\$602.00
	Annual Maintenance for ArcPad Single Use License	\$253.00
	ArcPad Single Use License Upgrade*	\$244.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data Upgrade*	\$244.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data Upgrade*	\$244.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data Upgrade*	\$244.00
13	ArcGIS for Windows Mobile	
	ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	\$1,290.00
	Annual Maintenance for ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	\$303.00
	ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	\$12,900.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	\$3,022.00
	ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	\$1,290.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	\$303.00
	ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	\$1,290.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	\$303.00
13	StreetMap for ArcGIS for Windows Mobile	
13	StreetMap for ArcGIS for Windows Mobile 5-Pack Bundles	
	StreetMap for ArcGIS for Windows Mobile for Desktop NAVTEQ North America Street Data 5-Pack Single Use Term License*	\$391.00
	StreetMap for ArcGIS for Windows Mobile for Desktop NAVTEQ Europe Street Data 5-Pack Single Use Term License*	\$586.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ North America Street Data 5-Pack Term License*	\$391.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ Europe Street Data 5-Pack Term License*	\$586.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ North America Street Data 5-Pack Term License*	\$391.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ Europe Street Data 5-Pack Term License*	\$586.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ North America Street Data 5-Pack Term License*	\$391.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ Europe Street Data 5-Pack Term License*	\$586.00
13	StreetMap for ArcGIS for Windows Mobile 50-Pack Bundles	
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ North America Street Data 50-Pack Term License*	\$3,712.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ Europe Street Data 50-Pack Term License*	\$5,568.00

	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ North America Street Data 50-Pack Term License*	\$3,712.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ Europe Street Data 50-Pack Term License*	\$5,568.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ North America Street Data 50-Pack Term License*	\$3,712.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ Europe Street Data 50-Pack Term License*	\$3,712.00
16	Instructor-Led Training (ILT)	
	ILT—per Student, per Day at Esri Learning Centers in the United States	\$510.00
	Instructor-Led Online (ILO) Classroom Training—per Student, per Day	\$510.00
	Additional Student—Client Site Private Class per Student, per Day	\$343.00
	Additional Student—Esri Site Private Class per Student, per Day	\$343.00
	Half-Day ILO Classroom Training—per Student, per Day	\$177.00
	Half-Day Private ILO Classroom Training—per Student, per Day	\$2,651.00
	Private Classes—Esri Site per Class, per Day (12 students) in Locations in the United States	\$4,590.00
	Private Classes—Client Site per Class, per Day (12 students) in Locations in the United States	\$4,590.00
	Client Coaching Services—Client Site	\$4,161.00
	Client Coaching Services—Esri Site	\$4,161.00
16	Virtual Campus	
16	Individual Courses	
	Esri Virtual Campus Training Course Pricing (1 paid module)—per Seat	\$32.00
	Esri Virtual Campus Training Course Pricing (2 paid modules)—per Seat	\$65.00
	Esri Virtual Campus Training Course Pricing (3 paid modules)—per Seat	\$97.00
	Esri Virtual Campus Training Course Pricing (4 paid modules)—per Seat	\$129.00
	Esri Virtual Campus Training Course Pricing (5 paid modules)—per Seat	\$162.00
	Esri Virtual Campus Training Course Pricing (6 paid modules)—per Seat	\$194.00
	Esri Virtual Campus Training Course Pricing (7 paid modules)—per Seat	\$226.00
	Esri Virtual Campus Training Course Pricing (8 paid modules)—per Seat	\$259.00
	Esri Virtual Campus Training Course Pricing (9 paid modules)—per Seat	\$291.00
16	Esri Virtual Campus Annual User License Pricing	
	Premium Annual User License (2,500 Virtual Campus dollar value)	\$2,273.00
	Premium Annual User License (5,000 Virtual Campus dollar value)	\$4,293.00
	Premium Annual User License (7,500 Virtual Campus dollar value)	\$6,060.00
	Premium Annual User License (10,000 Virtual Campus dollar value)	\$7,070.00
	Premium Annual User License (25,000 Virtual Campus dollar value)	\$16,413.00
	Premium One-Year Extension Annual User License	\$667.00
16	Esri Training Pass	
	Esri Training Pass—per Day, 50 Days or Greater/per Year—Multiple-Year Term	\$485.00
	Esri Training Pass—per Day, 50 Days or Greater/per Year—One-Year Term	\$485.00
	Esri Training Pass—per Day, up to 49 Days/per Year—Multiple-Year Term	\$510.00
	Esri Training Pass—per Day, up to 49 Days/per Year—One-Year Term	\$510.00
	Esri Training Pass—One-Year Extension, up to 49 Days	\$505.00
	Esri Training Pass—One-Year Extension, 50 Days or More	\$1,515.00
17	Online GIS	
17	ArcGIS Online for Organizations Plans	
	ArcGIS Online Level 1 Plan—Includes up to 5 Named Users and 2,500 Credits*	\$2,442.00
	ArcGIS Online Additional User 5-Pack for Level 1 Plan*	\$2,442.00
	ArcGIS Online Level 2 Plan—Includes up to 50 Named Users and 10,000 Credits*	\$9,769.00
	ArcGIS Online Additional User 5-Pack for Level 2 Plan*	\$977.00
	ArcGIS Online Level 3 Plan—Includes up to 100 Named Users and 17,500 Credits*	\$17,095.00
	ArcGIS Online Additional User 5-Pack for Level 3 Plan*	\$854.00

	ArcGIS Online Level 4 Plan—Includes up to 250 Named Users and 37,500 Credits*	\$36,633.00
	ArcGIS Online Additional User 5-Pack for Level 4 Plan*	\$732.00
	ArcGIS Online Level 5 Plan—Includes up to 500 Named Users and 62,500 Credits*	\$61,055.00
	ArcGIS Online Additional User 5-Pack for Level 5 Plan*	\$611.00
	ArcGIS Online Level 6 Plan—Includes up to 1,000 Named Users and 110,000 Credits*	\$107,456.00
	ArcGIS Online Additional User 5-Pack for Level 6 Plan*	\$537.00
	ArcGIS Online Additional Service Credits—Block of 1,000*	\$98.00
17	Esri Business Analyst Online Organization Plans for Use with ArcGIS Online	
	Esri Business Analyst Online (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users*	\$489.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan*	\$489.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users*	\$1,953.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan*	\$195.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users*	\$3,419.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan*	\$171.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users*	\$7,327.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan*	\$146.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users*	\$12,211.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan*	\$122.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users*	\$21,491.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan*	\$107.00
17	Esri Community Analyst Organization Plans for Use with ArcGIS Online	
	Esri Community Analyst (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users*	\$489.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan*	\$489.00
	Esri Community Analyst (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users*	\$1,953.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan*	\$195.00
	Esri Community Analyst (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users*	\$3,419.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan*	\$171.00
	Esri Community Analyst (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users*	\$7,327.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan*	\$146.00
	Esri Community Analyst (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users*	\$12,211.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan*	\$122.00
	Esri Community Analyst (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users*	\$21,491.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan*	\$107.00
17	Esri Redistricting Online	
	Esri Redistricting Online—12 Months	\$3,870.00
	Esri Redistricting Online—24 Months	\$7,160.00
	Esri Redistricting Online—36 Months	\$9,869.00
18	Portal for ArcGIS	
	Portal for ArcGIS—Includes up to 50 Named User Licenses*	\$39,075.00
	Portal for ArcGIS—Includes up to 100 Named User Licenses	\$60,200.00
	Portal for ArcGIS—Includes up to 250 Named User Licenses	\$129,000.00
	Portal for ArcGIS—Includes up to 500 Named User Licenses	\$215,000.00
	Portal for ArcGIS—Includes up to 1,000 Named User Licenses	\$378,400.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 50 Named User Licenses	\$10,074.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 100 Named User Licenses	\$17,630.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 250 Named User Licenses	\$37,778.00

	Annual Maintenance for Portal for ArcGIS—Includes up to 500 Named User Licenses	\$62,963.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 1,000 Named User Licenses	\$110,814.00
18	Portal for ArcGIS Additional User 5-Packs	
	Portal for ArcGIS Additional User 5-Pack for up to 50 Named User Licenses*	\$3,908.00
	Portal for ArcGIS Additional User 5-Pack for up to 100 Named User Licenses	\$3,010.00
	Portal for ArcGIS Additional User 5-Pack for up to 250 Named User Licenses	\$2,580.00
	Portal for ArcGIS Additional User 5-Pack for up to 500 Named User Licenses	\$2,150.00
	Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named User Licenses	\$1,892.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 50 Named User Licenses	\$1,010.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 100 Named User Licenses	\$881.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 250 Named User Licenses	\$756.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 500 Named User Licenses	\$630.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named User Licenses	\$554.00
18	Portal for ArcGIS Term Licensing	
	Portal for ArcGIS—Includes up to 50 Named Users Annual Term License	\$8,600.00
	Portal for ArcGIS—Includes up to 100 Named Users Annual Term License	\$15,050.00
	Portal for ArcGIS—Includes up to 250 Named Users Annual Term License	\$32,250.00
	Portal for ArcGIS—Includes up to 500 Named Users Annual Term License	\$53,750.00
	Portal for ArcGIS—Includes up to 1,000 Named Users Annual Term License	\$94,600.00
18	Portal for ArcGIS Additional User 5-Packs Term Licensing	
	Portal for ArcGIS Additional User 5-Pack for up to 50 Named Users Annual Term License	\$860.00
	Portal for ArcGIS Additional User 5-Pack for up to 100 Named Users Annual Term License	\$753.00
	Portal for ArcGIS Additional User 5-Pack for up to 250 Named Users Annual Term License	\$645.00
	Portal for ArcGIS Additional User 5-Pack for up to 500 Named Users Annual Term License	\$538.00
	Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named Users Annual Term License	\$473.00
20	StreetMap Premium for ArcGIS North America NAVTEQ Data	
20	StreetMap Premium for ArcGIS NAVTEQ Data—United States	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)*	\$5,861.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)*	\$14,653.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)*	\$73,265.00
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$29,306.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)*	\$2,931.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)*	\$7,327.00
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)*	\$36,633.00
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$14,653.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—North America (United States, Canada, and Mexico)	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)*	\$11,722.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)*	\$29,306.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)*	\$146,531.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$58,612.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)*	\$5,861.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)*	\$14,653.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)*	\$73,265.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$29,306.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—State	
	State—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,720.00
	State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$4,300.00
	State—Full Use (per ArcGIS for Server Enterprise/per year)	\$21,500.00
	State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$8,600.00
	State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$860.00
	State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,150.00

	State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$10,750.00
	State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,300.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Canada	
	Canada—Full Use (per single use ArcGIS for Desktop user/per year)*	\$4,689.00
	Canada—Full Use (per concurrent use ArcGIS for Desktop user/per year)*	\$11,722.00
	Canada—Full Use (per ArcGIS for Server Enterprise/per year)*	\$58,612.00
	Canada—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$23,445.00
	Canada—Display and Geocode (per single use ArcGIS for Desktop user/per year)*	\$2,344.00
	Canada—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)*	\$5,861.00
	Canada—Display and Geocode (per ArcGIS for Server Enterprise/per year)*	\$29,306.00
	Canada—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$11,722.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Province	
	Province—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,720.00
	Province—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$4,300.00
	Province—Full Use (per ArcGIS for Server Enterprise/per year)	\$21,500.00
	Province—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$8,600.00
	Province—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$860.00
	Province—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,150.00
	Province—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$10,750.00
	Province—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,300.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Europe	
	Europe—Full Use (per single use ArcGIS for Desktop user/per year)*	\$12,309.00
	Europe—Full Use (per concurrent use ArcGIS for Desktop user/per year)*	\$30,772.00
	Europe—Full Use (per ArcGIS for Server Enterprise/per year)*	\$153,857.00
	Europe—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$61,543.00
	Europe—Display and Geocode (per single use ArcGIS for Desktop user/per year)*	\$6,154.00
	Europe—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)*	\$15,385.00
	Europe—Display and Geocode (per ArcGIS for Server Enterprise/per year)*	\$76,929.00
	Europe—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$30,772.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Small Country in Europe	
	Small Country—Full Use (per single use ArcGIS for Desktop user/per year)	\$2,322.00
	Small Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$5,805.00
	Small Country—Full Use (per ArcGIS for Server Enterprise/per year)	\$29,025.00
	Small Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$11,610.00
	Small Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,161.00
	Small Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,903.00
	Small Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$14,513.00
	Small Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$5,805.00
20	StreetMap Premium for ArcGIS NAVTEQ Data—Large Country in Europe	
	Large Country—Full Use (per single use ArcGIS for Desktop user/per year)	\$3,870.00
	Large Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$9,675.00
	Large Country—Full Use (per ArcGIS for Server Enterprise/per year)	\$48,375.00
	Large Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$19,350.00
	Large Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,935.00
	Large Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$4,838.00
	Large Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$24,188.00
	Large Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$9,675.00
20	StreetMap Premium for ArcGIS TomTom Data—North America	
20	StreetMap Premium for ArcGIS TomTom Data—United States	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)*	\$5,861.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)*	\$14,653.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)*	\$73,265.00

	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$29,306.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)*	\$2,931.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)*	\$7,327.00
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)*	\$36,633.00
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$14,653.00
20	StreetMap Premium for ArcGIS TomTom Data—Small State in the United States	
	Small State—Full Use (per single use ArcGIS for Desktop user/per year)	\$774.00
	Small State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$1,935.00
	Small State—Full Use (per ArcGIS for Server Enterprise/per year)	\$9,675.00
	Small State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$3,870.00
	Small State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$430.00
	Small State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$968.00
	Small State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$4,838.00
	Small State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$1,935.00
20	StreetMap Premium for ArcGIS TomTom Data—Medium State in the United States	
	Medium State—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,032.00
	Medium State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$2,580.00
	Medium State—Full Use (per ArcGIS for Server Enterprise/per year)	\$12,900.00
	Medium State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$5,160.00
	Medium State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$516.00
	Medium State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,290.00
	Medium State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$6,450.00
	Medium State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$2,580.00
20	StreetMap Premium for ArcGIS TomTom Data—Large State in the United States	
	Large State—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,548.00
	Large State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$3,870.00
	Large State—Full Use (per ArcGIS for Server Enterprise/per year)	\$19,350.00
	Large State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$7,740.00
	Large State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$774.00
	Large State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,935.00
	Large State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$9,675.00
	Large State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$3,870.00
20	StreetMap Premium for ArcGIS TomTom Data—North America	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)*	\$11,722.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)*	\$29,306.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)*	\$146,531.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$58,612.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)*	\$5,861.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)*	\$14,653.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)*	\$73,265.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$29,306.00
20	StreetMap Premium for ArcGIS TomTom Data—Canada	
	Canada—Full Use (per single use ArcGIS for Desktop user/per year)*	\$2,931.00
	Canada—Full Use (per concurrent use ArcGIS for Desktop user/per year)*	\$7,327.00
	Canada—Full Use (per ArcGIS for Server Enterprise/per year)*	\$36,633.00
	Canada—Full Use Types (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$14,653.00
	Canada—Display and Geocode (per single use ArcGIS for Desktop user/per year)*	\$1,466.00
	Canada—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)*	\$3,663.00
	Canada—Display and Geocode (per ArcGIS for Server Enterprise/per year)*	\$18,316.00
	Canada—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$7,327.00
20	StreetMap Premium for ArcGIS TomTom Data—Small Province in Canada	
	Small Province—Full Use (per single use ArcGIS for Desktop user/per year)	\$774.00

	Small Province—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$1,935.00
	Small Province—Full Use (per ArcGIS for Server Enterprise/per year)	\$9,675.00
	Small Province—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$3,870.00
	Small Province—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$430.00
	Small Province—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$968.00
	Small Province—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$4,838.00
	Small Province—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$1,935.00
20	StreetMap Premium for ArcGIS TomTom Data—Medium Province in Canada	
	Medium Province—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,032.00
	Medium Province—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$2,580.00
	Medium Province—Full Use (per ArcGIS for Server Enterprise/per year)	\$12,900.00
	Medium Province—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$5,160.00
	Medium Province—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$516.00
	Medium Province—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,290.00
	Medium Province—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$6,450.00
	Medium Province—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$2,580.00
20	StreetMap Premium for ArcGIS TomTom Data—Large Province in Canada	
	Large Province—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,548.00
	Large Province—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$3,870.00
	Large Province—Full Use (per ArcGIS for Server Enterprise/per year)	\$19,350.00
	Large Province—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$7,740.00
	Large Province—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$774.00
	Large Province—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,935.00
	Large Province—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$9,675.00
	Large Province—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$3,870.00
20	StreetMap Premium for ArcGIS TomTom Data—Europe	
	Europe—Full Use (per single use ArcGIS for Desktop user/per year)*	\$11,332.00
	Europe—Full Use (per concurrent use ArcGIS for Desktop user/per year)*	\$28,329.00
	Europe—Full Use (per ArcGIS for Server Enterprise/per year)*	\$141,891.00
	Europe—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$56,659.00
	Europe—Display and Geocode (per single use ArcGIS for Desktop user/per year)*	\$5,666.00
	Europe—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)*	\$14,164.00
	Europe—Display and Geocode (per ArcGIS for Server Enterprise/per year)*	\$70,945.00
	Europe—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)*	\$28,329.00
20	StreetMap Premium for ArcGIS TomTom Data—Small Country in Europe	
	Small Country—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,204.00
	Small Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$3,010.00
	Small Country—Full Use (per ArcGIS for Server Enterprise/per year)	\$15,050.00
	Small Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$6,020.00
	Small Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$602.00
	Small Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,505.00
	Small Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$7,525.00
	Small Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$3,010.00
20	StreetMap Premium for ArcGIS TomTom Data—Medium Country in Europe	
	Medium Country—Full Use (per single use ArcGIS for Desktop user/per year)	\$2,408.00
	Medium Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$6,020.00
	Medium Country—Full Use (per ArcGIS for Server Enterprise/per year)	\$30,100.00
	Medium Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$12,040.00
	Medium Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,204.00
	Medium Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$3,010.00
	Medium Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$15,050.00

	Medium Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$6,020.00
20	StreetMap Premium for ArcGIS TomTom Data—Large Country in Europe	
	Large Country—Full Use (per single use ArcGIS for Desktop user/per year)	\$3,612.00
	Large Country—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$9,030.00
	Large Country—Full Use (per ArcGIS for Server Enterprise/per year)	\$45,150.00
	Large Country—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$18,060.00
	Large Country—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,806.00
	Large Country—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$4,515.00
	Large Country—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$22,575.00
	Large Country—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$9,030.00
21	Professional Services Packages	
21	Jumpstart Packages	
	ArcGIS for Server Jumpstart 3-Day Option (up to 2 servers)	\$8,888.00
	ArcGIS for Server Jumpstart 4-Day Option (up to 4 servers)	\$11,110.00
	Esri Production Mapping Jumpstart (5 days)	\$18,079.00
	ArcGIS for Maritime: Charting Jumpstart (10 days)	\$32,219.00
	ArcGIS for Aviation Jumpstart (5 days)	\$18,079.00
	ArcGIS Data Reviewer Jumpstart (5 days)	\$18,079.00
	ArcGIS Workflow Manager Jumpstart (5 days)	\$18,079.00
	ArcGIS Image Extension for Server Jumpstart (3 days)	\$12,423.00
	Services Packages	
	Remote Developer Support (20 hours)	\$5,151.00
	WebGIS Launch Kits	
	WebGIS Launch Kit for ArcGIS Online (3 days)	\$8,888.00
	WebGIS Launch Kit for Portal for ArcGIS - Standard (4 days)	\$15,150.00
	WebGIS Launch Kit for Portal for ArcGIS - Advanced (5 days)	\$20,402.00

State of Washington
DEPARTMENT OF ENTERPRISE SERVICES
1500 Jefferson St. SE, Olympia, WA 98501 •

CONTRACT AMENDMENT

Contract Number:

A11-MST-563 (09712)

Date Issued:

April 29, 2013

Amendment Number:

Environmental Systems
Research Institute, Inc. (Esri)
13-02

Effective Date:

7/1/13

This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

Purpose: To add or revise, as applicable, the provisions of the contract relating to a Management Fee. The following language regarding the Management Fee and Sales & Subcontractor Reporting is added to the contract.

1. The parties hereby agree to amend The Master Price Agreement to add the following language:

Effective July 1, 2013,

Management Fee:

Esri shall pay the Department of Enterprise Services (DES) a fee equal to 0.74% (Management Fee) of the total invoice price, less any taxes, returns, credits, or adjustments, of all sales ("Total Net Sales") under this Contract.

The Management Fee will be included in Esri's pricing, as set forth in the contract (including all amendments), and will not be included as a separate line item on any invoice submitted to a Purchaser.

DES may, at its sole discretion, increase, decrease, or eliminate the Management Fee upon thirty (30) days written notice to Esri. Any decrease to, or elimination of, the Management Fee, shall be reflected in contract pricing commensurate with the adjustment.

Esri will provide DES with a sales report detailing Total Net Sales for the preceding quarter ("Sales Report"), in accordance with the Sales & Subcontractor Report section of this Amendment using the requirements and schedule set forth below. DES will send an invoice within 30 days after each quarter, based on the Sales Report. Payment of the Management Fee is due within thirty (30) days of the date of the DES invoice.

The state reserves the right to audit, or have a designated third party audit, at mutually agreed to times and upon fourteen (14) calendar days written notice, applicable records to ensure that the state has been properly invoiced and all Management Fees have been paid. Failure to accurately report Total Net Sales, to submit a timely Sales Report, or remit timely payment of the Management Fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law. The parties will seek to resolve any failures in reporting, submitting or remitting of the Management Fee prior to any termination.

Management Fee payment must reference the Contract number, Work Request Number (if applicable), the year and quarter for which the Management Fee is being remitted, and the Esri's Name as it is known to DES, if not already included on the face of the check.

All payments must be sent to:

Name:	State of Washington, Dept. of Enterprise Services Finance Department
Address:	1500 Jefferson Street Mail Stop 41460 Olympia WA 98501
Additional:	Contract #: _____ Quarter/Year: _____ Esri's Name as it is known to DES (if not already included on the face of the check).

Sales & Subcontracting Reporting:

The Esri shall provide a Sales and Subcontractor Report to the Master Contracts & Consulting Unit on a quarterly basis in the electronic format provided by the Master Contracts & Consulting Unit at:

<https://fortress.wa.gov/ga/apps/CSR/Login.aspx>. A sample Sales & Subcontractor report can be found at: <http://www.ga.wa.gov/PCA/SL/ExternalForms/contracting/usage.doc>. Esri must report by customer number and must report when no sales are made. Estimates and averages will not be accepted. Actual sales figures must reported.

Schedule:

Esri will provide Usage Reports and Management Fees quarterly, per the following schedule:

FOR ACTIVITY IN THESE MONTHS:	SALES REPORTS DUE	MANAGEMENT FEES DUE
January, February and March	April 30 th of same year	Within 30 days of DES Invoice date
April, May and June	July 31 st of same year	Within 30 days of DES Invoice date
July, August and September	October 31 st of same year	Within 30 days of DES Invoice date
October, November and December	January 31 st of following calendar year	Within 30 days of DES Invoice date

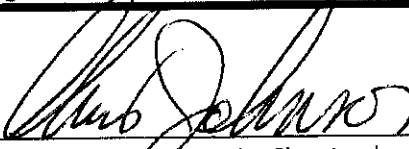

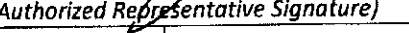
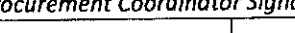

2. Section 9.3 of the Master Price Agreement shall be deleted in its entirety and replaced with the following new language:

The Authorized Entity will place the order with Esri. Esri will provide a spreadsheet with the discounted pricing for Customer within 30 days of the Effective Date and no more than once each calendar quarter. Customer will post the pricing on its website.

In general, the pricelist will reflect a discount of 14%. In some instances, the 14% discount does not apply due to a pricing conflict with Esri's GSA schedule. Esri will offer these products to Customer at 1 % above Esri's GSA equivalent price. Products which incur extensive royalties or other costs- to Esri will not be discounted, but will be available for purchase by the Customer at 1% above Esri's Commercial List Price. Maintenance, Training and Jumpstart will be offered at 1% above commercial list price.

Authorizing Signatures

This contract amendment, consisting of three (3) pages and zero (0) attachment(s) consisting of 0 pages is executed by the persons signing below that warrant that they have the authority to execute this contract amendment.

 (Esri Authorized Representative Signature)		NOV 14 2013 (Date)		For State:		 for Momi Frudlander	
 (Esri Authorized Representative Signature)		NOV 14 2013 (Date)		 (Procurement Coordinator Signature)		(Date)	
Print Name	Chris Johnson	Print Name	Sylvia Sammons	Print Name	Sylvia Sammons	Print Name	Sylvia Sammons
Telephone No.	909-793-2853	Telephone No.	360-407-8226	Telephone No.	360-407-8226	Telephone No.	360-407-8226
Company	Environmental Systems Research Institute, Inc.	Company	Dept. Enterprise Services Master Contracts & Consulting	Company	Dept. Enterprise Services Master Contracts & Consulting	Company	Dept. Enterprise Services Master Contracts & Consulting
Mailing Address	380 New York Street, Redlands, CA 92373-8100	Mailing Address	P. O. Box 41411 Olympia, WA 98504-1411	Mailing Address	P. O. Box 41411 Olympia, WA 98504-1411	Mailing Address	P. O. Box 41411 Olympia, WA 98504-1411
Physical Address	380 New York Street, Redlands, CA 92373-8100	Physical Address	1500 Jefferson St. SE Olympia, WA 98501	Physical Address	1500 Jefferson St. SE Olympia, WA 98501	Physical Address	1500 Jefferson St. SE Olympia, WA 98501
Email:	service@esri.com	Email:	sylvia.sammons@des.wa.gov	Email:	sylvia.sammons@des.wa.gov	Email:	sylvia.sammons@des.wa.gov
				DES Approval			
MCC Manager		Signature/Date	December 6 2013	Signature/Date	December 6 2013	Signature/Date	December 6 2013