

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 05/01/15**Expiration Date:** 06/30/22**Master Agreement Description:** ESRI Master Purchase Agreement: #2015MPA2223**Buyer Information**Justin Franzose 207-624-7337 **ext.** justin.franzose@maine.gov**Issuer Information**JEFF COTNOIR 207-624-9449 **ext.** Jeff.Cotnoir@maine.gov**Requestor Information**Jeff Cotnoir 207-624-9449 **ext.** Jeff.Cotnoir@maine.gov**Authorized Departments**

ALL

Vendor Information**Vendor Line #:** 1**Vendor ID**

VC1000028878

Vendor Name

ENVIRONMENTAL SYSTEMS RESEARCH

Alias/DBA**Vendor Address Information**

FILE #54630

LOS ANGELES, CA 90074-4630

US

Vendor Contact Information

GEORGE INCAMPO

909-793-2853 **ext.**

gincampo@esri.com

Commodity Information

Vendor Line #: 1

Vendor Name: ENVIRONMENTAL SYSTEMS RESEARCH

Commodity Line #: 1

Commodity Code: 92046

Commodity Description: GIS Software

Commodity Specifications: Master Agreement to Purchase Geographic Software, Hardware, etc. as per ESRI Master Purchase Agreement: #2015MPA2223

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days	Free on Board	
Contract Amount \$0.00	Service Start Date 05/01/15	Service End Date 06/30/22
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

Commodity Information

Vendor Line #: 1

Vendor Name: ENVIRONMENTAL SYSTEMS RESEARCH

Commodity Line #: 2

Commodity Code: 92046

Commodity Description: Training

Commodity Specifications: Master Agreement to Purchase Geographic Software, Hardware, etc. as per ESRI Master Purchase Agreement: #2015MPA2223

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days	Free on Board	
Contract Amount \$0.00	Service Start Date 05/01/15	Service End Date 06/30/22
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Commodity Information

Vendor Line #: 1

Vendor Name: ENVIRONMENTAL SYSTEMS RESEARCH

Commodity Line #: 3

Commodity Code: 92046

Commodity Description: Professional Services

Commodity Specifications: Master Agreement to Purchase Geographic Software, Hardware, etc. as per ESRI Master Purchase Agreement: #2015MPA2223

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
Contract Amount	Service Start Date	Service End Date
\$0.00	05/01/15	06/30/22
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date



Esri Agreement No. 2015MPA2223

This Master Purchase Agreement ("MPA" or "Agreement") is between the governmental entity ("Customer") identified below and Environmental Systems Research Institute, Inc. ("Esri"). This Agreement enables Customer to acquire Esri geographic information system Products, Product-related services, professional services, training, and third-party hardware over a defined period of time.

This Agreement incorporates the following documents in the order of precedence set forth below:

1. Esri Exhibit 1, Scope of Use, E300 02/25/2015
2. General License Terms and Conditions, E204M 06/13/2014
3. State and Local MPA Terms and Conditions, E500M 11/05/2014
4. Custom Software, Technical Data, and Assistance License Addendum, E600M 08/22/2014, including Attachment A—Sample Task Order and Attachment B—Time and Materials Rate Schedule (J8410)
5. Enterprise Advantage Program Agreement, E125-MPA 03/13/2015
6. Implementation Services Addendum for Services Packages, G363DM 08/14/2014
7. Training Terms and Conditions, E207M 10/22/2014
8. Premium Support Services Agreement, E601M 06/13/2014
9. Esri MPA Price List, E416M
10. General Terms and Conditions of State of Maine Buyer Purchase Order

Note: Items 1 and 2, above, constitute License Agreement No. 2015MLA2223

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 May 1, 2015. The term of this Agreement is May 1, 2015 through April 30, 2017.

THE STATE OF MAINE
(Customer)

By:

Gregory A McNeal
Authorized Signature

Printed Name:

Gregory Mc Neal

Title:

Chief Technology Officer

Date:

May 5, 2015

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(Esri)

By:

Chris Johnson
Authorized Signature

Printed Name:

Chris Johnson
Manager, Commercial & Government Contracts

Title:

Date:

4/30/15

Customer Contact Information

Contact: Thomas N. Howker

TNHT 5/5/2015

Telephone: (207) 624-8878

E-mail: thomas.n.howker@maine.gov



**EXHIBIT 1
SCOPE OF USE
(E300 02/25/2015)**

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

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

SECTION 1—DEFINITIONS

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

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

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

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

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

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

Additional Terms of Use for Products listed above:

1. Licensee may use the Software, Data, and Online Services included in ArcGIS for Transportation Analytics solely for direct support of fleet operations. No other use of ArcGIS for Transportation Analytics or the individual components that are part of ArcGIS for Transportation Analytics is permitted. This restriction does not apply to the ArcGIS Online for Organizations account included with ArcGIS for Transportation Analytics. The ArcGIS Online for Organizations account can be used for any purpose subject to the terms of this License Agreement.
- 2–9. Reserved.

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

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

ADDENDUM 2
DATA TERMS OF USE
(E300-2)

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

SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA

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

SECTION 2—SPECIFIC TERMS OF USE FOR DATA

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

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

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

Additional Terms of Use for Products listed above:

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

ArcGIS Online Basemap Data:

- a. ArcGIS Online basemap data can be taken offline through Esri Content Packages and subsequently delivered (transferred) to any device for use exclusively with licensed Esri Client Software.
- b. ArcGIS Online basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap and geosearch Transactions. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.

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

- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. Microsoft Bing Maps data is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e-802-bing-mapsvcs.pdf>.
 - e. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
 - f. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
 - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics:* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but are not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
4. *Business Analyst Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop). The Data is subject to the following additional terms of use:
- a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition) with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
 - b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.

- c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.
 - d. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
 - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business, Retail MarketPlace, Tapestry Segmentation, Market Potential, Crime Index, Major Shopping Center, Traffic Count, and Banking datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:
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 - **Internal Site/Server—Known User**: Permits access by named (known) users for Licensee's internal use. Web access by those named users is permitted.
 - **Public website (noncommercial)—Constituent-Served Model**: Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
 - **Public website (commercial) Known User**: Permits Licensee to use the Data in an externally facing Value-Added Application for use by named users and to generate revenue from such Value-Added Application.
 - **Public website (commercial) Anonymous User**: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.
6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.
- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/redistribution-rights>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
 - b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
7. Reserved.
8. Reserved.

9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. D&B Data: May not be used for direct mailing or direct marketing purposes.
10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
- a. HERE traffic data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
 - c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
 - d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
 - e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
 - f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

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

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

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

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

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

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

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

2.3 Licensee's Responsibilities.

- a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
- b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.
- c. Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming turn or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process Content online that is unclassified controlled technical information (UCTI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). Licensee shall not attempt to (a) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or (b) benchmark the availability, performance, or functionality of Online Services for competitive purposes. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.

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

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

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

2.8 If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

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

ARTICLE 3—TERM AND TERMINATION

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

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

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

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

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

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

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

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

4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/dmca_policy.

4.3 Sharing Licensee's Content. If Licensee elects to share Licensee's Content using Sharing Tools, then Licensee acknowledges that it has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services. ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM USE OR MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SHARING TOOLS IS AT LICENSEE'S SOLE RISK.

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

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

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service Credit consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri will notify Licensee's account administrator if Licensee's Service Credit consumption reaches or exceeds one hundred percent (100%). If Licensee's account exceeds one hundred percent (100%) of the available Service Credits, Licensee may continue to access its account; however, Licensee's access to services that consume Service Credits will be suspended. Licensee's access to the services that consume Service Credits will be restored immediately upon the completion of Licensee's purchase of additional Service Credits.

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

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

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

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

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

<ul style="list-style-type: none">▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6)▪ Esri Business Analyst Online (3; Addendum 2, Note 1)▪ Esri Business Analyst Online Mobile (3; Addendum 2, Note 1)▪ Esri Community Analyst (3; Addendum 2, Note 1)	<ul style="list-style-type: none">▪ Esri Redistricting Online (Addendum 2, Note 1)▪ Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)
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Notes:

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

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:
 - a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
 - b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - vii. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. Licensee must include attribution acknowledging that its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.
 - viii. Licensee may not embed a Named User credential into a Value-Added Application. For ArcGIS Online for Organizations, Education, and Nongovernmental Organization/Nonprofit Organization (NGO/NPO) Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.

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

- g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
 - i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.
 - h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
 - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
 - i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.
- 2. Terms of Use for ArcGIS Online Services:
 - a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
 - b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.
- 3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Esri Community Analyst Reports and maps on Licensee's external websites.
- 4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in [Addendum 2, Note 1](#).

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

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

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

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Licensee has acquired an Administrative Use Term License. "**Administrative Use**" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes. Except for cost recovery of using and operating the Products, Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program:*
 - a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/software/arcgis/arcgis-for-home> or Licensee's authorized distributor's website.
 - b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License, without the authorization to install or use a second copy, solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "**Noncommercial**" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
 - c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.
4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.



LICENSE AGREEMENT NO. 2015MLA2223
(E204M 06/13/2014)

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

GENERAL LICENSE TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

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

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Esri and its licensors own Products 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 Products 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 Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid; (ii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor; and (iii) for the applicable Term or, if no Term is applicable or identified, until terminated in accordance with Article 5. In addition to the Scope of Use in Article 4, Exhibit 1—Scope of Use (E300) applies to specific Products. Addendum 1, Addendum 2, Addendum 3, and Addendum 4 collectively comprise Exhibit 1—Scope of Use (E300) and are also available at <http://www.esri.com/legal/software-license>. Addendums only apply to Products specifically identified within an Addendum. Exhibit 1—Scope of Use (E300) includes Addendums for the following Product types, which are incorporated by reference:

- a. *Software.* Terms of use for specific Software products are set forth in [Addendum 1](#).
- b. *Data.* Data terms of use are set forth in [Addendum 2](#).
- c. *Online Services.* Terms of use for Online Services are set forth in [Addendum 3](#).
- d. *Limited Use Programs.* Terms of use for noncommercial, nonprofit, educational, or other limited-use programs are set forth in [Addendum 4](#).

3.2 Evaluation and Beta Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Esri or distributor maintenance.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may
 1. Install and store Products on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the deployment of either version does not exceed Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity;
 4. Move the Software in the licensed configuration to a replacement computer; and
 5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.
- b. *Commercial Application Service Provider Use.* Licensee may use the Product for Commercial ASP Use provided that Licensee (i) acquires a Commercial ASP Use license, or (ii) is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit.
- 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 distribute the customized documentation only for Licensee's own internal use. Portions 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 © [Licensee will insert the actual copyright date(s) from the source materials] Esri and its licensors. All rights reserved."

- e. **Font Components.** All fonts provided with a Product may be used with the authorized use of any Products. Esri fonts may also be separately used to print any output created by Products. Additional use restrictions for third-party fonts included with a Product are set forth in the font file itself.
- f. **Consultant or Contractor Access.** Subject to Section 3.1, Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited.
- g. Licensee may use, copy, reproduce, publish, publicly display, or redistribute map images and reports containing map images derived from the use of Esri Product(s) in hard copy or static, electronic formats (e.g., PDF, GIF, JPEG) to third parties subject to restrictions set forth in this License Agreement, provided that Licensee affixes an attribution statement to the map images acknowledging Esri and/or its applicable licensor(s) as the source of the portion(s) of the Data used for the map images. For avoidance of doubt, any data that is supplied or used by Licensee in its use of the Product(s) that is not Data shall be and remain the property of Licensee or its third-party licensor(s).

4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not

- a. Sell, rent, lease, sublicense, lend, time-share, assign, or use Products for Commercial ASP Use or service bureau purposes;
- b. Provide third parties with direct access to Products so that the third parties may use the Product directly, develop their own GIS applications, or create their own solutions in conjunction with the Product;
- c. Distribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- d. Distribute Authorization Codes to third parties;
- e. Reverse engineer, decompile, or disassemble Products;
- f. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- g. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Products in violation of Esri's or a third party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- h. Remove or obscure any Esri (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- i. Unbundle or independently use individual or component parts of Software, Online Services, or Data;
- j. Incorporate any portion of the Product into a product or service that competes with any Product;
- k. Publish or in any other way communicate the results of benchmark tests run on Beta without the prior written permission of Esri and its licensors; or
- l. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with any Product in a manner that would subject such code or any part of the Product to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

This License Agreement is effective upon acceptance. Licensee may terminate this License Agreement or any Product license at any time upon written notice to Esri. Either party may terminate this License Agreement or any license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure. Upon termination of the License Agreement, all licenses granted hereunder terminate as well. Upon termination of a license or the License Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

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

6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, HOT FIXES, PATCHES, UPDATES, ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 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 PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 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 THAT PRODUCTS 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. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY ROUTE SUGGESTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USES SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 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 or Online Services subject to the Esri Maintenance Program or Licensee's authorized distributor's maintenance program, as applicable; or (iii) return of the license fees paid by Licensee for Software or Online Services that do not meet Esri's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using Online Services; and executes and delivers evidence of such actions to Esri or its authorized distributor.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. ESRI, ITS AUTHORIZED DISTRIBUTOR, 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 ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI, ITS AUTHORIZED DISTRIBUTOR, 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.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF ESRI AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, 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 TWO TIMES THE AMOUNTS PAID BY LICENSEE FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. The limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Esri or its authorized distributor. The parties agree that Esri or its authorized distributor 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.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. ESRI DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Esri shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out of any claims, actions, or demands by a third party alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided

- a. Licensee promptly notifies Esri in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Esri has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Esri's request and expense.

8.2 If Software or Online Services are found to infringe a US patent, copyright, or trademark, Esri, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Esri or its authorized distributor any infringing item(s). Esri's entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and (i) refund the Perpetual License fees paid by Licensee to Esri or its authorized distributor for the infringing items, prorated on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery, and (ii) for Term Licenses and maintenance, refund the unused portion of the fees paid.

8.3 Esri shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Esri or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Esri for avoiding infringement or use after a return is ordered by Esri under Section 8.2.

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

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. Use of Products licensed under this License Agreement is covered by the terms and conditions contained herein. New or updated Products may require additional or revised terms of use under the then-current Esri License Agreement. Esri will make new or revised terms of use available at <http://www.esri.com/legal/software-license> or provide notice of new or revised terms to Licensee.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, import, transfer, release, or provide access to Products, Content, Licensee's Content, or Value-Added Applications to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or

entity or into any country where such export, reexport, access, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/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 applicable 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 Licensee's obligations under this License Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery 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 or its authorized distributor 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 proving injury as a condition for relief.

9.9 Reserved.

9.10 Governing Law

- a. *Licensees in the United States of America, Its Territories, and Outlying Areas.* This License Agreement shall be governed by and construed in accordance with the laws of the State of Maine without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property and for US government agency use.

9.11 Maintenance. Maintenance for qualifying Products consists of updates and other benefits, such as access to technical support, specified in Esri's or its distributor's current applicable maintenance policy.

9.12 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.

9.13 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 a part of any claim or preferred embodiment in a patent application or a similar application.



**MASTER PURCHASE AGREEMENT
(E500M 11/05/2014)**

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

**STATE AND LOCAL MPA TERMS AND CONDITIONS
(E500M 11/05/2014)**

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 an agency, department, division, or political subdivision of the governmental entity authorized by Customer to order and acquire Products, Product-related services, training, and third-party hardware under this Agreement.
- b. **"License Agreement"** means the applicable license agreement incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> composed of the General License Terms and Conditions (E204M) and Exhibit 1, Scope of Use (E300), and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri and Licensee that supersedes such electronically acknowledged license agreement.
- c. **"Licensee"** means the Customer or an Authorized Entity that places orders pursuant to this Agreement.
- d. **"Products"** means Software, Data, Online Services, and Documentation.

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 (the last date of execution) unless terminated earlier as set forth in Article 5—Termination; Cancellation. The term may be extended upon mutual written agreement. The term of any Product licenses ordered through this Agreement shall be as stated in the License Agreement.

ARTICLE 3—PRODUCT OFFERINGS

3.1 Discontinued and New Items. Esri may, at its sole discretion, discontinue offering any Products and services included in this Agreement upon the submittal of an updated MPA Price List. Esri may, at its sole discretion, offer new Products, hardware, services, or larger quantity discount pricing by the submittal of an updated MPA Price List.

3.2 License Agreement. Esri may require additional or different license terms prior to the use of new Products, hardware, or services. Such additional terms shall be available on Esri's website, included with a quote, or included with the deliverable Products and found at <http://www.esri.com/legal>. The then current License Agreement shall become part of this Agreement upon (i) ordering Products, hardware, or services or (ii) thirty (30) days after Licensee's receipt of Products, hardware, or services, whichever is sooner.

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

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

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination

- a. **Termination for Convenience.** This Agreement may be terminated by either party upon forty-five (45) days' written notice. Esri, at its sole election, may terminate the right of any Authorized Entity to participate in this Agreement in

accordance with this provision without terminating this Agreement with respect to Customer or any other Authorized Entity.

- b. **Termination for Material Breach.** Without prejudice to any other right or remedy available, this Agreement may be terminated for material breach, provided the breaching party is given thirty (30) days' written notice. Termination of this Agreement shall be effective upon written notice to Licensee if Licensee discloses any trade secret or other information proprietary to Esri in breach of this Agreement.
- c. **Licensee Obligations upon Termination.** On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. After termination, Licensee shall no longer be permitted to place orders under this Agreement.
- d. **License Survival.** Upon expiration of this Agreement or voluntary termination of this Agreement, Licensee may continue to retain and use such licensed Products in accordance with the License Agreement. Licensee may then directly and separately contract for Product maintenance.

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

ARTICLE 6—NO MINIMUM PURCHASE

Licensee does not guarantee to purchase any certain quantity under this Agreement.

ARTICLE 7—ORDERS

7.1 License Purchase Orders. Licensee shall issue purchase orders to Esri for Products, services, or hardware based on the pricing specified in this Agreement. Licensee should confirm hardware pricing and model availability with Esri prior to placement of a purchase order. The terms and conditions of this Agreement shall govern all orders issued by Licensee. Any additional or different terms included with an order are void and of no legal effect even if Esri processes the order without taking exception to such additional or different terms.

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. Primary site for maintenance if primary maintenance is *not* ordered
- d. Quantity, description, and unit price
- e. On the face of the purchase order, print the following statement: "Subject to Master Purchase Agreement No. (2015MPA2223)."

7.3 Additional Quotes. Licensee may request a quote for any new or unlisted Products, services, or hardware and issue a purchase order under this Agreement.

7.4 Authorized Entity. An Authorized Entity may order or acquire Products, Product-related services, professional services, third-party hardware, or maintenance subject to the terms and conditions of this Agreement. Authorized Entities will be required to incorporate by reference the terms of this Agreement into any purchase order or other related ordering document. Esri shall not fill any purchase orders that do not adequately provide the information identified in Section 7.2.

ARTICLE 8—ESRI AUTHORIZED RESELLER ORDERS

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

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

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

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

ARTICLE 9—PRICING

9.1 Pricing. Esri will provide Products, Product-related services, professional services, third-party hardware, maintenance, Esri Enterprise Advantage Program, Premium Support Services, and training 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 MPA Price List no more than once each calendar quarter upon e-mail notice to Customer.

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. Licensee shall confirm delivery dates with Esri's hardware manager prior to placing orders.

9.3 Custom Software and Application Services. Custom software and application services are available on a time and materials or firm fixed price basis via a signed task order. The Custom Software, Technical Data, and Assistance License Addendum (E600) and the Time and Material Rate Schedule together comprise the applicable terms, staffing, and hourly labor rates (hourly rates applicable only for time and materials projects) for any such work to be performed under this Agreement. Labor rates are subject to annual escalation in January of each year. The scope of work and any additional terms are subject to mutual agreement in the task order. Information and arrangements regarding Custom Software and Application Services are available from the Implementation Services Program Manager, at 909-793-2853, ext. 1546.

9.4 Training Services. Training will be provided in accordance with the policies defined at <http://www.esri.com> and the Esri 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 Products can be arranged. Shipping and handling charges may be confirmed in advance; the Esri invoicing program will incorporate the current fees automatically. There may be periodic changes due to fluctuations in the transportation industry fees.

ARTICLE 10—MAINTENANCE

Esri will provide maintenance, composed of updates and technical support as specified in the latest US Software Maintenance Program found on the Esri website at <http://esri.com/legal/maintenance>.

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

ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

11.1 Terms of Compensation. Products and hardware will be invoiced one hundred percent (100%) upon delivery or supply of download codes. Online services will be invoiced one hundred percent (100%) upon issuance of authorization codes. Software and hardware installation, as applicable, will be invoiced upon completion. Training services shall be invoiced on the first day of class. Licensee agrees to pay each invoice in full within thirty (30) days of receipt of a valid invoice.

11.2 Acceptance. Unless rejected in writing, acceptance of any delivery of Products and hardware shall be presumed to have occurred upon download or not later than fifteen (15) days after delivery by Esri. Acceptance of online services occurs upon issuance of authorization codes. If Esri installation is ordered, acceptance occurs upon completion of Esri Products 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 Products.

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.

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 12.3 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 PRODUCT 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 (E500M), (ii) the License Agreement, (iii) the Custom Software, Technical Data, and Assistance License Addendum, and (iv) the Esri Training Terms and Conditions.

13.2 Legal Notice. Legal 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 (E500M)

Esri Contact:

Director, Contracts and Legal Services

Esri

380 New York Street

Redlands, CA 92373-8100

Phone: 909-793-2853

Fax: 909-307-3020

ARTICLE 14—CONFIDENTIALITY

Subject to Licensee's open records act, Product and services pricing information, including applicable discount rates, is considered Esri confidential and proprietary information. Except to support authorized license acquisitions, recipient shall not copy, disclose to any third party, or use any pricing information for other purposes or programs. Esri gives permission to Licensee to maintain the MPA Price List or Services Rate Schedule on the Licensee's intranet, subject to password protection.

This Article survives the expiration or termination of this Agreement.

ARTICLE 15—FORCE MAJEURE

Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a party is prevented by an act of God, act of war, riot, fire, explosion, flood, or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, strike or labor dispute, provided that any such event, and the delay caused thereby, is beyond the control of, and could not reasonably be avoided by that party. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.

ARTICLE 16—GENERAL INDEMNITY

Esri will indemnify and hold harmless the State its Agencies and political subdivisions, (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments and settlements, including all reasonable costs, expenses and attorney's fees, arising out of any action or claim for bodily injury, death or property damage (except for databases not subject to a reasonable backup program) brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Esri, its subcontractors or their respective directors, officers, employees or agents.



**CUSTOM SOFTWARE, TECHNICAL DATA, AND
ASSISTANCE LICENSE ADDENDUM
(E600M 08/22/2014)**

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

ARTICLE 1—DEFINITIONS

All words, phrases, or terms defined in other parts of this Agreement shall have the same meaning in this Addendum. The following additional words, phrases, or terms shall have the following meaning:

- i. "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.
- ii. "Custom Software" means all or any portion of the computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under any Task Order, exclusive of Commercial Off-the-Shelf Software, or COTS Software.
- iii. "Deliverables" means Custom Software or Technical Data specified for delivery or use by Licensee under a firm fixed price Task Order.
- iv. "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 any Task Order, which must be separately licensed from the vendor.
- v. "Services" means consulting support that is being performed by Esri on a time and materials (T&M) hourly basis in exchange for compensation from Licensee.
- vi. "Services Output" means any tangible output produced as a result of the Services provided by Esri under this Addendum. Services Output can include, but is not limited to, reports, training materials, and Custom Software.
- vii. "Task Order" means an ordering document (purchase order, task order, or other authorizing document) generated by either Licensee or Esri for professional services issued under this Addendum and containing substantially the same information as outlined in the sample task order form attached as Attachment A. Any additional terms and conditions in Licensee's ordering or authorizing document will be void and may only be incorporated into this Agreement by written amendment signed by both parties.
- viii. "Technical Data" means, without limitation, all technical materials including formula, compilations, software code or programs, methods, techniques, know-how, technical assistance, processes, algorithms, designs, data dictionaries and models, schematics, user documentation, training documentation, specifications, drawings, flowcharts, briefings, test or quality control procedures, or other similar information supplied or disclosed by Esri under any Task Order. Technical Data does not include COTS Software, COTS data, or COTS documentation, which must be separately licensed by Licensee under Esri's commercial Software license, or Map Data.

ARTICLE 2—TASK ORDERS AND PROJECT SCHEDULE

Esri shall provide Deliverables and/or Services as specified in a specific Task Order relating to the COTS Software identified in the Task Order.

Unless otherwise provided by Esri in writing, Esri's Contracts Manager for the Professional Services Division is authorized to agree to Task Orders. Licensee shall provide advanced written notification of the name and title of the representative authorized to sign Task Orders and bind Licensee. Each party may enter into Task Orders at its sole discretion and shall not have any obligation under a Task Order until it is signed by both parties.

Each party shall identify in writing the project manager who is responsible for the Services or Deliverables specified in Task Orders. By written notice, either party may replace the project manager at any time with a similarly qualified person.

The period of performance of each Task Order shall be specified in each Task Order.

ARTICLE 3—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Article 3, Esri or its licensors own and retain all right, title, and interest in the Deliverables and Services Output. This Addendum does not transfer ownership rights of any description in the Deliverables or Services Output to Licensee or any third party. Subject to the terms and conditions set forth in this Addendum and effective upon the transfer, by any means, of the Deliverables or Services Output to the Licensee, Esri hereby grants to Licensee a nonexclusive, worldwide license in the Deliverables or Services Output to use, modify, and reproduce the Deliverables or Services Output in connection with Licensee's authorized use of COTS Software. The license grant in the immediately preceding sentence does not apply to Map Data, which Licensee must separately and directly license from the vendor.

Licensee shall retain any patent, copyright, or trademark or proprietary notices on all items licensed under this Addendum and shall take other necessary steps to protect Esri's or its licensor's intellectual property rights.

ARTICLE 4—PATENTS AND INVENTIONS

During the performance of Task Orders, the parties anticipate that inventions, innovations, and improvements ("Inventions") relating to the subject matter of such Task Orders may be conceived solely or jointly by principals, employees, consultants, or independent contractors (hereinafter called "Inventors") of the parties hereto.

The parties agree that, as of the effective date of this Agreement, Esri or its licensors own all intellectual property rights in the COTS Software. During the term of this Agreement, Licensee shall promptly notify Esri if Licensee becomes aware of any known or suspected infringement or violation of these rights.

Each party shall retain title to any Inventions made or conceived solely by its Inventors during the term of this Addendum, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Addendum. The parties shall jointly own any Inventions made or conceived jointly by Inventors from both parties.

Where only one party has title to an Invention, that party, at its sole discretion, shall have the right, but not the obligation, at its expense to (i) decide on whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on such Invention; (ii) decide the extent and scope of such protection; and (iii) protect and enforce in any country any patents issued on such Invention.

Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.

The acquisition or maintenance of protection shall not be abandoned by a joint owner (the "Assigning Owner") without giving the other joint owner (the "Beneficial Owner") an opportunity to intervene and acquire or maintain protection at the Beneficial Owner's expense. The Assigning Owner electing not to acquire or maintain protection on any Inventions in any country or countries shall assign its rights in such Inventions to the Beneficial Owner as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.

All Inventions made by Inventors during performance of tasks and activities defined by Task Orders during the term of this Addendum will be presumed, absent clear and convincing evidence to the contrary, to have resulted from the Inventors' activities under the Task Orders.

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld by either party. However, either party may transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies

of a party or subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

ARTICLE 5—CONFIDENTIALITY OF DELIVERABLES AND SERVICES OUTPUT

Unless otherwise agreed in writing, the Deliverables and Services Output are Esri confidential information, and Licensee shall preserve and protect the confidentiality of said Deliverables and Services Output to the extent permitted by law. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Deliverables or Services Output delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Deliverables or Services Output delivered in source code or other human-readable formats, Licensee shall have met its obligations under this Article if its disclosure of Deliverables or Services Output is limited to Deliverables or Services Output in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables or Services Output is withheld from such disclosure, and the person or entity in receipt of such Deliverables or Services Output similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, Licensee shall not disclose any Deliverables or Services Output to employees or third parties without the advanced written consent of Esri. However, Licensee may, without such consent, make such disclosures to employees as are reasonably required for the Licensee's authorized use of the COTS Software, provided that such disclosure is strictly limited to the portions of the Deliverables or Services Output needed for that purpose. The disclosures permitted under this paragraph shall not relieve Licensee of its obligation to maintain the Deliverables or Services Output in confidence and comply with all applicable laws and regulations of the United States. Licensee must comply with Article 11 in making any permitted disclosures.

Licensee shall not have any obligation to protect any part of a Deliverable or Services Output that it can prove (i) was in Licensee's possession before receipt from Esri; (ii) is or becomes a matter of public knowledge through no fault of Licensee; (iii) is rightfully disclosed by a third party without a duty of confidentiality; (iv) is disclosed by Esri to a third party without a duty of confidentiality; (v) is independently developed by Licensee; or (vi) is required to be disclosed by operation of law.

ARTICLE 6—ACCEPTANCE

A. For Time and Materials Task Orders. Services are provided strictly on a time and materials basis subject to the task order not-to-exceed funding limit. The Services delivered will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Esri is notified otherwise by Licensee within ten (10) days after delivery.

B. For Firm Fixed Price Task Orders. Deliverables for fixed price Task Orders shall be categorized as follows:

- i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. Licensee shall complete its acceptance review within ten (10) working days of receiving each Deliverable.
- ii. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Task Order(s), but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. Licensee will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
- iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri shall rework the Deliverable and resubmit it to Licensee within thirty (30) days, at which time Licensee shall have ten (10) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Licensee agrees it shall not use any Deliverable in its business operations before acceptance as described in B.i. or B.ii. If Esri does not receive within ten (10) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with B.ii. or B.iii., or if Licensee uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.

ARTICLE 7—CHANGES TO SCOPE OF WORK

Licensee may, at any time, request changes within the general scope of an open Task Order. If the parties agree to such changes and such changes cause an increase or decrease in the cost or time required to provide a Deliverable under any Task Order (regardless of whether the Deliverable itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and the Task Order shall be modified accordingly in writing and signed by both parties.

ARTICLE 8—COMPENSATION; INVOICES

A. For Time and Materials Task Orders. Esri shall prepare and submit to Licensee written monthly invoices showing the compensation due for work performed, including travel time, under Task Orders to the Licensee address listed on the Task Order. The amount invoiced will be equal to the number of hours expended during the previous month multiplied by the rates for labor categories set forth in Attachment B. Meals will be invoiced on a "per diem" basis in accordance with the full daily limits stated in the most current Federal Travel Regulations. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden.

Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. In the event Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Licensee may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

B. For Firm Fixed Price Task Orders. Unless otherwise specified in a Task Order, Esri shall prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.

C. Payment. Licensee shall pay each invoice no later than thirty (30) days after receipt thereof. Payment shall be made to the Esri address identified on original Esri invoices.

ARTICLE 9—LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

A. For Time and Materials Task Orders

i. **Limited Warranty.** Esri warrants that for a period of ninety (90) days from the date of acceptance that the Services will substantially conform to the professional and technical standards of the software industry. During the limited warranty period, Licensee may require Esri to reperform the Services, at no additional cost to the Licensee, which do not substantially conform to such standards. Services Output is provided "AS IS" without warranty of any kind.

ii. Disclaimer of Warranties

(a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION A.i. OF THIS ARTICLE 9, 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.

B. For Firm Fixed Price Task Orders

i. **Limited Warranty.** Esri warrants that for a period of ninety (90) days after acceptance of a Deliverable that the unmodified Deliverable will substantially conform, in a manner consistent with the professional and technical standards of the software industry, with the applicable written specifications that are included in, or delivered by Esri pursuant to, the corresponding Task Order.

ii. Disclaimer of Warranties

(a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION B.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER

OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; WILL OPERATE WITHOUT INTERRUPTION; ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED; (ii) ANY WARRANTY THAT THE DELIVERABLES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY DAMAGE OR ENVIRONMENTAL DAMAGE (ANY SUCH USE BY LICENSEE SHALL BE AT LICENSEE'S OWN RISK AND COST); (iii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

- C. Map Data Disclaimer.** ESRI DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY LICENSEE OR ESRI, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY ESRI OR ITS VENDORS, ESRI BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. ESRI IS NOT INVITING RELIANCE ON MAP DATA, AND LICENSEE SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

ARTICLE 10—LIMITATION OF LIABILITY

- A. Disclaimer of Certain Types of Liability.** ESRI AND ITS LICENSORS WILL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, 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.
- B. General Limitation of Liability.** IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, 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, EXCEED TWO TIMES THE AMOUNTS PAID TO ESRI BY LICENSEE FOR THE DELIVERABLES OR SERVICES OUTPUT FROM WHICH THE LIABILITY DIRECTLY AROSE.
- C. Applicability of Disclaimers and Limitations.** Licensee agrees that the limitations of liability and disclaimers set forth in this Addendum will apply regardless of whether Licensee has accepted the Deliverables, or any other product or service delivered by Esri. The parties agree that Esri has set its prices and entered into this Addendum in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose or cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 11—RESERVED

ARTICLE 12—TERM AND TERMINATION

- A. Term.** Unless terminated earlier pursuant to Sections B, C, or D of this Article, this Addendum shall terminate simultaneously with the Agreement.
- B. Termination for Convenience by Licensee.** Licensee may terminate this Addendum or any Task Order at any time on thirty (30) days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Addendum, including reasonable termination expenses and the pro rata contract price for the Task Orders affected.

- C. Termination for Cause by Licensee.** Licensee shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Addendum or any Task Order for any material breach of this Addendum by Esri that is not cured within fifteen (15) days of receipt by Esri of a notice specifying the breach and requiring its cure.
- D. Termination for Cause by Esri.** Esri may terminate this Addendum immediately upon written notice to Licensee in the event that one or more of the following occur:

Insolvency of Licensee

- i. Licensee becomes insolvent, ceases to pay its debts in the ordinary course of business, is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors;
- ii. A trustee or receiver is appointed for any or all of Licensee's assets;
- iii. Any bankruptcy or insolvency proceeding under any federal or state bankruptcy or insolvency code, or similar law, whether voluntary or involuntary, is commenced by or against Licensee;
- iv. Licensee is dissolved or liquidated;
- v. There is any
 - a. Material change in the management or control of Licensee;
 - b. Transfer of any substantial part of Licensee's business; or
 - c. Bulk transfer by Licensee pursuant to the Uniform Commercial Code or similar law.

Default or Breach by Licensee

- vi. Licensee defaults under this Addendum three (3) or more times within any six (6)-month period, regardless of whether such defaults are cured;
- vii. Licensee engages in the unauthorized use of the COTS Software;
- viii. Licensee engages in the unauthorized use, reproduction, or disclosure of Deliverables or Services Output;
- ix. Licensee breaches any provision of this Addendum and there is no possibility of cure;
- x. Licensee fails to pay after ten (10) days' written notice the amounts due to Esri pursuant to the "Compensation; Invoices" Article 8 of this Addendum.

E. Obligations upon Termination

- i. Upon termination by Esri, all outstanding Task Orders shall be subject to cancellation, acceptance, or rejection, at the sole discretion of Esri.
- ii. In the event of termination by Esri pursuant to Subsections v–x of Section D of this Article, the due dates of all invoices for amounts owed by Licensee to Esri shall be accelerated automatically so that such amounts become due and payable on the effective date of the termination, regardless of the payment term provisions set forth in this Addendum.
- iii. Upon termination of this Addendum, the parties shall have no further obligations pursuant to its terms, except that Articles 1, 4, 5, 8, 9.A.ii., 9.B.ii., 9.C., 10–14, 17, and 19 shall survive termination. Unless Licensee has materially breached its obligations under this Addendum, Articles 3, 9.A.i., and 9.B.i. shall also survive termination. Except where specifically stated otherwise, any current or future cause of action or claim of one party because of any breach or default of the other party and any accrued license rights shall survive to the degree necessary to permit the complete fulfillment or discharge of the cause of action.

ARTICLE 13—RESTRICTIONS ON SOLICITATION

Licensee shall not solicit for hire any Esri employee who is associated with efforts called for under this Addendum during the term of this Addendum and for a period of one (1) year thereafter. In the event the foregoing provision is breached, Licensee shall pay Esri liquidated damages for recruiting and training costs equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision. The foregoing shall in no way restrict Licensee from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

ARTICLE 14—TAXES

Values specified in Task Orders are exclusive of state, local, and other taxes or charges (including, without limitation, custom duties, tariffs, and value-added taxes, but excluding income taxes payable by Esri). In the event such taxes or charges become

applicable to Deliverables or Services Output, Licensee shall pay any such taxes upon receipt of written notice that they are due.

ARTICLE 15—INDEPENDENT CONTRACTOR

Esri is, and at all times will be, an independent contractor. Nothing in this Addendum shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party.

ARTICLE 16—RESERVED

ARTICLE 17—CLAIMS MUST BE FILED WITHIN ONE (1) YEAR

Any claim related to this Addendum or the Services or Deliverables may not be brought unless brought within one (1) year. The one (1)-year period begins on the date when a party knew or should have known of the claim. If it is not filed during the one (1)-year period, then that claim is permanently barred. This applies to Licensee and Licensee's successors and/or assigns. It also applies to Esri and/or Esri's successors and assigns.

ARTICLE 18—NOTICE

All notice required by this Addendum shall be in writing to the parties at the following respective addresses, or to such other address as a party may subsequently specify in a notice provided in the manner described in this Article, and shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of three (3) days following post by first class registered or certified mail, return receipt requested, with postage prepaid; (iii) upon the passage of two (2) days following post by overnight receipted courier service; or (iv) upon transmittal by confirmed e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by US certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal:

Licensee: T. Howker
OTT- Vendor Mgmt. Office
51 Commerce Dr., Augusta ME 04333-0145
Attn.: T. Howker
Tel.: 207.624.8878
Fax: NA VMO.OTT@Maine.gov

Esri: Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
USA
Project/Technical Notice—Attn.: _____,
Senior Contract Administrator
Tel.: 909-793-2853, extension _____
Fax: 909-307-3034
Legal Notice—Attn.: Contract Manager
Tel.: 909-793-2853, extension _____
Fax: 909-307-3020
With a copy to _____, Contract Administrator

Notice for non-US Licensees shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of seven (7) days following post by international courier service with shipment tracking provisions; or (iii) upon transmittal by confirmed e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by receipted international courier service, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal.

ARTICLE 19—ASSIGNMENT AND DELEGATION

Esri may, in whole or in part, assign any of its rights or delegate any performance under this Addendum, provided that Esri shall remain responsible for the performance it delegates. This Addendum binds and benefits successors or assigns permitted under this Article 19.

ATTACHMENT A
SAMPLE TASK ORDER
Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Addendum between Environmental Systems Research Institute, Inc. (Esri), and _____ (Licensee), _____ (Licensee Address), this Task Order authorizes preparation and provision of the Services Output and/or Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [As applicable, specifically identify and describe Services Output or Deliverables including Custom Code, Map Data, and Technical Data (including Technical Assistance) and the resources to be provided by Licensee (including Licensee-supplied personnel, software, hardware, and digital or hard-copy data), and place of delivery and location where technical assistance will be provided.]

In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Licensee shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type [Firm Fixed Price (FFP) or Time and Materials (T&M)]:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Licensee Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: (insert name, telephone, fax, and e-mail address)
Esri Senior Contract Administrator: (insert name, telephone, fax, and e-mail address)
Licensee Project Manager: (insert name, telephone, fax, and e-mail address)
Licensee Senior Contract Administrator: (insert name, telephone, fax, and e-mail address)
Licensee Accounts Payable Contact: (insert name, telephone, fax, and e-mail address)

ACCEPTED AND AGREED:

(Licensee)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT B
TIME AND MATERIALS RATE SCHEDULE



TIME AND MATERIALS RATE SCHEDULE

Effective January 1, 2015

Hourly time and materials labor rates have been provided for each labor category for calendar year 2015. The hourly labor rates for services that are performed after 2015 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Esri reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours. Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percentage completed.

GIS Technical Specialist/Engineer (S1)

Hourly Rate: \$204

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2)

Hourly Rate: \$263

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in Esri COTS software products; web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

Senior GIS System/Software Architect (S3)

Hourly Rate: \$323

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient in Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1)**Hourly Rate: \$247**

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables, milestones, and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2)**Hourly Rate: \$312**

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3)**Hourly Rate: \$411**

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

GIS Database Specialist/Analyst (DB)**Hourly Rate: \$172**

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.



ESRI ENTERPRISE ADVANTAGE PROGRAM AGREEMENT (E125)

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

EEAP Agreement No. 2015EAP2223

This Esri Enterprise Advantage Program Agreement ("EEAP Agreement") adds terms and conditions to the Master Purchase Agreement (MPA) with respect to the EEAP.

Esri offers the Esri Enterprise Advantage Program to Licensees current on Esri software maintenance that are implementing or have implemented a geographic information system (GIS) enterprise solution based on Esri technology. Licensee agrees to contract with Esri for and Esri agrees to provide Licensee with certain enhanced consulting services, training, Premium Support Services (PSS), and Managed Services available under the Enterprise Advantage Program for the authorized Licensee location as described herein. The Enterprise Advantage Program is not designed for Esri to provide project-specific professional services such as custom application or database development for solutions or applications. If these types of professional services are required, Licensee will need to enter into an agreement for use of Esri Professional Services.

This EEAP Agreement does not modify the terms of the License Agreement governing Licensee's use of Software, Data, Online Services, and Documentation.

ARTICLE 1—DEFINITIONS

Capitalized terms that have not been defined in this EEAP Agreement shall have the meaning found in the applicable Esri License Agreement.

1.1 "Activity Description" means the confirmation e-mail or document received from Licensee that describes the number of Learning and Services Credits Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate.

1.2 "Authorized EEAP Contact" means the Licensee point of contact identified on the signature page of this EEAP Agreement.

1.3 "End User" means any third party or entity that accesses or uses any Licensee Content via Licensee Website.

1.4 "Esri Mobile Lab" means Esri hardware shipped to domestic US Licensee site training events, if Licensee does not have the required hardware to host a scheduled training event, consisting of laptops preconfigured with Esri Software, Training Materials, hard drives, power cords, and network switches.

1.5 "Hosting" means the business of housing and making accessible Licensee Content via the Internet.

1.6 "License Agreement" means the applicable license agreement incorporated by this reference that is

- a. Found at <http://www.esri.com/legal/software-license> composed of the General License Terms and Conditions (E204M) and Exhibit 1, Scope of Use (E300), and available in the installation process requiring acceptance by electronic acknowledgment, or
- b. A signed license agreement between Esri and Licensee that supersedes such electronically acknowledged license agreement.

1.7 "Licensee Authorized Contact(s)" or "LAC" means up to two individuals selected by Licensee to report Premium Support Reports and work directly with Esri's Technical Account Manager (TAM) regarding all such reports. A Licensee that has purchased unlimited PSS may designate additional LAC upon payment of additional fees.

1.8 "Licensee Content" means items including, but not limited to, custom software applications owned or licensed by Licensee, photos, journal text, geospatial data, nongeospatial data, user interfaces, graphics components, and icons, plus any personally identifiable information, supplied by or on behalf of Licensee.

1.9 "Licensee Website" means Licensee Content viewed through a user interface and made available via the Internet under the domain name reserved for the website.

1.10 "Managed Services" means Hosting and the provision of the Managed Services Environment, enhanced by the provision of related services (such as system monitoring and support associated with providing Licensee access to the Managed Services Environment), required to make Licensee Content available to Licensee or Licensee's End Users.

1.11 "Managed Services Environment" means the hardware, Software, Data, Online Services, and network that Esri or its third-party suppliers/partners make available as the underlying environment for Hosting the Licensee Content.

1.12 "Premium Support Report(s)" means a communication via telephone or e-mail by Licensee to Support Services regarding technical problems with Software, Data, or Documentation.

1.13 "Protected Information" means any information, whether in written or digital format, that incorporates content from a protected category, including, but not limited to, personally identifiable information, Customer Proprietary Network Information (CPNI), Protected Health Information (as it is defined by the Health Insurance Portability and Accountability Act [HIPAA]), Unclassified Controlled Technical Information (as it is defined by DFARS Section 204.73), and data controlled by the International Traffic and Arms Regulations (ITAR) classified as other than EAR99, all of which may require a greater degree of control, monitoring, and security than is typically established for Esri's Managed Services offering.

1.14 "PSS" means Premium Support Services, which is a prioritized incident management and technical support program as further described at <http://support.esri.com/en/support/premium>.

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

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

1.17 "Student" means a registered participant for a specific training course, Licensee coaching services, or training-related services.

1.18 "Technical Account Manager" (TAM) means a designated support resource who acts as the primary point of contact to Licensee for the purpose of coordinating Premium Support Reports through Esri's support processes.

1.19 "Term" means the initial term of this EEAP Agreement as described in Section 7.1.

1.20 "Training Materials" means digital or print content required to complete a course, which may include, but are not limited to, workbooks, data, concepts, exercises, and exams.

1.21 "Work Product" means reports, documented analysis, sample code, prototype/unsupported code, or technical memorandums provided as a result of the consulting services performed under this EEAP Agreement.

ARTICLE 2—ESRI ENTERPRISE ADVANTAGE PROGRAM

2.1 Esri Enterprise Advantage Program Description. The Esri Enterprise Advantage Program is provided on an order-by-order, annual subscription basis. The Esri Enterprise Advantage Program is a menu of consulting services, training, PSS, and Managed Services that provides Licensee with the flexibility to select components that best meet its needs. The Esri Enterprise Advantage Program includes the following components as further described at www.esri.com/services/eeap/components, which may be changed from time to time.

- a. *Technical Advisor.* Licensee will receive up to the number of Technical Advisor hours ordered. Licensee may elect to retain additional Technical Advisor hours for a supplemental price.
- b. *Annual Account Planning Session.* A one (1)-day annual account planning and review meeting.
- c. *Technical Work Plan.* A collaboratively developed document designed to drive the program's implementation through definition of Licensee's GIS vision, goals, and objectives.

- d. *Learning and Services Credits.* Licensee will receive the number of Learning and Services Credits ordered. Licensee may use the credits toward any combination of consulting services support, training, PSS, or related travel expenses. Licensee may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the following website: <http://www.esri.com/services/eeap/components#learning>. Esri will provide the Authorized EEAP Contact with a monthly report outlining usage of Enterprise Advantage Program Learning and Services Credits to date.
- e. *Quarterly Technology Webcast.* Esri will provide an e-mail invitation to the Authorized EEAP Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.

2.2 Learning and Services Credit Use

2.2.1 Current on Maintenance. Licensee must remain current on standard maintenance during the term of this EEAP Agreement. Standard maintenance is described at <http://www.esri.com/legal>, which may be changed from time to time.

2.2.2 Authorization of Credit Use. Licensee will contact its Account Manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit to Licensee a Learning and Services Credit estimate by e-mail for confirmation and authorization to use the credits. This confirmation e-mail or document is hereafter referred to as an Activity Description. The total credits quoted in the Activity Description will be drawn from the unused Learning and Services Credits available, in a single transaction, upon Esri's receipt of approval via e-mail from the Authorized EEAP Contact.

2.2.3 Travel and Per Diem. Any Esri travel and per diem will be quoted separately. Licensee may direct Esri to use credits for travel and per diem, as stated in Esri Enterprise Advantage Program Description, Section 2.1 above, or Licensee will issue a purchase order and Esri will invoice Licensee for the travel and per diem expenses as described below in Article 6.

2.2.4 Notification of Consumed Credits. Esri will notify Licensee in the event the authorized Learning and Services Credits are consumed prior to completion of the requested work. Licensee may elect to direct use of additional credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to discontinue work when the authorized credits are consumed.

2.2.5 Review of Proposed Activities. Any activities proposed to be completed under the Enterprise Advantage Program will be subject to review and approval by Esri to ensure alignment with the intent of the program.

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

ARTICLE 3—OWNERSHIP; LICENSE GRANT

3.1 For Training

3.1.1 Software. The terms of the Esri License Agreement shall be applicable to all Licensee course participants and for all of Esri's Software, Data, Online Services, and Documentation used by Student during any training event. Esri may issue temporary Software licenses when there is an insufficient number of Software licenses available at Licensee's training facility. Upon conclusion of the training event, Licensee shall uninstall the temporary Software licenses and return to Esri any media provided.

3.1.2 Training Materials. This EEAP Agreement gives Student certain limited rights to use electronic and tangible versions of the Training Materials. Esri and its licensor(s) retain exclusive rights, title, and ownership to the copy of Training Materials licensed under this Agreement. Training Materials are protected by United States copyright laws and applicable international copyright treaties and/or conventions. All rights not specifically granted in this Agreement are reserved to Esri and its licensor(s). Esri grants to Student a personal, nonexclusive, nontransferable license to use Training Materials for Student's own training purposes. Student may run and install one (1) copy of Training Materials and reproduce one (1) copy of Training Materials. Student may make one (1) additional copy of the original Training Materials for archive purposes only, unless Esri grants in writing the right to make additional copies.

3.1.3 Prohibited Uses. Training Materials are intended solely for the use of the training of the individual Student who registered and attended a specific training course. Student may not

- a. Separate the component parts of the Training Materials for use on multiple systems or in the cloud, use in conjunction with any other software package, and/or merge and compile into a separate database(s) or documents for other analytical uses;
- b. Make any attempt to circumvent the technological measure(s) (e.g., software or hardware key) that effectively controls access to Training Materials;
- c. Remove or obscure any copyright, trademark, and/or proprietary rights notices of Esri or its licensor(s); or
- d. Use audio and/or video recording equipment during a training course.

3.1.4 Licensee-Supplied Training Data. Licensee will retain ownership of any Licensee-supplied data.

3.2 For Work Product

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

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

3.2.3 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 (hereinafter called "Inventors") during the term of this Agreement. The parties shall jointly own any Invention(s) made or conceived jointly by Inventors from both parties. With respect to such Inventions of Licensee relating to the Esri Software, Licensee hereby grants and agrees to grant to Esri an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use. Except as provided below, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection. Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which is hereby given to Esri for Inventions relating to the Esri Software and shall otherwise not be unreasonably withheld by either party.

3.3 For PSS. The terms and conditions of the License Agreement for the affected Software will govern any updates, patches, hot fixes, or software provided pursuant to Esri's performance of the PSS ordered under this EEAP Agreement.

3.4 For Managed Services. Esri or its affiliates shall retain at all times the right, title, and interest in the Managed Services Environment.

3.5 Licensee Content

3.5.1 Ownership. All Licensee Content submitted by Licensee to Esri under this EEAP Agreement shall at all times remain the intellectual property of Licensee or its licensor(s). Rights maintained in intellectual property by the Licensee or its licensor(s) shall mean any and all now known or hereafter known

- a. Rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights, and mask works;
- b. Trademark and trade name rights and similar rights;
- c. Trade secret rights;
- d. Patents, designs, algorithms, and other industrial property rights;
- e. Other intellectual and industrial property rights of every kind and nature throughout the universe and however designated (including logos, "rental" rights, and rights to remuneration), whether arising by operation of law, contract, license, or otherwise; and
- f. Registrations, initial applications, renewals, extensions, continuations, divisions, or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

Esri shall have no rights to such Licensee Content other than the limited right to use such content for the purposes expressly set forth in Subsections 3.5.2 and 11.9 of this EEAP Agreement.

3.5.2 License to Licensee Content. During the term of the Activity Description, Licensee hereby grants to Esri and its affiliates permission to use Licensee Content to support the provision of Managed Services. Such permission shall include, but not be limited to, the grant of rights and license to manipulate, publish, distribute, and implement Licensee Content within the Managed Services Environment in any reasonable manner needed to support the provision of Managed Services.

ARTICLE 4—WARRANTIES AND DISCLAIMERS

4.1 Warranties

4.1.1 Esri will perform its obligation under this EEAP Agreement in a professional and workmanlike manner.

4.1.2 Esri warrants for a period of ninety (90) days after delivery of the services that the services will conform to professional and technical standards of the software industry.

4.1.3 During the term of the Managed Services as described in the Activity Description, Esri warrants that the Managed Services will conform to the scope, descriptions, and assumptions for Managed Services set forth at <http://www.esri.com/software/arcgis/arcgisserver/system-requirements/managed-services>. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranty set forth in this article shall be limited, at Esri's sole discretion, to

- a. Providing a correction or a workaround for the Managed Services, or
- b. Returning the Managed Services fees paid for up to three (3) months prior to Licensee's invocation of the limited warranty, provided Licensee ceases to use the Managed Services.

4.1.4 Esri warrants that the media upon which Training Materials is 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. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 4.1.4 shall be limited, at Esri's sole discretion, to

- a. Replacement of any defective Training Materials;
- b. Repair, correction, or a workaround for Training Materials; or
- c. Return of the fees paid by Licensee for Training Materials that do not meet Esri's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Training Materials and executes and delivers evidence of such actions to Esri.

4.1.5 Licensee warrants that Licensee Content will not

- a. Infringe or misappropriate any third-party intellectual property rights or proprietary rights;
- b. Violate any third party's privacy rights or any applicable law; or
- c. Contain or transmit to a third party any software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

Except as prohibited by applicable law, Licensee agrees to defend, indemnify, and hold Esri harmless from and against any claim, action, liability, or demand arising out of a breach of the foregoing warranties.

4.2 Data Disclaimer. Data may contain nonconformities, defects, errors, or omissions. Licensee should verify data accuracy before use. ALL DATA THAT ESRI PROVIDES IS "AS IS" WITHOUT WARRANTY OF ANY KIND.

4.3 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT THE ENTERPRISE ADVANTAGE PROGRAM OR ANY WORK PRODUCT PROVIDED HEREUNDER WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL

NONCONFORMITIES CAN OR WILL BE CORRECTED. WORK PRODUCT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

4.4 Internet Disclaimer. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE INTERNET (INCLUDING, WITHOUT LIMITATION, THE WEB) IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT

- a. THE INTERNET IS NOT A SECURE INFRASTRUCTURE;
- b. ESRI HAS NO CONTROL OVER THE INTERNET; AND
- c. ESRI IS NOT 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 LICENSEE WEBSITE.

ARTICLE 5—LIMITATION OF LIABILITY

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

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

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

ARTICLE 6—COMPENSATION

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

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

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

ARTICLE 7—TERM AND TERMINATION

7.1 Initial Term; Renewals. The Term of each order shall be one (1) year beginning on the date on which Licensee's purchase order is processed. The Esri Enterprise Advantage Program is provided on an order-by-order basis. If Licensee is currently covered by Standard Maintenance for all its Software, Licensee may order, on an annual basis, a subscription to the Esri Enterprise Advantage Program, subject to the terms and conditions of this EEAP Agreement. The Term of each order

shall begin on the date on which Licensee's purchase order is processed. Prior to the end of the Term, Esri may provide Licensee with a quotation for a Renewal Period. If Licensee accepts the quote, the following terms will apply:

- a. Esri will submit an invoice to Licensee for the quoted annual Esri Enterprise Advantage Program price and Licensee will pay in accordance with Section 6.1 of this EEAP Agreement;
- b. This EEAP Agreement will automatically extend for the Renewal Period; and
- c. The Learning and Services Credits remaining at the end of the initial Term or any subsequent Renewal Period will remain valid for use for a period not to exceed two (2) years following the initial purchase date.

7.2 Termination for Convenience. Licensee may terminate this EEAP Agreement without cause upon delivery of thirty (30) days' prior written notice or may simply choose not to renew the EEAP Agreement.

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

7.4 Termination for Cause by Esri. Esri may terminate this EEAP Agreement for Licensee's material breach of its obligations under this EEAP Agreement upon thirty (30) days' prior written notice to Licensee providing Licensee the opportunity to cure. In such event, Esri is not obligated to refund any amounts paid for credits not used.

7.5 Survival. Upon termination or expiration of this EEAP Agreement

- a. The Technical Advisor, Annual Account Review, and Activity Description services will end as of the expiration or termination date;
- b. Unless either party terminates this EEAP Agreement for cause, Licensee may apply any unused Learning and Services Credits toward any consulting services support, training, premium support, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Service Credits are used within three (3) months after the termination or expiration date. Any other unused Learning and Services Credits will expire thirty (30) days after the expiration or termination date; if Licensee renews the EEAP Agreement within this time period, any unused Learning and Services Credits will carry over for up to two (2) years from their purchase date, or termination of the EEAP Agreement, whichever comes first;
- c. Unless Esri terminates this EEAP Agreement for Licensee's breach, Licensee retains the right to use any Training Materials and Work Product.

ARTICLE 8—CONFIDENTIALITY OBLIGATIONS

8.1 Obligations Pertaining to PSS. It may be necessary for Esri or Licensee to disclose to the other party certain confidential information under this EEAP Agreement. Confidential information shall be designated by Disclosing Party in writing or orally and confirmed in writing within thirty (30) calendar days of disclosure as "Confidential," "Proprietary," "Trade Secret," or other similar term. Each party shall use the confidential information described above only for exchanging information needed to provide the PSS contemplated by this EEAP Agreement. Within sixty (60) days of termination of this EEAP Agreement, each party shall promptly return or destroy and provide a certification of destruction of the confidential information of the other party.

8.2 Obligations Pertaining to Training. Except as described in Section 8.4, Esri or Licensee may disclose to the other party certain confidential information under this EEAP 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 EEAP Agreement. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the other party's confidential information.

8.3 Obligations Pertaining to Work Product

8.3.1 Any Work Product provided to Licensee is deemed confidential information of Esri. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Work Product delivered in Secure Formats. For Work

Product delivered in source code or other human-readable formats, Licensee will have met its obligations under this EEAP Agreement if its disclosure of Work Product is limited to such items in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Work Product is withheld from such disclosure, and the person or entity in receipt of such Work Product similarly agrees not to perform such acts or allow others to do so.

8.3.2 Except as provided in the preceding paragraph, Licensee shall not disclose the Work Product to employees or third parties without the advance written consent of Esri. However, Licensee may, without such consent, make such disclosures to employees to the extent reasonably required to allow Licensee to use the Software or Data in a manner authorized under applicable licenses.

8.3.3 The disclosures permitted under this section shall not relieve Licensee of its obligation to maintain the Work Product in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Work Product to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this EEAP Agreement and obtain their agreement to be bound by them.

8.4 Excluded Information. Licensee shall not provide to Esri or disclose to the instructor any data or information that is personally identified information (PII), including, but not limited to, Gramm-Leach-Bliley Act (GLBA)- or HIPAA-type data or information or critical infrastructure information (CII) from the US Department of Homeland Security. Notwithstanding anything in this Agreement to the contrary, Esri retains the right to refuse acceptance of any nonpublic personal information (NPI) or customer information regardless of the form of disclosure. Esri will only accept receipt of information from Licensee that comports with the exceptions set forth in Subsections 4(B) and 4(C)(ii) of Section 509 of the Gramm-Leach-Bliley Act (PL 106-102) (15 USC Section 6809) and implementing regulations thereof.

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

ARTICLE 9—PREMIUM SUPPORT SERVICES TERMS AND CONDITIONS

Should Licensee chose to use Learning and Services Credits for PSS, the terms of E601--Premium Support Services Agreement, incorporated into this MPA, shall also apply.

ARTICLE 10—TRAINING TERMS AND CONDITIONS

Should Licensee choose to use Learning and Services Credits for training or coaching services, the terms of E207--Training Terms and Conditions, incorporated into this MPA, shall also apply.

ARTICLE 11—MANAGED SERVICES TERMS AND CONDITIONS

11.1 Documentation. The Activity Description must define the following:

- a. The Hosting term—The duration in which the Managed Services Environment is available to Licensee via HTTP or HTTPS access through the Internet. The Hosting term does not begin until setup and deployment of the data and application are complete.
- b. Targeted system availability—"System availability" means that Licensee and associated End Users are able to have external HTTP or HTTPS access to the application and associated data content through the Internet. Examples of supported levels of system availability are ninety-five percent (95%), ninety-nine percent (99%), and ninety-nine point nine percent (99.9%). Not all Managed Services offerings include a targeted system availability.
- c. Number of anticipated requests—A request is made by an End User through a client (e.g., desktop computer, web application, mobile device) and sent to server(s) that is set up in the Managed Services Environment by Esri and performs computational tasks on behalf of End User. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. Amount of data storage—Data storage refers to the components required to retain digital data, which is to be used and consumed in Licensee GIS applications and/or Online Services, and
- e. The quote for the applicable price in terms of Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

11.2 Requirements Planning. It is Licensee's responsibility to plan for and address with Esri changes to Licensee's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.

11.3 Licensee Content Licensing and Deployment Confirmation. Licensee is responsible for maintaining the appropriate licensing to the Licensee Content. Provision of Managed Services will be subject to Licensee's compliance of all relevant Esri and third-party licensing agreement terms, conditions, and arrangements. Licensee will confirm access to the Managed Services Environment within five (5) days of receiving notification from Esri that the Managed Services Environment and Licensee Content are accessible.

11.4 Risk of Loss. Risk of loss for all Licensee Content shall at all times remain with Licensee, and it is Licensee's sole responsibility to maintain regular backups of Licensee Content. Risk of loss for the Managed Services Environment shall at all times remain with Esri.

11.5 Protected Information. Prior to providing any Licensee Content under this EEAP Agreement, Licensee shall notify Esri if Licensee Content includes Protected Information.

11.6 Public Software. Licensee may not upload, use, process, modify, or combine any Open Source Materials in a manner that requires Esri to (i) disclose or distribute in source code form, (ii) make available free of charge, or (iii) permit others to modify without charge, any component of the Managed Services. "Open Source Materials" means any software, documentation, or other material that contains or is derived (in whole or in part) from any software, documentation, or other material distributed as free or open source software or under other similar licensing or distribution models.

11.7 Monitoring. Licensee will provide information and/or other materials related to its Licensee Content as reasonably requested by Esri or its Hosting partner to verify Esri's and/or Licensee's compliance with this EEAP Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Licensee Content solely for the purpose of verifying compliance with this EEAP Agreement.

11.8 Prohibited Use. Licensee may not access or use Managed Services to

- a. Spam, spoof, phish, or transmit junk e-mail or offensive or defamatory material;
- b. Stalk or make threats of physical harm;
- c. Store or transmit any software viruses; worms; time bombs; Trojan horses; or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- d. Violate any law;
- e. Infringe or misappropriate the rights of any third party;
- f. Process, store, or transmit any data, information, or technology that is controlled for export under ITAR regulations, is unclassified controlled technical information (UCTI) under DFARS 204.73, or is protected health information (PHI) under HIPAA; or
- g. Otherwise violate a material term of this EEAP Agreement ("**Prohibited Use**").

11.9 Takedowns and Service Suspension. If Esri believes that any Licensee's use of the Managed Services constitutes a Prohibited Use or if Licensee Content violates the restrictions listed in Section 11.8, Esri will notify Licensee, request Licensee to stop the Prohibited Use, and may request that such Licensee Content be removed from Managed Services Environment or access to it be disabled. Esri may remove or disable access to any such Licensee Content without prior notice as permitted under applicable law or as required to comply with any judicial, regulatory, or other governmental order. Esri may also suspend Licensee's access to Managed Services Environment at any time

- a. For scheduled downtime to conduct maintenance or make modifications to Managed Service(s); or
- b. In the event of a threat or attack on Managed Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Managed Services.

If feasible under these circumstances, Licensee will be notified of any service suspension beforehand and allowed reasonable opportunity to take remedial action. In the event that Esri removes Licensee Content or suspends access to Managed Services Environment without prior notice, Esri will provide prompt written notice to Licensee unless prohibited by law.

ARTICLE 12—GENERAL PROVISIONS

12.1 Relationship of the Parties. The parties hereto agree that each is an independent contractor with respect to this EEAP Agreement; that this EEAP Agreement does not constitute an agency, partnership, franchise, or joint venture; and that nothing herein contained is intended to constitute, nor shall it be construed to constitute, the parties as agents, partners, franchisor/franchisee, or co-venturers of each other. Except as expressly provided in this EEAP Agreement, neither party shall have any power or authority to act in the name or on behalf of the other party except with the prior, express written consent of the other party.

12.2 Intellectual Property Rights Attribution. Licensee shall retain any copyright, patent, or trademark notices on all items licensed under this EEAP Agreement and shall take other necessary steps to protect Esri's or its licensor's intellectual property rights. Licensee shall not copy or distribute, or permit a third party to copy or distribute, any of Esri's training material(s).

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

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

12.5 Reserved.

12.6 Reserved.

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

12.8 Taxes. Services provided are quoted exclusive of all state, local, value-added, or other taxes, customs, or duties, or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's services, applications, or data, Licensee shall pay any such applicable tax upon receipt of written notice that such taxes are due.

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

12.10 Assignment and Delegation. Esri may, in whole or in part, assign any of its rights or delegate any performance under this EEAP Agreement, provided that Esri shall remain responsible for the performance it delegates. This EEAP Agreement binds and benefits successors or assigns permitted under this Section 12.10.

12.11 Insurance. Each party shall, throughout the term of this EEAP Agreement, obtain and maintain at its own cost and expense from a qualified insurance company an appropriate commercial general liability (CGL) insurance policy, including coverage for products liability, naming the other party as an additional named insured. Such policy shall provide protection against any and all claims, demands, and causes of action arising out of any error, omission, failure to perform, or defect, alleged or otherwise, of goods and services used in connection therewith or any use thereof. The amount of coverage shall be in the minimum amount of one million US dollars (US\$1,000,000).

12.12 Reserved..



IMPLEMENTATION SERVICES ADDENDUM FOR SERVICES PACKAGES

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

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.

"Services" means consulting support being performed by Esri on a time and materials basis in exchange for compensation from Customer.

"Services Output" means any work product produced by Esri as a result of Services provided under this Addendum. Services Output can include, but is not limited to, reports, training materials, and custom software 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

Except as specifically granted in this Addendum, Esri owns and retains all rights, title, and interest in Services Output. Subject to the terms and conditions in this Addendum, Esri grants to Customer a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce Services Output in connection with Customer's authorized use of Esri's COTS Software.

3. PATENTS AND INVENTIONS

Esri and Customer will 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 and Customer will jointly own any Inventions made or conceived jointly by Inventors from both parties. Where Inventions are jointly owned, each joint owner will share equally the costs of acquiring protection for the Inventions and furnish the other joint owner with assistance reasonably required for acquiring protection. Neither Esri nor Customer may license, transfer, or sell its interest in jointly owned Inventions without the written consent of the other party, which will not be unreasonably withheld.

4. COMPENSATION

Esri will perform and invoice Services on a firm fixed price basis, and the deliverable will be consultation time. Esri will invoice Customer for all Services Packages ordered upon receipt of a valid Customer Purchase Order/ordering document. 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 will be made to the Esri

address identified on the Esri invoice. 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 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. If funded Services Packages 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 will not affect the rights or obligations of the parties under this Addendum.

5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of ninety (90) days from the date of performance that Services will substantially conform 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 will Esri be liable to Customer 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 total cumulative liability under this Addendum, from all causes of action of any kind, will in no event exceed two times the amount actually paid by Customer for services under this Addendum from which the liability directly arose.

7. CONFIDENTIALITY

Services Output is Esri confidential information, and Customer will preserve and protect the confidentiality of Services Output. 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 will have met its obligations under this provision 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 will not disclose Services Output to third parties without the advance written consent of Esri. Customer may make disclosures to Customer's employees to the extent reasonably required to allow Customer 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 will inform its employees or third parties of the obligations in this Addendum and obtain their agreement to be bound by them. Customer must comply with Article 8 in making any permitted disclosures.

8. RESERVED

9. GENERAL PROVISIONS

9.1 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, will be paid by the breaching party to the aggrieved party. The foregoing will in no way restrict the parties from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

9.2 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 will pay the applicable tax upon receipt of written notice that it is due.

9.3 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.

9.4 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.

9.5 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 will 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.



TRAINING TERMS AND CONDITIONS

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

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

RECITALS

This Agreement allows Esri to conduct training courses and provide training-related services to Client who wishes to obtain training in the use of Esri GIS software. Both parties agree to the terms and conditions contained below.

ARTICLE 1—DEFINITIONS

- a. "**Client-Supplied Training Data**" means any digital dataset(s) including, but not limited to, geographic, vector data, coordinates, raster, or associated tabular attributes supplied by Client for use in training.
- b. "**Esri Mobile Lab**" means Esri hardware shipped to domestic US Client site training events, if Client does not have the required hardware to host a scheduled training event, consisting of laptops preconfigured with Esri Software, Training Materials, hard drives, power cords, and network switches.
- c. "**Esri Training Event Assistant**" means Client's primary Esri liaison in organizing Client site and private training events.
- d. "**Student**" means a registered participant for a specific training course, Client coaching services, or training-related services.
- e. "**Training Materials**" means digital or print content required to complete a course, which may include, but are not limited to, workbooks, data, concepts, exercises, and exams.

ARTICLE 2—TRAINING DESCRIPTION

2.1 Instructor-led training and Client coaching services are offered by Esri in the use of Esri's GIS Software.

- a. Instructor-led training is offered online in a cloud-based environment, at a Client site, or at an Esri learning center. Course information, location, dates, number of maximum participants, and registration requirements are located in the Esri training catalog (<http://training.esri.com>). Courses are conducted in close conformance with the course description outlined in the Esri training catalog and are subject to change due to limitations or constraints including, but not limited to, technical capabilities, and Client's needs.
- b. Client coaching services are available for Client to enhance the learning experience by providing extra time to review and practice course concepts with an instructor's on-site guidance.

ARTICLE 3—ESRI'S RESPONSIBILITIES

3.1 Esri will

- a. Provide training in a manner consistent with the technical and professional standards of the industry.
- b. Provide an instructor qualified to conduct the training course(s), Client coaching services, or training-related services.
- c. Provide all necessary Training Materials for Student.
- d. Confirm class approximately ten (10) business days prior to the scheduled start date. Client site and private classes confirmation is dependent on receipt of the completed Client site training request form and intended method of payment.

ARTICLE 4—CLIENT'S RESPONSIBILITIES

4.1 Client will

- a. Ensure all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Student[s] will not be permitted to view or participate in an online classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Student[s].

- b. Confirm all registered Students meet the minimum prerequisites for the applicable training event set forth on Esri's Training website.
- c. Submit registrations with a confirmed payment commitment at least seven (7) business days prior to the scheduled start date. Registrations submitted without payment commitment will not be a guaranteed reservation and will be added to a wait list pending payment confirmation. All wait list reservations are subject to availability.
- d. Submit to the Esri Training Event Assistant a list of the names and e-mail addresses of Student[s] who are to attend a Client site or private training event at least three (3) business days before the scheduled start date. Subject to compliance with Article 14 Export Control Regulations, any Student who is a resident of a US embargoed country or is found on any of the various US Government Lists of Parties of Concern or Specially Designated Nationals lists will not be permitted to attend the training event.
- e. Be responsible for all Student travel arrangements and agrees that Esri is not responsible for losses from nonrefundable travel arrangements due to the denial of Student's participation based on US government export regulation requirements, course scheduling changes, or cancellations.
- f. Complete and submit an Esri Client site training request form, if applicable, and ensure that the class environment adheres to the requirements for Esri Training as found online at <http://training.esri.com/gateway/index.cfm?fa=classroom.requirements>.
- g. Ensure Student use of Training Materials provided by Esri complies with the terms of this Agreement.
- h. Assume full responsibility for Student attending training course(s) under this Agreement. Client agrees to indemnify Esri, its officers, directors, and employees for any and all claims, liabilities, and expenses (including reasonable legal fees) arising out of or based on any uncured material breach by Student of the terms and conditions of this Agreement.

4.2 If the Esri Mobile Lab is used, Client will

- a. Immediately report any existing damage to Esri Mobile Lab equipment to Training Event Assistant, upon receipt of the equipment.
- b. Keep Esri Mobile Lab equipment in a secure, locked area between training event sessions.
- c. Ensure that only registered Student[s] use Esri Mobile Lab equipment.
- d. Be responsible for loss of, damage to, and/or theft of Esri Mobile Lab equipment while in Client's possession.
- e. Warrant that it maintains sufficient insurance coverage obligations created by this Agreement and by law.
- f. Allow the Esri instructor to check all Esri Mobile Lab equipment following the completion of training. Any damage to Esri Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
- g. Make Esri Mobile Lab equipment available for freight pickup upon the conclusion of the training event.

ARTICLE 5—INSURANCE AND INDEMNIFICATION

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

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

5.2 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 6—LICENSING AND MATERIALS

6.1 Training Materials Reservation of Ownership. This Agreement gives Student certain limited rights to use electronic and tangible versions of the Training Materials. Esri and its licensor(s) retain exclusive rights, title, and ownership to the copy of Training Materials, software, data, and documentation licensed under this Agreement. Training Materials are protected by United States copyright laws and applicable international copyright treaties and/or conventions. All rights not specifically granted in this Agreement are reserved to Esri and its licensor(s).

6.2 Grant of License. Esri grants to Student a personal, nonexclusive, nontransferable license to use Training Materials for Student's own training purposes. Student may run and install one (1) copy of Training Materials and reproduce one (1) copy of Training Materials. Student may make one (1) additional copy of the original Training Materials for archive purposes only, unless Esri grants in writing the right to make additional copies.

6.3 Training Materials are intended solely for the use of the training of the individual Student who registered and attended a specific training course. Student may not (i) separate the component parts of the Training Materials for use on multiple systems or in the cloud, use in conjunction with any other software package, and/or merge and compile into a separate database(s) or documents for other analytical uses; (ii) make any attempt to circumvent the technological measure(s) (e.g., software or hardware key) that effectively controls access to Training Materials; (iii) remove or obscure any copyright, trademark, and/or proprietary rights notices of Esri or its licensor(s); or (iv) use audio and/or video recording equipment during a training course.

6.4 Client-Supplied Training Data. Client will retain ownership of any Client-Supplied Training Data.

6.5 Software. Client's existing license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> will cover all applicable terms of use for Esri provided software, data, documentation, and content used by Student during a training event. Esri may issue temporary Esri software licenses for Client site training if Client has an insufficient number of Esri software licenses available at Client's training facility. Client must uninstall all temporary Esri software licenses and return any media provided by Esri upon conclusion of the training event.

ARTICLE 7—TERM AND TERMINATION

7.1 This Agreement is effective upon acceptance. Either party may terminate this Agreement at any time upon written notice to the other party or for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure. Upon termination of this Agreement for breach, Esri may request Client to return or destroy all copies of Training Materials in its possession, and any whole or partial copies, in any form and deliver evidence of such destruction to Esri, which evidence shall be in a form acceptable to Esri in its sole discretion. The parties agree that all provisions that operate to protect the rights of Esri and its licensor(s) shall remain in force should breach occur. Termination does not relieve Client from payment for any current or outstanding training registrations. Upon termination, Client agrees to pay Esri all current and outstanding invoices for training. Student[s] who are currently registered for a training course are granted the right to continue to attend the training course subject to the terms and conditions of this Agreement.

ARTICLE 8—STUDENT REGISTRATION AND TRAINING EVENT CHANGE POLICY

8.1 Individual Student Seats. Client will provide written notice to Esri's Customer Service department at service@esri.com of any Student transfer, cancellation, or substitution requests at least three (3) business days before the scheduled start date.

- a. Multiple requests and any requests that occur without the three (3) business days advance notice are subject to a fee, as determined by Esri.
- b. Cancellation of Student registrations that occur without the three (3) business days advance notice are subject to the full training event fee.
- c. Substitute Student must be from the same organization as Student being replaced.

8.2 Client Site/Private Class/Coaching Services (Training Event). Client will provide written notice to Esri's Customer Service department at service@esri.com of any training event reschedule, cancellation, or Student substitution requirements at least three (3) business days before the scheduled start date.

- a. Training event reschedules and cancellations that occur without the three (3) business days advance notice are subject to the full training event fee. Client will be responsible for all of Esri's reasonable travel expenses and shipping costs (including Esri Mobile Lab) for all rescheduled or canceled training events.
- b. Student substitutions that occur without the three (3) business days advance notice are subject to a fee. Substitute Student must be from the same organization as Student being replaced.

8.3 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 or cancel the training without incurring any liability.

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

ARTICLE 9—PAYMENT

9.1 Payments

- a. Accepted payment methods are found at <http://training.esri.com/gateway/index.cfm?fa=catalog.paymentdetails>.
- b. Esri will invoice Client upon completion of each training course or immediately upon receipt of a purchase order, if mutually agreed to by the parties. Client's payment will be due no later than thirty (30) days after receipt of the invoice.
- c. If Client is invoiced and pays that invoice prior to the scheduled training event, then Client has one (1) calendar year (twelve [12] consecutive months) from the date of the invoice to consume the training days. For a multiyear order, the training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.

ARTICLE 10—CONFIDENTIAL INFORMATION

10.1 Except for any personally identified information (PII), any data or information controlled for export under the United States International Traffic in Arms Regulations (ITAR), or other classified data, Esri or Client may disclose to the other party certain confidential information under this Agreement. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this Agreement. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the other party's confidential information.

ARTICLE 11—RESERVED

ARTICLE 12—WARRANTY

12.1 Limited Warranty. Esri warrants that the media upon which Training Materials is 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.

12.2 Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE TRAINING AND TRAINING MATERIALS CONTAINED THEREIN ARE PROVIDED "AS-IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT THAT THE TRAINING OR TRAINING MATERIALS WILL MEET CLIENT'S NEEDS OR EXPECTATIONS; THAT THE USE OF TRAINING MATERIALS WILL BE UNINTERRUPTED; OR THAT ALL NONCONFORMITIES, DEFECTS, OR ERRORS CAN OR WILL BE CORRECTED. THE TRAINING DATABASE HAS BEEN OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, BUT ITS ACCURACY AND COMPLETENESS, AND THE OPINIONS BASED THEREON, ARE NOT GUARANTEED. THE TRAINING DATABASE MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, ERRORS, AND/OR OMISSIONS. ESRI AND ITS LICENSOR(S) DO NOT WARRANT THAT THE TRAINING DATABASE WILL MEET CLIENT'S NEEDS OR EXPECTATIONS, THAT THE

USE OF THE TRAINING DATABASE WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. ESRI AND ITS LICENSOR(S) ARE NOT INVITING RELIANCE ON THIS TRAINING DATABASE, AND CLIENT OR STUDENT SHOULD ALWAYS VERIFY ACTUAL DATA, WHETHER MAP, SPATIAL, RASTER, TABULAR INFORMATION, AND SO FORTH. THE DATA CONTAINED IN THIS PACKAGE IS SUBJECT TO CHANGE WITHOUT NOTICE. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY TRAINING DATA. TRAINING DATA MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CLIENT'S NEEDS OR EXPECTATIONS. NEITHER CLIENT NOR STUDENT SHOULD RELY ON ANY TRAINING DATA UNLESS CLIENT HAS VERIFIED TRAINING DATA AGAINST ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

12.3 Exclusive Remedy. Client's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 12 shall be limited, at Esri's sole discretion, to (i) replacement of any defective Training Materials; (ii) repair, correction, or a workaround for Training Materials, or (iii) return of the fees paid by Client for Training Material that do not meet Esri's limited warranty, provided that Client uninstalls, removes, and destroys all copies of the Training Materials; and executes and delivers evidence of such actions to Esri.

ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

13.1 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 TWO TIMES THE AMOUNT ACTUALLY PAID BY 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—RESERVED

ARTICLE 15—TAXES

15.1 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

16.1 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

17.1 This Agreement is governed by and construed in accordance with the laws of the state in which training is being held or, in the case of training provided over the Internet, the laws of the State of California, without reference to its conflict of laws principles.



PREMIUM SUPPORT SERVICES AGREEMENT

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

PSS Agreement No. 2015SLA2223

This Premium Support Services Agreement ("PSS Agreement") is entered into by and between **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation located at 380 New York Street, Redlands, California 92373-8100, and the licensee listed below ("**Licensee**"). Esri and Licensee shall be referred to herein collectively as the "Parties" and individually as a "Party."

Premium Support Services ("PSS") is a program that provides enhanced support for qualifying Products licensed under the applicable License Agreement. To determine which Products qualify for PSS, consult Esri's Product Qualification web page at <http://www.esri.com/apps/products/maintenance/qualifying.cfm>.

PSS is available only to licensees that are current on Esri's Standard Maintenance. Licensee must order Standard Maintenance to qualify for PSS. Esri reserves the right to make service substitutions and modifications to PSS offerings at any time.

The terms and conditions of the Esri License Agreement(s) for the affected Products govern any updates, patches, hot fixes, or software provided under PSS.

ARTICLE 1—DEFINITIONS

All definitions in Licensee's License Agreement will have the same meaning in this PSS Agreement. In addition, capitalized terms used in this PSS Agreement shall have the following meanings:

"GIS" means geographic information systems.

"Incident" means a communication via telephone, chat, or e-mail by Licensee to Support Services regarding technical problems with qualifying Products.

"Licensee's Authorized Contact(s)" or "LAC" means up to two individuals selected by Licensee to report Incidents to PSS and work directly with Esri's Technical Account Manager regarding all such incidents. A Licensee that has purchased unlimited PSS may designate additional LAC upon payment of additional fees.

"Premium Support Incident" means an Incident that is opened as or converted to a Premium Support Incident.

"Senior Support Analyst" means an experienced support analyst within Support Services.

"Standard Maintenance" means the general support and maintenance Esri makes available for unmodified applicable Products, including Incident tracking, attempts to correct errors, new releases, and enhancements as described in the Esri US Software Standard Maintenance Program.

"Support Services" means the technical support group within Esri that provides technical assistance to Esri licensees.

"User Advocacy Group" means a group within Support Services created to improve Esri's ability to understand and respond to technical issues impacting Esri licensees.

"The Technical Account Manager" (TAM) means a designated support resource who acts as the primary point of contact to Licensee for the purpose of coordinating Premium Support Incidents through Esri's support processes.

ARTICLE 2—PREMIUM SUPPORT SERVICES PROGRAM

2.1 Premium Support Description. If Licensee is currently covered by Standard Maintenance for all the qualifying Products, Licensee may order PSS under the terms and conditions of this PSS Agreement. PSS shall provide (1) a designated TAM; (2) the ability for the LAC to submit or escalate Premium Support Incidents via telephone or the Esri My Support Portal twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year (the number of incidents permitted per year is determined by the level of PSS ordered); (3) unlimited chat support during Esri Support Services' standard business hours (8:00 a.m. to 5:00 p.m. Pacific time, Monday through Friday, except on Esri holidays); (4) Priority Incident Management; and (5) other additional enhanced support and services.

2.2 Technical Account Manager. Esri shall assign a TAM to Licensee. The assigned TAM shall work directly with LAC and shall oversee all of Licensee's open Premium Support Incidents.

TAM shall do the following:

- a. Be familiar with Licensee's GIS software architecture and infrastructure;
- b. Verify that all open Premium Support Incidents of Licensee are prioritized above Incidents opened pursuant to Standard Maintenance;
- c. Work closely with Senior Support Analysts toward the resolution of all open Premium Support Incidents;
- d. Provide LAC with a daily status update on all open Premium Support Incidents or as agreed upon by TAM and Licensee; and
- e. Take reasonable efforts to be available to LAC from 5:00 a.m. to 5:00 p.m. Pacific standard time, Monday through Friday, except on Esri holidays.

Esri may replace TAM during the term of this PSS Agreement with a written notification to Licensee.

2.3 Telephone, Chat, and E-mail Support. Esri shall provide support to Licensee for applicable Products by telephone, chat, or e-mail. LAC may open Incidents by telephone or logging the Incidents via the My Support Portal accessible via the Esri website. Incidents logged in this manner will receive Priority Incident Management. An e-mail acknowledgment shall be sent to LAC for a new Incident logged via the My Support Portal. Esri shall use commercially reasonable efforts to call or send an e-mail response within one (1) hour of receipt of a new Incident to notify LAC that the logged Premium Support Incident is in the initial stage of review.

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

- a. Premium Support Incidents reported by LAC, with the exception of chat, will be given priority handling after the initial Premium Support Incident is created and documented;
- b. The User Advocacy Group will give priority to qualifying Product defects affecting Licensee.

2.5 Other Additional Enhanced Support and Services. Esri shall further provide the following:

- a. *My Support Portal:* LAC shall have access to the My Support Portal for creating and interacting with Premium Support Incidents, plus access to the PSS functionality, which includes TAM contact information, the ability to view PSS Incidents, and the ability to escalate Incidents to Premium Support Incidents.
- b. *System/Environment Profile.* Through the Esri Support Services website form, Licensee may create a profile of Licensee's GIS and associated Esri technology.
- c. *PSS Software Alert Newsletter.* Esri shall provide Licensee with a news bulletin discussing key current issues with Software being investigated by Esri.
- d. *Technical Support Review Meeting.* Upon request, TAM and Licensee shall conduct a teleconference meeting to discuss Licensee's Premium Support Incidents. Esri shall make available the assigned Account Manager, TAM, Premium Support Manager, and other Esri staff as deemed necessary by Esri.

Details of all PSS offerings can be found at <http://support.esri.com/en/support/premium>.

ARTICLE 3—RESTRICTIONS AND EXCLUSIONS

3.1 Defense or Military Application. Licensee must inform Esri if PSS will be directly related to a defense article as defined in 22 C.F.R. § 120.6 or for a military application, before Esri provides support.

3.2 Excluded Software. PSS is not available for third-party software. Esri is not responsible for errors attributable to third-party software used in conjunction with or built upon Software.

3.3 English Language. All communications will be conducted in the English language except by written agreement of both Parties.

3.4 Acknowledgment. Licensee acknowledges and agrees that Esri does not represent, warrant, or guarantee that Software errors or defects can or will be corrected. At Esri's sole discretion, Esri will correct Software errors and defects, which will be subject to Esri's release schedules.

3.5 Current on Maintenance. Licensee shall remain current on Standard Maintenance during the term of this PSS Agreement. Standard Maintenance is described in the Esri Standard Maintenance Program at <http://www.esri.com/legal/maintenance>, which may be changed from time to time.

3.6 Exceptions to PSS. The following are not covered by this PSS Agreement:

- a. Any problem resulting from a Licensee's misuse, improper use, unauthorized modification, or damage of the Software or a Licensee's combining or merging the Software with any hardware or software not supplied or identified as compatible by Esri;
- b. Any problem resulting from third-party hardware or software;
- c. Errors in any version of the Software other than the officially supported version of Software; and
- d. Any on-site dispatch of Esri staff to support the resolution of PSS issues.

ARTICLE 4—TERM AND TERMINATION

4.1 Term. The term of this PSS Agreement commences on the Effective Date. Licensee may automatically renew this PSS Agreement on an annual basis pursuant to Article 5 of this PSS Agreement provided Licensee is current on Standard Maintenance.

4.2 Termination for Convenience. Either Party may elect not to renew this PSS Agreement for its sole convenience at the end of any term. Either Party shall provide the other written notice of termination no less than ninety (90) calendar days prior to the end of any term.

4.3 Termination. Either Party may terminate this PSS Agreement for a material breach that is not cured within ten (10) calendar days after written notice to the other Party, or for bankruptcy or insolvency of the other Party. In the event of termination for a material breach, the due dates of all invoices for amounts owed by Licensee to Esri shall be accelerated automatically so that such amounts become due and payable on the effective date of termination, regardless of the payment term provisions set forth in this PSS Agreement. Except where a provision specifically provides otherwise, any cause of action or claim of one Party accrued to or to accrue because of any breach or default of the other Party, and any accrued license rights shall survive to the degree necessary to permit their complete fulfillment or discharge.

ARTICLE 5—COMPENSATION

5.1 Pricing. Pricing for renewals and any new or additional PSS offerings shall be in accordance with Esri's most current price schedule at the time of purchase or renewal.

5.2 Invoices. Licensee shall issue a purchase order upon execution of this PSS Agreement, and Esri shall issue an invoice to Licensee. No later than ninety (90) calendar days prior to the expiration of the then current term of this PSS Agreement, Esri shall provide Licensee with a quote for the annual renewal of this PSS Agreement. In the event Licensee issues a purchase order for the annual renewal, Esri shall issue an invoice to Licensee.

5.3 Purchase Order Requirements

- a. Any purchase orders issued by Licensee shall reference and be subject to the terms and conditions of this PSS Agreement. No additional or different terms contained in a purchase order or ordering document shall be binding.
- b. The following information shall be included in each purchase order:
 - (1) Licensee's name and Esri customer number;
 - (2) A purchase order number;
 - (3) Applicable annual payment due; and
 - (4) On the face of the purchase order, print the following statement: "Subject to PSS Agreement No. 2015SLA2223."

ARTICLE 6—CONFIDENTIALITY

6.1 Confidential Information. For the performance of obligations under this PSS Agreement, each Party acknowledges it may disclose ("Disclosing Party") or receive ("Receiving Party") information of a confidential or sensitive nature ("Confidential Information"). Confidential Information shall be designated by Disclosing Party in writing or orally and confirmed in writing within thirty (30) calendar days of disclosure as "Confidential," "Proprietary," "Trade Secret," or other similar term. The following information shall be excluded from the definition of Confidential Information:

- a. Information that is or becomes available to the public through no breach of this PSS Agreement;
- b. Information that is already known to Receiving Party and can be shown to be in its possession at the time of disclosure;
- c. Information that was received by Receiving Party without any duty of confidentiality;
- d. Information that is rightfully received by Receiving Party from a third party that is not under a nondisclosure obligation to Disclosing Party; and
- e. Information that is independently developed by either Party without reference to Confidential Information.

6.2 Nondisclosure Obligations. Each Party regards its Confidential Information as commercially sensitive, proprietary, and confidential. Receiving Party shall use Confidential Information only in connection with the performance of this PSS Agreement. Receiving Party shall protect Confidential Information using at least the same degree of care Receiving Party uses to protect its own confidential information of a similar nature, but no less than reasonable care. Without limiting the foregoing, Receiving Party agrees that it will protect the Confidential Information at all times by:

- a. Not disclosing Confidential Information, or the fact that it has been obtained, to any third party without prior written consent of Disclosing Party;
- b. Not disclosing Confidential Information to employees or contractors who do not have a need to know Confidential Information; and
- c. Ensuring that all employees and contractors who gain access to Confidential Information have been informed of their confidentiality obligations regarding Confidential Information and have agreed to be bound by them.

Each Party is permitted to disclose Confidential Information (i) to the government only as required by law; (ii) to a court of competent jurisdiction pursuant to a court order; or (iii) to internal or external legal, financial, or tax advisers under an appropriate confidentiality obligation. If disclosure of Confidential Information is required by the government or by a court, Receiving Party shall (i) disclose only as much of the Confidential Information as is required and (ii) provide reasonable notice and assistance to Disclosing Party so it may file for a protective order.

6.3 Remedies for Disclosure. Receiving Party acknowledges that any breach of this Article 6 Confidentiality may cause Disclosing Party irreparable harm and that, in the event of such breach, in addition to any and all remedies at law, Disclosing Party 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 and without the requirement of posting a bond or undertaking or proving injury as a condition for relief. Receiving Party hereby agrees to submit to the personal jurisdiction of any such court only for purposes of an action seeking such relief. Disclosing Party is entitled, if the underlying suit is successful, to recover all costs and expenses incurred in such action, including reasonable attorney fees.

6.4 Limited Rights. Disclosure of Confidential Information to Receiving Party shall not transfer any rights to Confidential Information except for the right to use Confidential Information in connection with the obligations of this PSS Agreement. No license, title, interest, or other proprietary right is granted or implied by the disclosure of Confidential Information.

6.5 Return of Materials. Upon Disclosing Party's written request or upon termination of this Agreement, Receiving Party agrees to promptly return to Disclosing Party any materials or documents, whether or not furnished by Disclosing Party, containing Confidential Information, together with all copies thereof made by Receiving Party, or to destroy such items and deliver to Disclosing Party written confirmation that said materials or documents have been destroyed, excluding Confidential Information included in backup tapes or other archival records that are not readily accessible by Receiving Party personnel. When applicable, Esri may continue to hold and use certain Confidential Information that was provided for technical support purposes, including ongoing troubleshooting, bug testing, and performance testing, and to maintain consistency with future version releases (for problems resolved).

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

7.1 Limited Warranties and Disclaimers. All services provided pursuant to this PSS Agreement shall be performed in a professional and workmanlike manner. This PSS Agreement is subject to the terms and conditions of this PSS Agreement and the Esri Standard Maintenance Program at <http://www.esri.com/legal/maintenance>, which may be changed from time to time.

7.2 General Disclaimer. ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT PSS OR ANY SERVICES PROVIDED HEREUNDER WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PSS IS NOT DESIGNED 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.

7.3 Internet Disclaimer. BOTH 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) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND (iii) NEITHER PARTY IS 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 THIS PSS AGREEMENT OR SERVICES PURSUANT TO THIS PSS AGREEMENT.

7.4 Error and Nonconformities Disclaimer. ESRI SHALL NOT BE RESPONSIBLE FOR ANY ERROR OR NONCONFORMITIES ATTRIBUTABLE TO A MODIFICATION TO ESRI SOFTWARE, DATA, AND DOCUMENTATION; LICENSEE'S OR ITS LICENSOR'S SOFTWARE, APPLICATION, COMPONENT, SOURCE CODE, DATA, GEODATABASE, OR OTHER INFORMATION OR TECHNOLOGY; OR THIRD-PARTY APPLICATIONS MADE BY OR AT THE DIRECTION OF LICENSEE.

ARTICLE 8—LIMITATION OF LIABILITY

8.1 Disclaimer of Certain Types of Liability. ESRI 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 ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS PSS AGREEMENT OR SERVICES PURSUANT TO THIS PSS AGREEMENT, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.2 General Limitation of Liability. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED TWO TIMES THE AMOUNTS PAID BY LICENSEE FOR THIS PSS AGREEMENT.

8.3 Applicability of Disclaimers and Limitations. The Parties agree that Esri has set its prices and entered into this PSS 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 9—GENERAL PROVISIONS

9.1 Reserved.

9.2 Nonsolicitation of Esri Personnel. Licensee shall not solicit for hire any member of Esri's technical staff who is associated with this PSS Agreement while the PSS Agreement is in effect and for a period of one (1) year thereafter. If this provision is breached, liquidated damages equal to twelve (12) months of the Esri's technical staff's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by Licensee to Esri.

9.3 UCC Inapplicability. Any of the services provided pursuant to this PSS Agreement shall not be governed by the Uniform Commercial Code ("UCC") and shall not be deemed "goods" as defined by the UCC.

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

9.5 No Implied Waiver. The failure of either Party to enforce any provision of this PSS 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.

9.6 Assignment and Delegations. Esri may, in whole or in part, assign any of its rights or delegate any performance pursuant to this PSS Agreement, provided that Esri shall remain responsible for the performance of delegates.

9.7 Reserved.

9.8 Reserved.

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

9.10 Taxes. Services provided are quoted exclusive of all state, local, value-added, or other taxes, and 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 provided pursuant to this PSS Agreement, Esri Software, Data, or Documentation, Licensee shall pay any such applicable taxes and/or charges upon receipt of written notice that such taxes and/or charges are due.

**State of Maine
MPA Price List
E416M 1Q2015**

Section	Description	Price
1	ArcGIS for Desktop Software	
1	ArcGIS for Desktop Concurrent Use Licenses	
	ArcGIS for Desktop Advanced Concurrent Use License	\$9,405.00
	ArcGIS for Desktop Standard Concurrent Use License	\$6,650.00
	ArcGIS for Desktop Basic Concurrent Use License	\$3,325.00
1	ArcGIS for Desktop Concurrent Use Licenses Maintenance	
	Primary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License	\$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcGIS for Desktop Standard Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$700.00
	Secondary Maintenance for ArcGIS for Desktop Basic Concurrent Use License	\$500.00
1	ArcGIS for Desktop Extensions Concurrent Use Licenses	
	ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$2,375.00
	ArcGIS 3D Analyst for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Publisher for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Data Interoperability for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Network Analyst for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Schematics for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Workflow Manager for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Data Reviewer for Desktop Concurrent Use License	\$2,375.00
1	ArcGIS for Desktop Extensions Concurrent Use Licenses Maintenance	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$500.00

	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$200.00
1	ArcGIS for Desktop Single Use Licenses	
	ArcGIS for Desktop Advanced Single Use License	\$9,405.00
	ArcGIS for Desktop Standard Single Use License	\$6,650.00
	ArcGIS for Desktop Basic Single Use Unkeyed License	\$1,425.00
	ArcGIS for Desktop Basic Single Use Keyed License	\$1,425.00
1	ArcGIS for Desktop Single Use Licenses Maintenance	
	Primary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$3,000.00
	Secondary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only)	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,500.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions)	\$1,200.00
	Primary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$2,100.00
	Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions)	\$1,800.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$400.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core only)	\$300.00
	Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions)	\$900.00
1	ArcGIS for Desktop Advanced Extensions Single Use Licenses	
	ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$2,375.00
	ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$2,375.00
	ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$2,375.00
	ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$2,375.00
	ArcGIS Network Analyst for Desktop Advanced Single Use License	\$2,375.00
	ArcGIS Schematics for Desktop Advanced Single Use License	\$2,375.00
	ArcGIS Publisher for Desktop Advanced Single Use License	\$2,375.00
	ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$2,375.00
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	ArcGIS Geostatistical Analyst for Desktop Single Use License	\$2,375.00
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	ArcGIS Tracking Analyst for Desktop Single Use License	\$2,375.00
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	ArcGIS Network Analyst for Desktop Single Use License	\$2,375.00
	ArcGIS Schematics for Desktop Single Use License	\$2,375.00
	ArcGIS Workflow Manager for Desktop Single Use License	\$2,375.00
	ArcGIS Data Reviewer for Desktop Single Use License	\$2,375.00

1	ArcGIS for Desktop Advanced Extensions Single Use Licenses Maintenance	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$200.00
1	ArcGIS Upgrades	
	ArcGIS for Desktop Basic Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,900.00
1	Upgrade from One ArcGIS Product to Another	
	ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$5,225.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$5,225.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,980.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,980.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$3,325.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$6,080.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$6,080.00

	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,755.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,755.00
1	Esri Roads and Highways	
	Esri Roads and Highways for Desktop Concurrent Use License	\$9,500.00
	Esri Roads and Highways for Desktop Single Use License	\$9,500.00
	Annual Maintenance for Esri Roads and Highways for Desktop Concurrent Use License	\$2,500.00
2	Esri Mapping and Charting	
	Esri Production Mapping Concurrent Use License	\$9,500.00
	Esri Production Mapping Single Use License	\$9,500.00
	Annual Maintenance for Esri Production Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Production Mapping Single Use License	\$2,500.00
	Esri Defense Mapping Concurrent Use License	\$9,500.00
	Esri Defense Mapping Single Use License	\$9,500.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Defense Mapping Single Use License	\$2,500.00
	ArcGIS for Aviation: Airports Concurrent Use License	\$4,750.00
	ArcGIS for Aviation: Airports Single Use License	\$4,750.00
	Annual Maintenance for ArcGIS for Aviation: Airports Concurrent Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Aviation: Airports Single Use License	\$1,250.00
	ArcGIS for Aviation: Charting Concurrent Use License	\$9,500.00
	ArcGIS for Aviation: Charting Single Use License	\$9,500.00
	Annual Maintenance for ArcGIS for Aviation: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Aviation: Charting Single Use License	\$2,500.00
	ArcGIS for Maritime: Charting Concurrent Use License	\$9,500.00
	ArcGIS for Maritime: Charting Single Use License	\$9,500.00
	Annual Maintenance for ArcGIS for Maritime: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Charting Single Use License	\$2,500.00
	ArcGIS for Maritime: Bathymetry Concurrent Use License	\$4,750.00
	ArcGIS for Maritime: Bathymetry Single Use License	\$4,750.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Concurrent Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Single Use License	\$1,250.00
2	Esri Mapping and Charting Solutions Bundles	
	Esri Defense Mapping Bundle Single Use License	\$27,550.00
	Esri Defense Mapping Bundle Concurrent Use License	\$27,550.00
	Annual Maintenance for Esri Defense Mapping Bundle Single Use License	\$6,500.00
	Annual Maintenance for Esri Defense Mapping Bundle Concurrent Use License	\$6,500.00
	ArcGIS for Aviation: Airports Bundle Single Use License	\$9,975.00
	ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$9,975.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Single Use License	\$2,750.00
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$2,750.00
	ArcGIS for Aviation: Charting Bundle Single Use License	\$19,475.00
	ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$19,475.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Single Use License	\$6,500.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$6,500.00
	ArcGIS for Maritime: Charting Bundle Single Use License	\$17,765.00
	ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$17,765.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Single Use License	\$6,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$6,000.00

	ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$11,875.00
	ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$11,875.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$3,350.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$3,250.00
3	Esri CityEngine	
	Esri CityEngine Advanced Concurrent Use License	\$3,800.00
	Esri CityEngine Advanced Single Use License	\$3,800.00
	Esri CityEngine Basic Single Use License	\$475.00
	Primary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$675.00
	Primary Maintenance for Esri CityEngine Advanced Single Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Single Use License	\$675.00
	Primary Maintenance for Esri CityEngine Basic Single Use License	\$100.00
	Secondary Maintenance for Esri CityEngine Basic Single Use License	\$85.00
3	Esri CityEngine Product Upgrades	
	Esri CityEngine Advanced Concurrent Use or Single Use License Upgrade from Basic Single Use License	\$3,325.00
4	Esri Developer Technology	
4	ArcGIS Engine Licenses	
	ArcGIS Engine Single Use License	\$475.00
	ArcGIS Engine Concurrent Use License	\$1,188.00
	ArcGIS Engine Concurrent Use License Upgrade from ArcGIS Engine Single Use License	\$725.00
	Annual Maintenance for ArcGIS Engine Single Use License (without extensions)	\$100.00
	Annual Maintenance for ArcGIS Engine Single Use License (with one or more extensions)	\$400.00
	Primary Maintenance for ArcGIS Engine Concurrent Use License	\$250.00
	Secondary Maintenance for ArcGIS Engine Concurrent Use License	\$185.00
4	ArcGIS Engine Extensions Single Use Licenses	
	ArcGIS 3D Analyst for Engine Single Use License	\$950.00
	ArcGIS Spatial Analyst for Engine Single Use License	\$950.00
	ArcGIS Geodatabase Update for Engine Single Use License	\$950.00
	ArcGIS Network Analyst for Engine Single Use License	\$950.00
	ArcGIS Schematics for Engine Single Use License	\$950.00
	ArcGIS Tracking Analyst for Engine Single Use License	\$950.00
	ArcGIS Data Interoperability for Engine Single Use License	\$950.00
4	ArcGIS Engine Extensions Concurrent Use Licenses	
	ArcGIS 3D Analyst for Engine Concurrent Use License	\$950.00
	ArcGIS Spatial Analyst for Engine Concurrent Use License	\$950.00
	ArcGIS Geodatabase Update for Engine Concurrent Use License	\$950.00
	ArcGIS Network Analyst for Engine Concurrent Use License	\$950.00
	ArcGIS Schematics for Engine Concurrent Use License	\$950.00
	ArcGIS Tracking Analyst for Engine Concurrent Use License	\$950.00
	ArcGIS Data Interoperability for Engine Concurrent Use License	\$950.00
4	ArcGIS Engine Extensions Maintenance	
	Primary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$200.00

	Secondary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$150.00
4	ArcGIS Runtime	
	ArcGIS Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$4,836.00
	Annual Maintenance for ArcGIS Runtime Standard 25-Pack Single Use Deployment License	\$1,000.00
4	ArcGIS Extensions for ArcGIS Runtime	
	ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,672.00
	ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,672.00
	ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack)	\$9,672.00
	Annual Maintenance for ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
	Annual Maintenance for ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
	Annual Maintenance for ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License	\$2,000.00
4	Esri Developer Network (EDN)	
4	EDN Standard Annual Subscriptions	
	EDN Standard Single Use Term License	\$1,451.00
	EDN Standard with ArcGIS for Desktop Basic Single Use Term License	\$1,934.00
	EDN Standard with ArcGIS for Desktop Standard Single Use Term License	\$2,902.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use Term License	\$3,869.00
4	For Current EDN Subscribers	
	EDN Standard Optional Add-on Software ArcGIS for Desktop Basic Single Use Term License	\$484.00
	EDN Standard Optional Add-on Software ArcGIS for Desktop Standard Single Use Term License	\$1,451.00
	EDN Standard Optional Add-on Software ArcGIS for Desktop Advanced Single Use Term License	\$2,418.00
4	EDN Software Upgrades	
	EDN Standard with ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic License	\$967.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,934.00
	EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard License	\$967.00
4	EDN Other	
	Technical Support (10 calls) for EDN	\$2,000.00
	Instructor-Led Training (5 days) for EDN	\$2,200.00
5	ArcGIS for Server Enterprise	
5	ArcGIS for Server Enterprise Advanced	
	ArcGIS for Server Enterprise Advanced (up to four cores)	\$38,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores)	\$10,000.00

	ArcGIS for Server Enterprise Advanced (additional cores)	\$9,500.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores)	\$2,500.00
5	ArcGIS for Server Enterprise Standard	
	ArcGIS for Server Enterprise Standard (up to four cores)	\$19,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores)	\$5,000.00
	ArcGIS for Server Enterprise Standard (additional cores)	\$4,750.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores)	\$1,250.00
5	ArcGIS for Server Enterprise Basic	
	ArcGIS for Server Enterprise Basic (up to four cores)	\$9,500.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores)	\$3,000.00
	ArcGIS for Server Enterprise Basic (additional cores)	\$2,375.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores)	\$750.00
5	ArcGIS for Server Workgroup Advanced	
	ArcGIS for Server Workgroup Advanced (up to two cores)	\$9,500.00
	Annual Maintenance for ArcGIS for Server Workgroup Advanced (up to two cores)	\$2,500.00
	ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	\$4,750.00
	Annual Maintenance for ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server)	\$1,250.00
5	ArcGIS for Server Workgroup Standard	
	ArcGIS for Server Workgroup Standard (up to two cores)	\$4,750.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (up to two cores)	\$1,250.00
	ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	\$2,375.00
	Annual Maintenance for ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server)	\$625.00
5	ArcGIS for Server Workgroup Basic	
	ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$4,750.00
	Annual Maintenance for ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	\$1,250.00
5	ArcGIS for Server Extensions Enterprise Advanced	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	\$9,500.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	\$2,375.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	\$9,500.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	\$2,375.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	\$9,500.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	\$2,375.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores)	\$9,500.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores)	\$2,375.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores)	\$9,500.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores)	\$2,375.00
	Esri Defense Mapping for Server Enterprise Advanced (up to four cores)	\$9,500.00
	Esri Defense Mapping for Server Enterprise Advanced (additional cores)	\$2,375.00
	Esri Production Mapping for Server Enterprise Advanced (up to four cores)	\$9,500.00
	Esri Production Mapping for Server Enterprise Advanced (additional cores)	\$2,375.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	\$2,500.00

	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for Data Reviewer for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for Data Reviewer for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (additional cores)	\$625.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (additional cores)	\$625.00
5	ArcGIS for Server Extensions Enterprise Standard	
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	\$9,500.00
	ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	\$2,375.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	\$9,500.00
	ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	\$2,375.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	\$9,500.00
	ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	\$2,375.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	\$9,500.00
	ArcGIS Image Extension for Server Enterprise Standard (additional cores)	\$2,375.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	\$9,500.00
	ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	\$2,375.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores)	\$9,500.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores)	\$2,375.00
	Esri Production Mapping for Server Enterprise Standard (up to four cores)	\$9,500.00
	Esri Production Mapping for Server Enterprise Standard (additional cores)	\$2,375.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores)	\$625.00

	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores)	\$625.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (up to four cores)	\$2,500.00
	Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (additional cores)	\$625.00
5	ArcGIS for Server Extensions Workgroup Advanced	
	ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	\$4,750.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	\$4,750.00
	ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	\$4,750.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	\$4,750.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License	\$4,750.00
	Esri Defense Mapping for Server Workgroup Advanced (maximum four cores) License	\$4,750.00
	Esri Production Mapping for Server Workgroup Advanced (maximum four cores) License	\$4,750.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for Esri Defense Mapping for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Annual Maintenance for Esri Production Mapping for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
5	ArcGIS for Server Workgroup Extensions Standard	
	ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	\$4,750.00
	ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	\$4,750.00
	ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	\$4,750.00
	ArcGIS Image Extension for Server Workgroup Standard (maximum four cores) License	\$4,750.00
	ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	\$4,750.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License	\$4,750.00
	Esri Production Mapping for Server Workgroup Standard (maximum four cores) License	\$4,750.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	\$1,250.00

	Annual Maintenance for Image Extension for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License	\$1,250.00
	Annual Maintenance for Esri Production Mapping for Server Workgroup Standard (maximum four cores) License	\$1,250.00
5	ArcGIS for Server Upgrades	
5	ArcGIS for Server Upgrades—Enterprise to Enterprise	
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$9,500.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$28,500.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$19,000.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores)	\$2,375.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	\$7,125.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	\$4,750.00
5	ArcGIS for Server Upgrades—Workgroup to Workgroup	
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Standard (up to four cores)	\$4,750.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Advanced (up to four cores)	\$14,250.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (up to two cores)	\$4,750.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (additional cores)	\$2,375.00
5	ArcGIS for Server Upgrades—Workgroup to Enterprise	
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Basic (up to four cores)	\$4,750.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$14,250.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$33,250.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$9,500.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$28,500.00
	ArcGIS for Server Workgroup Advanced Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$19,000.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$14,250.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$33,250.00

	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	\$9,500.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	\$28,500.00
5	ArcGIS for Server Enterprise Staging Server	
5	ArcGIS for Server Enterprise Advanced Staging Server	
	ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$19,344.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$5,000.00
	ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$4,836.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$1,250.00
5	ArcGIS for Server Enterprise Standard Staging Server	
	ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$9,672.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$2,500.00
	ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$2,418.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$625.00
5	ArcGIS for Server Enterprise Basic Staging Server	
	ArcGIS for Server Enterprise Basic (up to four cores) Staging Server	\$4,836.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores) Staging Server	\$1,500.00
	ArcGIS for Server Enterprise Basic (additional cores) Staging Server	\$1,209.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores) Staging Server	\$375.00
5	ArcGIS for Server Enterprise Extensions Staging Server	
5	ArcGIS for Server Enterprise Advanced Extensions Staging Server	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	Esri Production Mapping Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	Esri Production Mapping Extension for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	Esri Defense Mapping Extension for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	Esri Defense Mapping Extension for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00

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

	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) Staging Server	\$313.00
	Annual Maintenance for Esri Production Mapping Extension for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for Esri Production Mapping Extension for Server Enterprise Standard (additional cores) Staging Server	\$313.00
5	ArcGIS for Server Staging Server Upgrades	
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) Staging Server	\$4,750.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$14,250.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	\$9,500.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores) Staging Server	\$1,188.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$3,563.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	\$2,375.00
5	Esri Roads and Highways for Server	
5	Esri Roads and Highways for Server Enterprise	
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	\$9,500.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores)	\$2,375.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	\$2,500.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores)	\$625.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores)	\$9,500.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores)	\$2,375.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores)	\$2,500.00

	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores)	\$625.00
	Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	\$4,750.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	\$1,250.00
	Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	\$4,750.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	\$1,250.00
5	Esri Roads and Highways—Staging Server	
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	\$4,836.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	\$1,209.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	\$313.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	\$4,836.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	\$1,209.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	\$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	\$313.00
5	Esri Roads and Highways—Term Licensing	
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,140.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,850.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,700.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,140.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,850.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,700.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$570.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,425.00
	Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,850.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 30-Day Term License	\$570.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,425.00
	Esri Roads and Highways for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,850.00
5	Roadway Reporter for Esri Roads and Highways	
	Roadway Reporter for Esri Roads and Highways for Server License (up to 50 Users)	\$19,000.00
	Roadway Reporter for Esri Roads and Highways for Server License (up to 250 Users)	\$38,000.00
	Roadway Reporter for Esri Roads and Highways for Server License (up to 500 Users)	\$57,000.00
	Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 50 Users)	\$5,000.00

	Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 250 Users)	\$10,000.00
	Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 500 Users)	\$15,000.00
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	\$4,465.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$11,400.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$22,800.00
	ArcGIS for Server Enterprise Standard (up to four cores) 30-Day Term License	\$2,185.00
	ArcGIS for Server Enterprise Standard (up to four cores) 90-Day Term License	\$5,700.00
	ArcGIS for Server Enterprise Standard (up to four cores) 365-Day Term License	\$11,400.00
	ArcGIS for Server Enterprise Basic (up to four cores) 30-Day Term License	\$1,140.00
	ArcGIS for Server Enterprise Basic (up to four cores) 90-Day Term License	\$2,850.00
	ArcGIS for Server Enterprise Basic (up to four cores) 365-Day Term License	\$5,700.00
6	ArcGIS for Server Workgroup Term Licenses	
	ArcGIS for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$2,185.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$5,700.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$11,400.00
	ArcGIS for Server Workgroup Standard (up to four cores) 30-Day Term License	\$1,140.00
	ArcGIS for Server Workgroup Standard (up to four cores) 90-Day Term License	\$2,850.00
	ArcGIS for Server Workgroup Standard (up to four cores) 365-Day Term License	\$5,700.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 30-Day Term License	\$570.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 90-Day Term License	\$1,425.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 365-Day Term License	\$2,850.00
6	ArcGIS for Server Enterprise Extensions Term Licenses	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,140.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,850.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,700.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,140.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,850.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,700.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,140.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,850.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,700.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,140.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,850.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,700.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,140.00

ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,850.00
ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,700.00
Esri Defense Mapping Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,140.00
Esri Defense Mapping Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,850.00
Esri Defense Mapping Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,700.00
Esri Production Mapping Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	\$1,140.00
Esri Production Mapping Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	\$2,850.00
Esri Production Mapping Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	\$5,700.00
ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,140.00
ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,850.00
ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,700.00
ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,140.00
ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,850.00
ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,700.00
ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,140.00
ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,850.00
ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,700.00
ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,140.00
ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,850.00
ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,700.00
ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,140.00
ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,850.00
ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,700.00
ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,140.00
ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,850.00
ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,700.00

	Esri Production Mapping for Server Enterprise Standard (up to four cores) 30-Day Term License	\$1,140.00
	Esri Production Mapping for Server Enterprise Standard (up to four cores) 90-Day Term License	\$2,850.00
	Esri Production Mapping for Server Enterprise Standard (up to four cores) 365-Day Term License	\$5,700.00
6	ArcGIS for Server Workgroup Extensions Term Licenses	
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$570.00
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,425.00
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,850.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$570.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,425.00
	ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,850.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$570.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,425.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,850.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$570.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,425.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,850.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$570.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,425.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,850.00
	Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$570.00
	Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,425.00
	Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,850.00
	Esri Production Mapping Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	\$570.00
	Esri Production Mapping for Server Workgroup Advanced (up to four cores) 90-Day Term License	\$1,425.00
	Esri Production Mapping for Server Workgroup Advanced (up to four cores) 365-Day Term License	\$2,850.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 30-Day Term License	\$570.00

	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,425.00
	ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,850.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 30-Day Term License	\$570.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,425.00
	ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,850.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 30-Day Term License	\$570.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,425.00
	ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,850.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 30-Day Term License	\$570.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,425.00
	ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,850.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 30-Day Term License	\$570.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,425.00
	ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,850.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 30-Day Term License	\$570.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,425.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,850.00
	Esri Production Mapping for Server Workgroup Standard (up to four cores) 30-Day Term License	\$570.00
	Esri Production Mapping for Server Workgroup Standard (up to four cores) 90-Day Term License	\$1,425.00
	Esri Production Mapping for Server Workgroup Standard (up to four cores) 365-Day Term License	\$2,850.00
6	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure	
6	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—365-Day Term Licenses	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License	\$40,000.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License	\$30,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—365-Day Term License	\$25,000.00

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

	ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License	\$3,000.00
6	ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—30-Day Term Licenses	
	ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$5,000.00
	ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$4,000.00
	ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—30-Day Term License	\$3,000.00
6	ArcGIS for Server Enterprise Extensions with Virtual Cloud Infrastructure—30-Day Term Licenses	
	ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License	\$1,000.00
8	Location Analytics	
8	Esri Business Analyst for Desktop—Single Use Licenses	
	Esri Business Analyst Basic for Desktop National Single Use License	\$17,570.00
	Esri Business Analyst Basic for Desktop Regional Single Use License	\$12,820.00
	Esri Business Analyst Basic for Desktop State Single Use License	\$8,070.00
8	Esri Business Analyst for Desktop—Concurrent Use Licenses	
	Esri Business Analyst Basic for Desktop National Concurrent Use License	\$17,570.00
	Esri Business Analyst Basic for Desktop Regional Concurrent Use License	\$12,820.00
	Esri Business Analyst Basic for Desktop State Concurrent Use License	\$8,070.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop National License	\$14,795.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop Regional License	\$10,795.00
	Annual Maintenance for Esri Business Analyst Basic for Desktop State License	\$6,795.00
8	Esri Business Analyst Standard for Desktop—Concurrent Use Licenses	
	Esri Business Analyst Standard for Desktop National Concurrent Use License	\$38,945.00
	Esri Business Analyst Standard for Desktop Regional Concurrent Use License	\$28,016.00
	Esri Business Analyst Standard for Desktop State Concurrent Use License	\$17,485.00

8	Esri Business Analyst Standard for Desktop—Single Use Licenses	
	Esri Business Analyst Standard for Desktop National Single Use License	\$38,945.00
	Esri Business Analyst Standard for Desktop Regional Single Use License	\$28,016.00
	Esri Business Analyst Standard for Desktop State Single Use License	\$17,485.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop—Concurrent Use and Single Use	
8	Licenses	
	Annual Maintenance for Esri Business Analyst Standard for Desktop National License	\$32,795.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop Regional License	\$23,590.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop State License	\$14,720.00
8	Esri Business Analyst for Server	
8	Esri Business Analyst for Server Enterprise Advanced	
	Esri Business Analyst for Server Enterprise Advanced (up to four cores)	\$142,500.00
	Esri Business Analyst for Server Enterprise Advanced (additional cores)	\$35,625.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (up to four cores)	\$100,000.00
	Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (additional cores)	\$25,000.00
8	Esri Business Analyst for Server Workgroup Advanced	
	Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$71,250.00
	Annual Maintenance for Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	\$50,000.00
8	Esri Business Analyst for Server—Staging Server	
	Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	\$36,270.00
	Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	\$9,068.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores)	\$25,000.00
	Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	\$6,250.00
9	ArcGIS for Transportation Analytics	
9	ArcGIS for Transportation Analytics with North America Datasets (includes Mexico)	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	\$75,442.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	\$92,851.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	\$214,718.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	\$412,027.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	\$800,842.00
9	ArcGIS for Transportation Analytics with United States and Canada Datasets	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	\$62,868.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	\$77,376.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	\$178,932.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	\$343,356.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	\$667,368.00

9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses	
9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—North America (includes Mexico)	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	\$7,544.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	\$4,643.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	\$4,304.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	\$4,111.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	\$4,014.00
9	ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—United States and Canada	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	\$6,287.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	\$3,869.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	\$3,579.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	\$3,434.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	\$3,337.00
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on	
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—North America (includes Mexico)	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	\$1,838.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	\$1,741.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	\$1,548.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	\$1,402.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	\$1,209.00
9	ArcGIS for Transportation Analytics with Real-Time Traffic Add-on—United States and Canada	
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 1 Additional 50-Asset Pack	\$1,548.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	\$1,451.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	\$1,306.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	\$1,161.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	\$1,016.00
13	Mobile GIS	
13	ArcPad	
	ArcPad Single Use License	\$665.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data	\$665.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data	\$665.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data	\$665.00
	Annual Maintenance for ArcPad Single Use License	\$250.00
	ArcPad Single Use License Upgrade	\$242.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data Upgrade	\$242.00

	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data Upgrade	\$242.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data Upgrade	\$242.00
13	ArcGIS for Windows Mobile	
	ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	\$1,425.00
	Annual Maintenance for ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License	\$300.00
	ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	\$14,250.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License	\$3,000.00
	ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	\$1,425.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License	\$300.00
	ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	\$1,425.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	\$300.00
13	StreetMap for ArcGIS for Windows Mobile	
13	StreetMap for ArcGIS for Windows Mobile 5-Pack Bundles	
	StreetMap for ArcGIS for Windows Mobile for Desktop HERE North America Street Data 5-Pack Single Use Term License	\$400.00
	StreetMap for ArcGIS for Windows Mobile for Desktop HERE Europe Street Data 5-Pack Single Use Term License	\$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE North America Street Data 5-Pack Term License	\$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE Europe Street Data 5-Pack Term License	\$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE North America Street Data 5-Pack Term License	\$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE Europe Street Data 5-Pack Term License	\$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE North America Street Data 5-Pack Term License	\$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE Europe Street Data 5-Pack Term License	\$600.00
13	StreetMap for ArcGIS for Windows Mobile 50-Pack Bundles	
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE North America Street Data 50-Pack Term License	\$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE Europe Street Data 50-Pack Term License	\$5,700.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE North America Street Data 50-Pack Term License	\$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE Europe Street Data 50-Pack Term License	\$5,700.00

	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE North America Street Data 50-Pack Term License	\$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE Europe Street Data 50-Pack Term License	\$3,800.00
16	Instructor-Led Training (ILT)	
	ILT—per Student, per Day at Esri Learning Centers in the United States	\$535.00
	Instructor-Led Online (ILO) Classroom Training—per Student, per Day	\$535.00
	Additional Student—Client Site Private Class per Student, per Day	\$360.00
	Additional Student—Esri Site Private Class per Student, per Day	\$360.00
	Half-Day ILO Training Workshop—per Student, per Seat	\$175.00
	Half-Day ILO Private Training Workshop—20 Students	\$2,625.00
	Full-Day ILO Training Workshop—per Student, per Seat	\$350.00
	Full-Day ILO Private Training Workshop—up to 20 Students	\$5,250.00
	Private Classes—Esri Site per Class, per Day (12 students) in Locations in the United States	\$4,820.00
	Private Classes—Client Site per Class, per Day (12 students) in Locations in the United States	\$4,820.00
	Client Coaching Services—Client Site	\$4,370.00
	Client Coaching Services—Esri Site	\$4,370.00
	Technical Certification Exam Voucher	\$218.00
16	Virtual Campus	
16	Individual Courses	
	Esri Virtual Campus Training Course Pricing (1 paid module)—per Seat	\$32.00
	Esri Virtual Campus Training Course Pricing (2 paid modules)—per Seat	\$64.00
	Esri Virtual Campus Training Course Pricing (3 paid modules)—per Seat	\$96.00
	Esri Virtual Campus Training Course Pricing (4 paid modules)—per Seat	\$128.00
	Esri Virtual Campus Training Course Pricing (5 paid modules)—per Seat	\$160.00
	Esri Virtual Campus Training Course Pricing (6 paid modules)—per Seat	\$192.00
	Esri Virtual Campus Training Course Pricing (7 paid modules)—per Seat	\$224.00
	Esri Virtual Campus Training Course Pricing (8 paid modules)—per Seat	\$256.00
16	Esri Virtual Campus Annual User License Pricing	
	Premium Annual User License (2,500 Virtual Campus dollar value)	\$2,250.00
	Premium Annual User License (5,000 Virtual Campus dollar value)	\$4,250.00
	Premium Annual User License (7,500 Virtual Campus dollar value)	\$6,000.00
	Premium Annual User License (10,000 Virtual Campus dollar value)	\$7,000.00
	Premium Annual User License (25,000 Virtual Campus dollar value)	\$16,250.00
	Premium One-Year Extension Annual User License	\$660.00
16	Esri Training Pass	
	Esri Training Pass—per Day, up to 49 Days	\$535.00
	Esri Training Pass—per Day, 50 Days or More	\$510.00
	Esri Training Pass—One-Year Extension, up to 49 Days	\$500.00
	Esri Training Pass—One-Year Extension, 50 Days or More	\$1,500.00
17	Online GIS	
17	ArcGIS Online for Organizations Plans	
	ArcGIS Online Level 1 Plan—Includes up to 5 Named Users and 2,500 Credits	\$2,500.00
	ArcGIS Online Additional User 5-Pack for Level 1 Plan	\$2,500.00
	ArcGIS Online Level 2 Plan—Includes up to 50 Named Users and 10,000 Credits	\$10,000.00
	ArcGIS Online Additional User 5-Pack for Level 2 Plan	\$1,000.00
	ArcGIS Online Level 3 Plan—Includes up to 100 Named Users and 17,500 Credits	\$17,500.00
	ArcGIS Online Additional User 5-Pack for Level 3 Plan	\$875.00
	ArcGIS Online Level 4 Plan—Includes up to 250 Named Users and 37,500 Credits	\$37,500.00

	ArcGIS Online Additional User 5-Pack for Level 4 Plan	\$750.00
	ArcGIS Online Level 5 Plan—Includes up to 500 Named Users and 62,500 Credits	\$62,500.00
	ArcGIS Online Additional User 5-Pack for Level 5 Plan	\$625.00
	ArcGIS Online Level 6 Plan—Includes up to 1,000 Named Users and 110,000 Credits	\$110,000.00
	ArcGIS Online Additional User 5-Pack for Level 6 Plan	\$550.00
	ArcGIS Online Additional Service Credits—Block of 1,000	\$100.00
17	Esri Business Analyst Online Organization Plans for Use with ArcGIS Online	
	Esri Business Analyst Online (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	\$500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	\$500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	\$2,000.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	\$200.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	\$3,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	\$175.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	\$7,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	\$150.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	\$12,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	\$125.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	\$22,000.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	\$110.00
17	Esri Community Analyst Organization Plans for Use with ArcGIS Online	
	Esri Community Analyst (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	\$500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	\$500.00
	Esri Community Analyst (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	\$2,000.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	\$200.00
	Esri Community Analyst (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	\$3,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	\$175.00
	Esri Community Analyst (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	\$7,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	\$150.00
	Esri Community Analyst (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	\$12,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	\$125.00

	Esri Community Analyst (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	\$22,000.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	\$110.00
17	Esri Redistricting Online	
	Esri Redistricting Online—12 Months	\$4,500.00
	Esri Redistricting Online—24 Months	\$8,325.00
	Esri Redistricting Online—36 Months	\$11,475.00
18	Portal for ArcGIS	
	Portal for ArcGIS—Includes up to 50 Named User Licenses	\$38,688.00
	Portal for ArcGIS—Includes up to 100 Named User Licenses	\$67,704.00
	Portal for ArcGIS—Includes up to 250 Named User Licenses	\$145,080.00
	Portal for ArcGIS—Includes up to 500 Named User Licenses	\$241,800.00
	Portal for ArcGIS—Includes up to 1,000 Named User Licenses	\$425,568.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 50 Named User Licenses	\$10,000.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 100 Named User Licenses	\$17,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 250 Named User Licenses	\$37,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 500 Named User Licenses	\$62,500.00
	Annual Maintenance for Portal for ArcGIS—Includes up to 1,000 Named User Licenses	\$110,000.00
18	Portal for ArcGIS Additional User 5-Pack	
	Portal for ArcGIS Additional User 5-Pack for up to 50 Named User Licenses	\$3,869.00
	Portal for ArcGIS Additional User 5-Pack for up to 100 Named User Licenses	\$3,500.00
	Portal for ArcGIS Additional User 5-Pack for up to 250 Named User Licenses	\$2,902.00
	Portal for ArcGIS Additional User 5-Pack for up to 500 Named User Licenses	\$2,418.00
	Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named User Licenses	\$2,128.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 50 Named User Licenses	\$1,000.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 100 Named User Licenses	\$875.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 250 Named User Licenses	\$750.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 500 Named User Licenses	\$625.00
	Annual Maintenance for Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named User Licenses	\$550.00
18	Portal for ArcGIS Term Licensing	
	Portal for ArcGIS—Includes up to 50 Named Users Annual Term License	\$10,000.00
	Portal for ArcGIS—Includes up to 100 Named Users Annual Term License	\$17,500.00
	Portal for ArcGIS—Includes up to 250 Named Users Annual Term License	\$37,500.00
	Portal for ArcGIS—Includes up to 500 Named Users Annual Term License	\$62,500.00
	Portal for ArcGIS—Includes up to 1,000 Named Users Annual Term License	\$110,000.00
18	Portal for ArcGIS Additional User 5-Pack Term Licensing	
	Portal for ArcGIS Additional User 5-Pack for up to 50 Named Users Annual Term License	\$1,000.00
	Portal for ArcGIS Additional User 5-Pack for up to 100 Named Users Annual Term License	\$875.00
	Portal for ArcGIS Additional User 5-Pack for up to 250 Named Users Annual Term License	\$750.00
	Portal for ArcGIS Additional User 5-Pack for up to 500 Named Users Annual Term License	\$625.00
	Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named Users Annual Term License	\$550.00

	Professional Services	
19	Premium Support Services	
	Premium Support Annual Use—Unlimited Incidents	\$38,500.00
	Premium Support Additional Authorized Contact—Unlimited Incidents	\$10,000.00
19	WebGIS Launch Kits	
	WebGIS Launch Kit - Basic (3 days)	\$9,100.00
	WebGIS Launch Kit - Standard (4 days)	\$11,400.00
	WebGIS Launch Kit - Advanced (5 days)	\$13,600.00
19	Workshop Packages	
	Esri Production Mapping Workshop (3 days)	\$12,700.00
	Esri Defense Mapping Workshop (3 days)	\$12,700.00
	ArcGIS for Maritime: Charting Workshop (5 days)	\$18,500.00
	ArcGIS for Aviation Workshop (3 days)	\$12,700.00
	ArcGIS Data Reviewer Workshop (3 days)	\$12,700.00
	ArcGIS Workflow Manager Workshop (3 days)	\$12,700.00
19	Jumpstart Packages	
	ArcGIS for Server Jumpstart - Basic (3 days)	\$9,100.00
	ArcGIS for Server Jumpstart - Standard (4 days)	\$11,400.00
	ArcGIS for Server Jumpstart - Advanced (5 days)	\$16,500.00
	Esri Geoportal Server Jumpstart (3-day option)	\$12,700.00
	Esri Geoportal Server Jumpstart (5-day option)	\$18,500.00
	Esri Production Mapping Jumpstart (5 days)	\$18,500.00
	Esri Defense Mapping Jumpstart (5 days)	\$18,500.00
	ArcGIS for Maritime: Charting Jumpstart (10 days)	\$33,000.00
	ArcGIS for Aviation Jumpstart (5 days)	\$18,500.00
	ArcGIS Data Reviewer Jumpstart (5 days)	\$18,500.00
	ArcGIS Workflow Manager Jumpstart (5 days)	\$18,500.00
	ArcGIS Image Extension for Server Jumpstart (3 days)	\$12,700.00
	Data Appliance for ArcGIS Jumpstart (3 days)	\$12,700.00
	Data Appliance for ArcGIS and ArcGIS for Server Bundle Jumpstart (5 days)	\$18,500.00
19	Services Packages	
	Enterprise GIS Health Check (3 days)	\$12,700.00
	Remote Developer Support (20 hours)	\$5,300.00
	Remote Support for Esri Geoportal Server (20 hours)	\$5,300.00
19	Esri Enterprise Advantage Program	
	Esri Enterprise Advantage Program (EEAP) 100 Learning and Service Credits	\$80,000.00
	Esri Enterprise Advantage Program (EEAP) 50 Learning and Service Credits	\$55,000.00
	Additional EEAP Technical Advisor Services	\$22,500.00
	Additional EEAP 100 Learning and Service Credits	\$50,000.00
	Additional EEAP 50 Learning and Service Credits	\$25,000.00
20	StreetMap Premium for ArcGIS North America HERE Data	
20	StreetMap Premium for ArcGIS HERE Data—United States	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$3,000.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$7,500.00

	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$37,500.00
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$15,000.00
20	StreetMap Premium for ArcGIS HERE Data—North America (United States, Canada, and Mexico)	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)	\$12,000.00
	North America—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$30,000.00
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	\$150,000.00
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$60,000.00
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
20	StreetMap Premium for ArcGIS HERE Data—State	
	State—Full Use (per single use ArcGIS for Desktop user/per year)	\$2,000.00
	State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$5,000.00
	State—Full Use (per ArcGIS for Server Enterprise/per year)	\$25,000.00
	State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$10,000.00
	State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,000.00
	State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$2,500.00
	State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$12,500.00
	State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$5,000.00
20	StreetMap Premium for ArcGIS TomTom Data—North America	
20	StreetMap Premium for ArcGIS TomTom Data—United States	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	\$6,000.00
	United States—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$15,000.00
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	\$75,000.00
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.00
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$3,000.00
	United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$7,500.00
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$37,500.00
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$15,000.00
20	StreetMap Premium for ArcGIS TomTom Data—Small State in the United States	
	Small State—Full Use (per single use ArcGIS for Desktop user/per year)	\$900.00
	Small State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$2,250.00
	Small State—Full Use (per ArcGIS for Server Enterprise/per year)	\$11,250.00
	Small State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,500.00
	Small State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$500.00
	Small State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	\$1,125.00
	Small State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$5,625.00
	Small State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$2,250.00
20	StreetMap Premium for ArcGIS TomTom Data—Medium State in the United States	
	Medium State—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,200.00
	Medium State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	\$3,000.00
	Medium State—Full Use (per ArcGIS for Server Enterprise/per year)	\$15,000.00
	Medium State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$6,000.00

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

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

1. WARRANTY: Contractor warrants:

- a. That all articles and services to be supplied by it under this agreement are fit and sufficient for the purpose intended, and
- b. That all articles and services covered by this contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
- c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
- d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
- e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within 1 year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

2. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state or local sales, or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

3. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, The Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

5. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. Division of Purchases at its option may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

6. **INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing purchase order number, vendor number and other essential particulars, must be forwarded promptly to the ordering agency concerned by the vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

7. **ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this agreement because of the inability of the parties to agree on an adjustment or adjustments.

8. **DEFAULT:** The Division may terminate the whole or any part of this agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency.

In the event that the Division terminates this agreement in whole or in part pursuant to this paragraph, the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

9. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. **INTERPRETATION:** This agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

11. **DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this agreement and the fulfillment of this agreement on the part of the contractor.

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

12. **ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this agreement.

13. **HOLD HARMLESS:** The Contractor agrees to indemnify, defend and save harmless the Bureau of General Services, its divisions, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this agreement.

14. **SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the contractor to solicit or secure this agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

15. **WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of contractor with respect to such future performance shall continue in full force and effect.

16. **MSDS:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current material safety data sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

17. **COMPETITION:** By accepting this Purchase Order, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.



MASTER PURCHASE AGREEMENT
(E500 11/03/2016)

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

Agreement No. 318512

This Master Purchase Agreement ("MPA" or "Agreement") is between the **State of Maine ("State")** and **Environmental Systems Research Institute, Inc. ("Esri")**. This Agreement provides for the acquisition of Esri geographic information system Products, Product-related services, professional services, and training over a defined period of time.

This Agreement is composed of the following documents, which are attached hereto and incorporated herein by reference:

1. State of Maine, General Terms and Conditions for Goods and /or Services Under Buyer Purchase Orders (BPOs) and Master Agreements
2. Esri Master Purchase Agreement signature page, E500
3. Esri State and Local MPA Terms and Conditions, E500
4. Esri License and Services Agreement (Esri contract number 318569) composed of sections 1 through 8 and the following documents:

Attachment A, Glossary of Terms,
Attachment B, General terms and Conditions,
Attachment C, Sample Task Order,
Attachment D, Time and Material Rate Schedule,
Addendum 1, Product-Specific Terms of Use,

5. Esri MPA Price List, and

Any conflict between the terms of the above listed documents will be resolved pursuant to Article 12.1 Order of Precedence. 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 [enter effective date].

STATE OF MAINE
(State)

By: _____

Authorized Signature

Printed Name: James R. Smith

Title: Chief Information Officer

Date: July 26, 2017

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(Esri)

By: _____

Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Commercial & Government Contracts

Date: 8/1/17



State Contact Information

Contact: Michelle Fournier _____

Telephone: 207-624-8868 _____

Address: 51 Commerce Drive _____

Fax: N/A _____

City, State, ZIP: Augusta, Maine, 04330 _____

Email: Michelle.Fournier@maine.gov _____

Signature pg 2



STATE OF MAINE

**GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER
BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)
(GENERAL TERMS AND CONDITIONS)**

- 1. DEFINITIONS:** The following definitions are applicable to these General Terms and Conditions:
- a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
 - d. The term "Division" shall refer to the State of Maine Division of Purchases.
 - e. The term "Contractor", "Vendor", or "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these General Terms and Conditions have been attached and incorporated.
 - f. The term "Contract" or "Agreement" shall refer to the Master Purchase Agreement (Esri contract number 318512).
 - g. The term "License and Services Agreement" or "LASA" means the Esri License and Services Agreement (Esri contract number 318569).

All definitions in other parts of the Agreement shall have the same meaning in this General Terms and Conditions.

- 2. WARRANTY:** Contractor's warranties are found in the License and Services Agreement (Esri contract number 318569).

3. TAXES: Sales taxes, if applicable, are prepaid and added to the invoice. Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists. This section 4 does not apply to Contactor's Professional Services, ESRI Managed Cloud Services or ESRI Enterprise Advantage Program provided pursuant to the LASA.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule. This section 5 does not apply to Contactor's Professional Services, ESRI Managed Cloud Services or ESRI Enterprise Advantage Program provided pursuant to the LASA.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot,

fire, explosion, flood or other catastrophe, sabotage, cyber-attack, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division. This section 7 does not apply to Contractor's Software, Data, Online Services, Maintenance, Training, Professional Services, ESRI Managed Cloud Services or ESRI Enterprise Advantage Program. Professional Services and Deliverables will be subject to the inspection and acceptance criteria specified in Article 6.5 Acceptance of the LASA.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases. Professional Services will be invoiced in accordance with Article 6.8 Payment; Invoices of the LASA, ESRI Managed Cloud Services will be invoiced in accordance with Article 7.2 Provision of EMCS, c. Compensation and Expenses of the LASA, and ESRI Enterprise Advantage Program will be invoiced in accordance with Article 8.11 Invoicing of the LASA.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments. Changes to Task Orders for Professional Services and/or ESRI Managed Cloud Services will be made in accordance with Article 6.6 Changes to Scope of Work of the LASA. Changes to the number of ESRI Enterprise Advantage Program Learning and Services Credits will be made in accordance with Article 8.8 Notification of Consumed Credits of the LASA.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate. Notwithstanding the foregoing, the Division reserves the right to seek reimbursement for any excess cost of such similar articles.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government. Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contractor agrees to comply mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. Reserved.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: Contactor's general indemnity is found in the License and Services Agreement (Esri contract number 318569).

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: If applicable, all manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of the Contract are to be interpreted in such a way as to be consistent at all times with this General Terms and Conditions, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

STATE AND LOCAL MPA TERMS AND CONDITIONS
(E500 11/03/2016)

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 an agency, department, division, or political subdivision of the governmental entity authorized by the State to order and acquire Products, Product-related services, and training under this Agreement.
- b. **"LASA"** means the License and Services Agreement (Esri contract number 318569).
- c. **"Customer"** means the State of Maine or an Authorized Entity that places orders pursuant to this Agreement.
- d. **"Products"** means Software, Data, and Online Services licensed or subscribed to under the terms of the LASA.

ARTICLE 2—TERM OF AGREEMENT

Customer's right to purchase under this Agreement shall remain in effect for five (5) years from the effective date (the last date of execution) unless terminated earlier as set forth in Article 5—Termination; Cancellation. The term of any Product licenses ordered through this Agreement shall be as stated in the LASA.

ARTICLE 3—PRODUCT OFFERINGS

3.1 Discontinued and New Items. Esri may, at its sole discretion, discontinue offering any Products and services included in this Agreement upon the submittal of an updated MPA Price List. Esri may, at its sole discretion, offer new Products, services, or larger quantity discount pricing by the submittal of an updated MPA Price List.

3.2 LASA. Esri may require additional or different license terms prior to the use of new Products or services. Such additional terms shall be available on Esri's website, included with a quote, or included with the deliverable Products and found at <http://www.esri.com/legal>. The then-current license agreement shall become part of this Agreement upon (i) ordering Products or services or (ii) thirty (30) days after Customer's receipt of Products or services, whichever is sooner.

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

The license grant and permitted uses specified in the LASA for Products, Product-related services, and training are limited to use within the continental United States; Hawaii; Alaska; and US territories, excluding Puerto Rico and the US Virgin Islands.

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 the State or any other Authorized Entity.
- b. **Termination for Material Breach.** Without prejudice to any other right or remedy available, this Agreement may be terminated for material breach, provided the breaching party is given thirty (30) days' written notice and the breach is not cured within the thirty (30) days. Termination of this Agreement shall be effective upon written notice to Customer if Customer discloses any trade secret or other information proprietary to Esri in breach of this Agreement.
- c. **Customer 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, Customer shall no longer be permitted to place orders under this Agreement.

- d. **License Survival.** Upon expiration of this Agreement or voluntary termination of this Agreement, Customer may continue to retain and use such licensed Products in accordance with the LASA. Customer may then directly and separately contract for Product maintenance.

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

ARTICLE 6—NO MINIMUM PURCHASE

Customer does not guarantee to purchase any certain quantity under this Agreement.

ARTICLE 7—ORDERS

7.1 Customer Purchase Orders. Customer shall issue purchase orders to Esri for Products or services based on the pricing specified in this Agreement. The terms and conditions of this Agreement shall govern all orders issued by Customer. Any additional or different terms included with an order are void and of no legal effect even if Esri processes the order without taking exception to such additional or different terms.

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

- a. Name or identification of Customer, place of delivery, and the end-user name and contact information
- b. Purchase order number
- c. Primary site for maintenance if primary maintenance is *not* ordered
- d. Quantity, description, and unit price
- e. On the face of the purchase order, the following printed statement: "Subject to Master Purchase Agreement No. (318521)."

7.3 Additional Quotes. Customer may request a quote for any new or unlisted Products or services and issue a purchase order under this Agreement.

7.4 Authorized Entity. An Authorized Entity may order or acquire Products, Product-related services, professional services, or maintenance subject to the terms and conditions of this Agreement. Authorized Entities will be required to incorporate by reference the terms of this Agreement into any purchase order or other related ordering document. Esri shall not fill any purchase orders that do not adequately provide the information identified in Section 7.2.

ARTICLE 8—RESERVED

ARTICLE 9—PRICING

9.1 Product Pricing. Esri will provide Products, Product-related services, professional services, maintenance, and training 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 Esri Price List by email notice no more than once each calendar quarter except prices for individual items may be updated by email at any time if they fall below Esri's GSA pricing. Attachment D will be updated annual by email notice

9.2 Custom Software and Application Services. Custom software and application services are available on a time and materials or firm fixed price basis via a signed Task Order. Labor rates found in Attachment D Time and Material Rates

Schedule are subject to annual escalation in January of each year. The scope of work and any additional terms are subject to mutual agreement in the Task Order. Information and arrangements regarding custom software and application services are available from the Implementation Services Program Manager, at 909-793-2853, extension 1546.

9.3 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 Products can be arranged. Shipping and handling charges may be confirmed in advance; the Esri invoicing program will incorporate the current fees automatically. There may be periodic changes due to fluctuations in the transportation industry fees.

ARTICLE 10—MAINTENANCE

Esri will provide maintenance, composed of updates and technical support as specified in the latest US Software Maintenance Program found on the Esri website 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, Customer may issue a purchase order under this Agreement for renewal of maintenance at the terms and pricing then in effect. Upon acceptance of an Esri quotation, the purchase order shall be issued in advance or no later than concurrent with the present maintenance term. If an optional maintenance term lapses, Customer must pay reinstatement fees equivalent to back maintenance fees calculated from the date of discontinuance to reinstate maintenance.

ARTICLE 11—PRODUCT COMPENSATION AND ACCEPTANCE

11.1 Product Compensation. Products will be invoiced one hundred percent (100%) upon delivery or supply of download codes. Online services will be invoiced one hundred percent (100%) upon issuance of authorization codes. Training services shall be invoiced on the first day of class. Customer agrees to pay each invoice in full within thirty (30) days of receipt of a valid invoice.

11.2 Acceptance of Products. Unless rejected in writing, acceptance of any delivery of Products shall be presumed to have occurred upon download or not later than fifteen (15) days after delivery by Esri. Acceptance of Cloud Services occurs upon issuance of authorization codes.

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

ARTICLE 12—GENERAL PROVISIONS

12.1 Order of Precedence. In the event of a conflict between the terms of documents in this Agreement, the documents will have the following precedence: (i) the General Terms and Conditions of State of Maine Buyer Purchase Order, (ii) Esri MPA Terms and Conditions (E500), (iii) the LASA (318569), (iv) the Esri MPA Price List.

12.2 Legal Notice. Legal 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.

State Contact:

See signature page (E500)

Esri Contact:

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

ARTICLE 13—CONFIDENTIALITY

Subject to the State's open records act, Product and services pricing information, including applicable discount rates, is considered Esri confidential and proprietary information. Except to support authorized license acquisitions, recipient shall not copy, disclose to any third party, or use any pricing information for other purposes or programs. Esri gives permission to the State to maintain the MPA Price List or Time and Materials Rate Schedule on the State's intranet, subject to password protection.

This Article survives the expiration or termination of this Agreement.



LICENSE AND SERVICES AGREEMENT

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

Agreement No. 318569

This License and Services Agreement ("**LASA**") is between Customer identified in Esri contract 318512 ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This LASA is the sole and entire agreement of the parties as to the subject matter of this LASA and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. All attachments and addendums to this LASA are incorporated and made part of this LASA. The LASA comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments and addendums. Additional or conflicting terms in any Ordering Documents exchanged during the ordering process, other than the terms of this LASA, Product or Service descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Neither party has relied on any statement, representation, or warranty not expressly stated in this LASA. Any modification(s) or amendment(s) to this LASA must be in writing and signed by both parties.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Attachment A contains definitions of capitalized terms used throughout this LASA. Each section of this LASA may include additional definitions that are used exclusively within that section.

1.2 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this LASA, Esri grants to Customer a personal, nonexclusive, nontransferable right to

- a. Use the Esri Offerings as set forth in the Documentation and applicable Ordering Documents;
- b. Copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Products. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © {Customer will insert the actual copyright date(s) from the source materials.} Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this LASA including **Attachment B**.

1.3 Consultant or Contractor Access. Customer may authorize its consultants or contractors to use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this LASA and will ensure that each consultant or contractor discontinues use of the Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.4 Evaluation and Beta Licenses. Products acquired under an evaluation license or subscription or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the evaluation term, Customer may lose any content and customizations made during the evaluation term. If Customer does not wish to purchase a license or subscription, Customer should export such content before the end of Customer's evaluation period.

1.5 Educational Programs. Customer agrees to use Esri Offerings provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "**Administrative Use**" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

1.6 Grant Programs. Customer may use Esri Offerings provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Esri Offerings, Customer shall not use Esri Offerings for revenue-generating or for-profit purposes.

1.7 Other Esri Limited-Use Programs. If Customer acquires Esri Offerings under any limited-use program not listed above, Customer's use of the Esri Offerings may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the non-conflicting terms of this LASA.

1.8 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this LASA are reserved.

2.0 SOFTWARE TERMS OF USE

2.1 License Types. Esri licenses Software under the following license types:

- a. **Concurrent Use License:** Customer may install and use the Software on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- b. **Deployment License:** Customer may incorporate ArcGIS Runtime components in Value-Added Applications and distribute the Value-Added Applications to Customer's end users.
- c. **Deployment Server License:** Customer may use the Software under a Server License for all uses permitted in the LASA and as described in the Documentation.
- d. **Development Server License:** Customer may use the Software under a Server License to build and test Value-Added Applications as described in the Documentation.
- e. **Development Use:** Customer may install and use the Software to build and test Value-Added Applications as described in the Documentation.
- f. **Dual Use License:** Customer may install the Software on a desktop computer and use it 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 time.
- g. **Failover License:** Customer may install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- h. **Redistribution License:** Customer may reproduce and distribute the Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this LASA accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge others a fee for the use of the Software.
- i. **Server License:** Customer may install and use the Software on a server computer. Server licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use, each Server License includes a Failover License.

- j. **Single Use License:** Customer may permit a single authorized end user to install and use the Software on a single computer. Customer may permit the single authorized end user to install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- k. **Staging Server License:** Customer may use the Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Servers.

2.2 Permitted Uses

- a. Customer may
 - 1. Install, access, or store Software and Data on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This does not apply to Software licensed for Development Use.
 - 4. Move the Software in the licensed configuration to a replacement computer;
 - 5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License; and
 - 6. Use server Software for Commercial ASP Use if Customer has procured a Commercial ASP Use license or is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries, but only to the extent that such customization is described in Documentation.
- c. Customer may use all fonts provided with the Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Addendum 1 provides Product-specific terms of use for individual Software. Esri may issue updates to Addendum 1 from time to time.

2.3 Maintenance. Esri will provide Maintenance in accordance with the Esri Maintenance and Support Program if Customer is in the United States. Customers outside the United States may obtain Maintenance from their local Esri distributor under the distributor's own terms.

3.0 ONLINE SERVICES TERMS OF USE

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Value-Added Applications. Customer may enable Anonymous Users to access its Content or Value-Added Applications by publishing them through the use of the Sharing Tools, included with Customer's authorized use of the Online Services.
- b. **"App Login Credential"** means a system-generated application login and associated password provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- c. **"Service Credit(s)"** means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document.
- d. **"Sharing Tools"** means publishing capabilities included with Online Services and ArcGIS Website that allow Customer to make Customer Content and Value-Added Applications available to third parties and/or Anonymous Users.

3.2 Subscription to Online Services. Esri provides Online Services subscriptions under the following terms. Addendum 1 also provides Product-specific terms of use for individual Online Services.

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

- a. Provide Online Services to Customer in accordance with the Documentation;
- b. Provide Maintenance in accordance with the Esri Maintenance and Support Program if Customer is in the United States. Customers outside the United States may obtain Maintenance from Esri's distributor under the distributor's own terms.
- c. Provide customer support in accordance with Esri's standard customer support policies and any additional support services Customer may purchase; and
- d. Use commercially reasonable efforts to ensure that Online Services will not transmit to Customer any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Customer's subscription or through third-party Content.

3.4 Access to Value-Added Applications

- a. Named Users have unique, individual login credentials. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users.
- b. Customer may use its Online Services subscription to build a Value-Added Application(s) for internal use by Named Users.
- c. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Online Services subscription.
- d. Customer may not add third parties as Named Users to Customer's Online Services subscription for the purpose of allowing third parties to access Customer's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
- e. Customer may not provide a third party with access to ArcGIS Online Services enabled through Customer's ArcGIS Online subscription other than through Customer's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
- f. Customer may enable Anonymous Users to access Customer's Value-Added Application(s) running under Customer's own subscription, subject to the following terms:
 - 1. Customer may charge for such access under subscription types that permit use for revenue-generation purposes.
 - 2. Customer may embed an App Login Credential into Value-Added Applications but may not embed a Named User Credential.
 - 3. Customer is responsible for all Service Credits consumed in Anonymous Users' use of Customer's Value-Added Application(s).
 - 4. Customer is solely responsible for providing technical support for Customer's Value-Added Application(s).
 - 5. Customer may not enable Anonymous Users to access Value-Added Applications that are intended for Customer's internal use only; Value-Added Applications used internally require Named User login credentials.

3.5 Customer's Responsibilities

- a. Customer is solely responsible for the development and operation of Customer Content and Value-Added Applications and for its Named Users' compliance with this LASA. Customer and its Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Customer's subscription. Named Users' login credentials are for designated Named Users only and may not be shared with other individuals. Customer may assign former Named Users' login credentials to new Named Users if the former users no longer require access to Online Services. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security.

- b. If Customer is using non-Esri application development tools to build an application that accesses Esri's Online Services, Customer must include attribution acknowledging that its application uses Esri Online Services. Guidelines are provided in the Documentation.

3.6 Modifications of Online Services. Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.

3.7 Subscription Rate Changes. Esri may increase rates for subscriptions with a term greater than 1 month by notifying Customer at least 60 days prior to expiration of the then-current subscription term. Esri may increase monthly subscription rates upon 30 days' notice.

3.8 Customer Content

- a. *Ownership.* Customer retains all right, title, and interest in Customer Content. Customer hereby grants Esri and Esri's vendors or licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Customer Content solely for the purpose of enabling Customer's use of Online Services. Without Customer's permission, Esri will not access, use, or disclose Customer Content except as reasonably necessary to support Customer's use of Online Services, respond to Customer's requests for customer support, or troubleshoot Customer's subscription or for any other purpose authorized by Customer in writing. If Customer accesses Online Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Online Services, and Customer Content. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Customer's sole responsibility to ensure that Customer Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.
- b. *Sharing Customer Content.* If Customer elects to share Customer Content using Sharing Tools, then Customer acknowledges that Customer has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools or Online Services, Online Content, ArcGIS Website, Documentation, or related materials. Customer's use of Sharing Tools is at Customer's sole risk.
- c. *Retrieving Customer Content upon Termination.* Upon termination of the LASA or any trial, evaluation, or subscription, Esri will make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Customer's right to access or use Customer Content with Online Services will end, and Esri will have no further obligations to store or return Customer Content.

3.9 Limits on Use of Online Services; Service Credits. Each Online Services subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service consumption reaches approximately 75% of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer consumes all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

3.10 ArcGIS Enterprise with Virtual Cloud Infrastructure. Customer will provide information or other materials related to its Content (including copies of any client-side applications) as reasonably requested to verify Customer's compliance with this LASA. Esri may monitor the external interfaces (e.g., ports) of Customer Content to verify Customer's compliance with this LASA. Customer will not block or interfere with such monitoring, but Customer may use encryption technology or firewalls to help keep its Content confidential. Customer will reasonably cooperate with Esri to identify the source of any

problem with the ArcGIS Enterprise with Virtual Cloud Infrastructure services that may reasonably be attributed to Customer Content or any end-user materials that Customer controls.

4.0 DATA TERMS OF USE

4.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Business Data"** means information about businesses, demographics, and logistics that enables improved decision-making, optimized internal business processes, increased operational efficiency, new revenues, and competitive advantages over business rivals.
- b. **"Esri Content Package"** means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

4.2 Permitted Uses

- a. Customer may only use Data in connection with the Products with which Esri has provided the Data.
- b. Customer may include representations of the Data in hard copy or static, electronic formats (e.g., PDF, GIF, JPEG) in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Product(s) to third parties subject to restrictions set forth in this LASA, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri and/or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use exclusively with licensed ArcGIS Runtime applications, ArcGIS Desktop, and ArcGIS API for Flex apps.
- d. Esri does not acquire any rights in Customer data under this LASA.

4.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use the Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Data.* Unless authorized in writing, Customer may not use Business Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data.* Customer may use Street Data for mapping, geocoding, and point-to-point routing purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn, or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Route optimization.
- e. *Business Analyst Data.* Data provided with Esri Business Analyst (Server, Desktop) is subject to the following additional terms of use:
 - 1. If Customer orders a license for Esri Business Analyst or Business Analyst (Canadian edition) with a subset of the national dataset (i.e., Region, State, Local), Customer may use only the licensed subset, not any other portion of the national dataset.
 - 2. Data provided with Business Analyst Server may not be cached or downloaded by client applications and devices.

4.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These flow-down terms are available at <http://www.esri.com/legal/third-party-data>.

5.0 TRAINING TERMS OF SERVICE

The following terms apply to Training that Esri provides directly to Customer. Customers outside the United States may obtain Training from their local Esri distributor under the distributor's own terms.

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Mobile Lab"** means Esri equipment consisting of laptops preconfigured with Esri Software, Training Materials, hard drives, power cords, and network switches provided to Customer for use in conjunction with Training.
- c. **"Esri Training Event Assistant"** means Customer's primary Esri liaison in organizing Customer site and private training events.
- d. **"Student"** means a registered participant for a specific Training course, Customer coaching services, or training-related services.

5.2 Permitted and Prohibited Uses

- a. Customer may use Training Materials in conjunction with Customer's authorized use of Products for Student's own training purposes. Customer may not use Training Materials to train anyone other than the individual Student who attends the specific training course for which Esri provides the Training Materials.
- b. Customer may run and install 1 copy of Training Materials and reproduce 1 copy of Training Materials. Customer may make 1 additional copy of the original Training Materials for archive purposes only, unless Esri grants in writing the right to make additional copies.
- c. Customer may not (i) separate the component parts of the Training Materials for use on multiple systems or in the cloud, (ii) use the Training Materials in conjunction with any other software package, (iii) merge and compile the Training Materials into a separate database(s) or documents for other analytical uses, or (iv) use audio and/or video recording equipment during a training course.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products for Training purposes only and under the terms of this LASA. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Training event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

5.3 Esri's Responsibilities

Esri will

- a. Provide an instructor qualified to conduct the Training;
- b. Provide all necessary Training Materials for Student;
- c. Confirm class approximately 10 business days prior to the scheduled start date; Customer site and private classes confirmation is dependent on receipt of the completed Customer site training request form and intended method of payment; and
- d. If applicable, ship the Esri Mobile Lab to Customer's designated contact.

5.4 Customer's Responsibilities

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training event. Unregistered students may not view or participate in an online classroom Training event. Esri reserves the right to disconnect any Student who permits access to an unregistered student;
- b. Confirm that all Students meet the minimum prerequisites for the applicable Training event as listed on Esri's Training website;
- c. Submit registrations with a confirmed payment commitment at least 7 business days prior to the scheduled start date. Esri will not confirm reservations for registrations submitted without payment commitment but will instead add the registration to a wait list pending payment confirmation. All wait list reservations are subject to availability;
- d. Provide the Esri Training Event Assistant with a list of the names and email addresses of any Students who are to attend a Customer site or private Training event at least 3 business days before the scheduled start date.
- e. Be responsible for all Student travel arrangements and be responsible for losses from any nonrefundable travel arrangements due to the denial of Student's participation based on US government export regulation requirements, course scheduling changes, or cancellations;
- f. For classes held at the customer-designated facility, complete a client site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- g. Ensure that Student use of Training Materials provided by Esri complies with the terms of this LASA; and
- h. Assume full responsibility for Student attending Training course(s) under this LASA.
- i. If the Esri Mobile Lab is used, Customer will
 1. Immediately report any existing damage to Esri Mobile Lab equipment to the Esri Training Event Assistant upon receipt of the equipment.
 2. Keep Esri Mobile Lab equipment in a secure, locked area between Training event sessions.
 3. Ensure that only Student(s) uses Esri Mobile Lab equipment.
 4. Be responsible for loss of, damage to, and/or theft of Esri Mobile Lab equipment while in Customer's possession.
 5. Maintain sufficient insurance coverage obligations created by this LASA and by law or regulation.
 6. Allow the Esri instructor to check all Esri Mobile Lab equipment following the completion of Training. Esri will notify Customer in writing of any damage to Esri Mobile Lab equipment due to Student use, excluding normal wear and tear. Customer will be financially responsible for any repair or replacement of equipment resulting from such damage.
 7. Make Esri Mobile Lab equipment available for freight pickup upon the conclusion of the Training event.

5.5 Student Registration and Training Event Change Policy

- a. *Individual Student Seats.* Customer will provide written notice to the Esri Customer Service department at service@esri.com of any Student transfer, cancellation, or substitution requests at least 3 business days before the scheduled start date.
 1. Multiple requests and any requests that occur without the 3 business days' advance notice are subject to a fee, as determined by Esri.
 2. Cancellation of Student registrations that occur without the 3 business days' advance notice are subject to the full Training event fee.
 3. Any substitute Student must be from the same organization as the Student being replaced.

- b. *Customer Site/Private Class/Coaching Services (Training Event)*. Customer will provide written notice to Esri Customer Service at service@esri.com of any Training event rescheduling, cancellation, or Student substitution requirements at least 3 business days before the scheduled start date.
 - 1. Training event rescheduling and cancellations that occur without the 3 business days' advance notice are subject to the full Training event fee. Customer will be responsible for all of Esri's reasonable travel expenses and shipping costs (including Esri Mobile Lab) for all rescheduled or canceled Training events.
 - 2. Student substitutions that occur without the 3 business days' advance notice are subject to a fee. Any substitute Student must be from the same organization as the Student being replaced.
- c. If cancellation of a Training event is necessary due to causes beyond the party's reasonable control, the affected party is released in full from the 3-business-day notification requirement. The affected party will either reschedule or cancel the Training without incurring any liability.
- d. If Esri is unable to conduct the Training on the scheduled date, Esri will notify Customer at least 3 business days before the scheduled start date.
- e. Esri will not permit any Student who is a resident of a US embargoed country or is listed on any of the various US Government Lists of Parties of Concern or Specially Designated Nationals lists to attend the training event.
- f. *Termination of Agreement*. Students who are currently registered for a training course as of the date of termination of this LASA may attend the scheduled Training, subject to the terms and conditions of this LASA.

5.6 Payments

- a. Esri will invoice Customer upon completion of each training course or immediately upon receipt of a purchase order if mutually agreed to by the parties. Customer's payment will be due no later than 30 days after receipt of the invoice.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Training event, then Customer has 1 calendar year from the date of the invoice to consume the Training days. For a multiyear order, the Training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.

6.0 PROFESSIONAL SERVICES TERMS

The following terms apply to Professional Services that Esri provides directly to Customer.

6.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. "**Invention(s)**" means patentable inventions, discoveries, innovations, and improvements, excluding Deliverables, relating to the subject matter of a Task Order.
- b. "**Inventor(s)**" means the parties' principals, employees, consultants, or independent contractors that solely or jointly develop Inventions during the course of Esri's performance under a Task Order.
- c. "**Professional Service Package(s)**" means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.
- d. "**Task Order**" means (i) a mutually signed Ordering Document having substantially the same format as the sample task order shown in [Attachment C](#) or (ii) any other agreed-upon Ordering Document for Professional Services.

6.2 Permitted Uses. Customer may use, copy, and modify the Deliverables solely in conjunction with Customer's authorized use of Products.

6.3 Task Orders and Project Schedule

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will specify the period of performance.
- c. Each party will identify, in writing, the project manager, who is responsible for the Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.

6.4 Ownership of Deliverables and Inventions

- a. Esri or its licensors own and retain ownership of the Deliverables.
- b. Each party will retain title to any Inventions made or conceived solely by its Inventors during the term of this LASA, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this LASA. The parties will jointly own any Inventions made or conceived jointly by Inventors from both parties.
- c. The parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such Invention.

6.5 Acceptance

- a. *For Time and Materials Task Orders.* Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Deliverables will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance.
- b. *For Task Orders with Professional Service Packages.* Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. *For Firm Fixed Price Task Orders.* Customer will accept or reject the Deliverables as follows:
 - 1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. Customer will complete its acceptance review within 10 working days of receiving each Deliverable.
 - 2. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Task Order(s) but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 - 3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in c.1. or c.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with c.2. or c.3., or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

6.6 Changes to Scope of Work. The parties may change the general scope of an open Task Order by mutual agreement. To document any agreed-upon scope change that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

6.7 Customer Termination for Convenience. Customer may terminate any Task Order at any time on 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this LASA, including reasonable termination expenses and the pro rata contract price for the Task Orders affected as may be agreed to by the parties.

6.8 Payment; Invoices

a. *For Time and Materials Task Orders*

1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any expenses incurred for which the Customer has agreed to reimburse Esri. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the rates for labor categories in Attachment D. Esri will invoice meals on a per diem basis in accordance with the full daily limits stated in the most current federal travel regulations. Attachment D includes hourly labor rates for each labor category for the current calendar year. In the first 5 years of this LASA, Esri may increase hourly labor rates for services in subsequent years in an amount not to exceed the greater of 5% per year or the cumulative increase in the consumer price index (CPI-U) since the last price increase. Other direct costs (ODCs), including travel-related expenses and meals per diem, will include a 15% burden.
2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

b. *For Professional Service Packages*. Esri will submit an invoice for Professional Service Packages on acceptance of the Task Order unless otherwise agreed. Esri may, at its sole discretion, stop work in order to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work.

c. *For Firm Fixed Price Task Orders*. Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.

6.9 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.10 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with any Professional Services engagement during the term of this LASA and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

7.0 ESRI MANAGED CLOUD SERVICES

Esri will provide Esri Managed Cloud Services (EMCS) to Customer under the following terms:

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "EMCS Environment" means the hardware, Software, Data, and network that Esri provides as part of EMCS.
- b. "Hosting" means the business of housing and making accessible Customer Content via the Internet.

7.2 Provision of EMCS

- a. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- b. **License to Customer Content.** During the term of the Task Order issued under the LASA, Customer hereby grants to Esri and its Affiliates permission to use Customer Content to support the provision of EMCS. Such permission shall include, but not be limited to, the grant of rights and license to manipulate, publish, distribute, and implement Customer Content within the EMCS Environment in any reasonable manner needed to support the provision of EMCS.

- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer on a monthly basis for the EMCS to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the EMCS Environment.
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the EMCS Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this LASA, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users to use, any software, documentation, or other material that contains or is derived (in whole or in part) from any software, documentation, or other material distributed as free software, open-source software (e.g., Linux), or other similar licensing or distribution models, including, but not limited to, software, documentation, or other material licensed or distributed under any of the following license or distribution models or license or distribution models similar to any of the following: (i) the GNU General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License; (ii) the Artistic License (e.g., Perl); (iii) the Mozilla Public License; (iv) the Netscape Public License; (v) the Sun Community Source License (SCSL); (vi) the Sun Industry Standards License (SISL); (vii) the Berkeley Software Distribution (BSD) License; and (viii) the Apache License ("Public Software") in connection with the Customer Content in any manner that requires, pursuant to the license applicable to such Public Software, that any component of the EMCS be (i) disclosed or distributed in source code form, (ii) made available free of charge to recipients, or (iii) modifiable without restriction by recipients.
- g. **Monitoring.** Customer will provide information and/or other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's and/or Customer's compliance with this LASA. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this LASA.

7.3 Takedown or Termination of EMCS. In the event of takedown of Customer Content or upon expiration, termination, or an applicable Task Order while Esri is providing EMCS, Esri will download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer. Customer will be responsible for any unpaid fees due through the date of termination.

8.0 ESRI ENTERPRISE ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a confirmation email or document received from Customer that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate.
- b. **"Authorized EEAP Contact"** means the Customer point of contact for EEAP identified below.
- c. **"EEAP"** means the Esri Enterprise Advantage Program as described in this Section.
- d. **"Learning and Services Credits"** means credits that Customer may use in exchange for Professional Services, Training, PSS, EMCS, or related travel expenses as described below.
- e. **"PSS"** means Premium Support Services, which is a prioritized incident management and technical support program, further described at <http://support.esri.com/en/support/premium>.
- f. **"Technical Advisor"** means an Esri advisor assigned to work with Customer to provide Professional Services comprising advising on GIS strategies, facilitating annual account planning, developing a collaborative technical work plan, and proactively coordinating the provision of Services and Esri Offerings under EEAP.

8.2 EEAP Description. The Esri Enterprise Advantage Program is provided on an order-by-order, annual subscription basis. The Esri Enterprise Advantage Program is a menu of Professional Services, Training, PSS, and EMCS that provides Customer with the flexibility to select the components that best meet its needs. The current Esri Enterprise Advantage Program is further described at www.esri.com/services/eeap/components, which may be changed from time to time. EEAP includes:

- a. **Technical Advisor.** Customer will receive up to the number of Technical Advisor hours ordered. Customer may elect to retain additional Technical Advisor hours for a supplemental price.
- b. **Annual Account Planning Session.** A 1-day annual account planning and review meeting is included.
- c. **Technical Work Plan.** A collaboratively developed document designed to drive the program's implementation through definition of Customer's geographic information system (GIS) vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the following website: <http://www.esri.com/services/eeap/components#learning>. Esri will provide the Authorized EEAP Contact with a monthly report outlining usage of Esri Enterprise Advantage Program Learning and Services Credits to date.
- e. **Quarterly Technology Webcast.** Esri will provide an email invitation to the Authorized EEAP Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.
- f. **No Development Services.** The Esri Enterprise Advantage Program is not designed for Esri to provide project-specific professional services such as custom application or database development for solutions or applications. If these types of professional services are required, Customer will need to enter into a separate Task Order for Professional Services.

8.3 Authorized EEAP Contact Information. Customer identifies the following person as its initial Authorized EEAP Contact.

(to be completed by Customer):

Contact Name: Michelle Fournier, Director of Special Projects.
 Telephone: 207-624-8868
 Address: 145 State House Station
 City, State, ZIP: Augusta, Maine 04330-0145
 Email: Michelle.Fournier@maine.gov

8.4 Current on Maintenance. Customer must remain current on standard Product Maintenance during the EEAP Term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its Account Manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit to Customer a Learning and Services Credit estimate by email for confirmation and authorization to use the Learning and Service Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an Activity Description. Esri will begin performance and deduct the amount quoted from the unused Learning and Services Credits available.

8.6 Activity Descriptions for EMCS. The Activity Description for EMCS orders must include the following:

- a. **The EMCS term**—The time period in which Esri provides the EMCS to Customer. The EMCS term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted system availability**—The minimum percentage of time that Customer has external access to the application and associated data content through the Internet. Examples of supported levels of system availability are 95%, 99%, and 99.9%. Not all EMCS offerings include a targeted system availability.
- c. **Number of anticipated requests**—A request is made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the EMCS environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of data storage**—The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications and/or Online Services.
- e. **Learning and Services Credits Consumption**—The price for the EMCS in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Customer may direct Esri to use Learning and Services Credits for travel and per diem expenses, or Customer will issue a purchase order and Esri will invoice Customer for the travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to discontinue work when the authorized credits are consumed.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Esri Enterprise Advantage Program will be subject to review and approval by Esri to ensure alignment with the intent of the program.

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

8.11 Invoicing

- a. Esri shall invoice Customer as quoted for the EEAP subscription, additional Learning and Services Credits, or Technical Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the EEAP subscription expiration date. Esri will extend the EEAP subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Technical Advisor services upon receipt of Customer's order.
- b. Pricing for annual program renewals and new or additional Esri service offerings will be in accordance with the MPA Price List at the time of purchase or renewal.
- c. For Esri travel-related expenses, Customer may elect to do one of the following: (1) use Learning and Services Credits to pay for Esri travel-related expenses including Esri's standard handling fee or (2) request a separate invoice for Esri's travel-related expenses including Esri's standard handling fee. Esri will invoice for all meals (excluding incidental expenses) on a per diem basis in accordance with the per diem rates specified on the government General Services Administration (GSA) website at <http://gsa.gov/>.

8.12 Termination and Expiration. Upon termination or expiration of an EEAP subscription:

- a. Technical Advisor, Annual Account Planning Session, and Activity Description services will end as of the expiration or termination date unless Customer renews its subscription;
- b. Unless either party terminates the EEAP subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the EEAP subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from their purchase date or termination of the EEAP agreement, whichever comes first; and
- c. Unless Esri terminates this EEAP subscription for Customer's breach, Customer retains the right to use any Training Materials.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be within the scope of this LASA. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this LASA.

"**API**" means application programming interface.

"**ArcGIS Website**" means <http://www.arcgis.com> and any related or successor websites.

"**Authorization Code(s)**" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offering.

"**Beta**" means any alpha, beta, or other prerelease Product.

"**Cloud Services**" means Online Services and EMCS.

"**Commercial ASP Use**" means use as a commercial application service provider; that is, to generate revenue by providing access to Software through a Value-Added Application; for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.

"**Content**" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software applications, software development kits (SDKs), APIs, software libraries, code samples, and other resources.

"**Control**" means having more than 50% of the voting stock or other voting interest in the Controlled entity.

"**Customer Content**" means any Content that Customer, Customer's end users, or any other user provides to Esri in connection with Customer's use of Esri Offerings; any results derived from the use of Customer Content with Esri Offerings; and any Value-Added Applications Customer builds and deploys with Products. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"**Data**" means any commercially available digital dataset(s), including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, that Esri bundles with other Esri Offerings or delivers independently. Data excludes any Content that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"**Deliverables**" means anything that Esri delivers to a Customer as a result of performance of Professional Services other than Products, Training, or Maintenance. Deliverables may include, but are not limited to, consulting services, software code, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies; methods, techniques, or know-how; technical assistance, processes, formulas, or algorithms; designs; data dictionaries and models; compilations; schematics; documentation; specifications; drawings; flowcharts; briefings; or test or quality control procedures.

"**Documentation**" means all user reference documentation that is delivered with the Product.

"**Esri Managed Cloud Services**" or "**EMCS**" means a single-tenant hardware, Software, Data and network platform, and related system monitoring and support services that Esri provides to house and make Customer Content available to Customer or Customer's end users via the Internet.

"**Esri Offering(s)**" means any Product, Maintenance, or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Training Materials and Deliverables.

"**GIS**" means geographic information systems.

"**Maintenance**" means a subscription program entitling the Customer to Product updates and other benefits such as access to technical support and access to self-paced, web-based learning resources.

"**Malicious Code**" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial-of-service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"**Named User**" is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique secure named user login credential (identity) enabling access to a Product that requires such identity in order to enable access to identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.

"**Named User Credential**" means an individual person's login and associated password enabling that person to access and use Products.

"**Named User License or Subscription**" means a license or subscription for use by a single Named User.

"**Online Content**" means Content hosted or provided by Esri as part of Online Services, including any map services, task services, image services, SDKs, APIs, software libraries, code samples, and other resources, but excluding Content provided by third parties that Customer accesses through Online Services.

"**Online Services**" means any commercially available, Internet-based geospatial system, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"**Ordering Document(s)**" means a sales quotation, Maintenance renewal quote, delivery order, purchase order, proposal, or other document identifying the Products or Services that Customer orders.

"**Perpetual License**" means a license to use a version of the Product, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this LASA.

"**Personal Use**" means personal, noncommercial use by an individual Customer. Personal Use excludes use for the benefit of any third party, including commercial, educational, governmental or nonprofit entities.

"**Product(s)**" means Software, Data, and Cloud Services licensed or subscribed to under the terms of this LASA.

"**Professional Services**" means any development or consulting services that Esri provides to Customer.

"**Sample(s)**" means sample code, sample applications, add-ons, or sample extensions of Products.

"**Services**" means the technical support provided under Maintenance. If Esri provides Training or Professional Services directly to Customer, then Services also include Training and Professional Services.

"**Software**" means all or any portion of Esri's proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"**Term License**" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.

"**Training**" means instructor-led training and coaching services for the use of Esri's GIS Software.

"Training Materials" means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, and exams.

"Value-Added Application" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this LASA. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this LASA.

ARTICLE 1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this LASA, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Esri Offerings;
- b. Use Esri Offerings for Commercial ASP Use or service bureau purposes;
- c. Distribute or provide direct access to Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- d. Distribute Authorization Codes to third parties;
- e. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- f. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- g. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or regulation;
- h. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Esri Offerings, output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation;
- i. Unbundle or independently use individual or component parts of Esri Offerings;
- j. Incorporate any portion of the Esri Offerings into a third-party product or service that competes with the Esri Offerings;
- k. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- l. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any part of the Esri Offerings to open-source or open-database license terms that require any part of the Esri Offerings to be
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE 2—TERM AND TERMINATION

This LASA is effective upon acceptance. Customer may terminate this LASA or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid or to terminate pending Services engagements without further liability as may be agreed to by the parties. Either party may terminate this LASA or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this LASA for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this LASA continue under the terms of this LASA.

If Esri terminates this LASA following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions in Esri Offerings. If Customer terminates this LASA for any reason, then Customer may, at its election, also terminate Customer's licenses or subscriptions in Esri Offerings.

Upon any termination of a license or subscription, Customer will

- a. Stop accessing and using the terminated Esri Offerings;
- b. Clear any client-side data cache derived from the terminated Online Services; and
- c. Stop using, uninstall, remove, and destroy all copies of affected Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under the LASA. This LASA terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE 3—LIMITED WARRANTIES AND DISCLAIMERS

3.1 Limited Warranties. Esri warrants:

- a. For a period of 90 days,
 1. Software will substantially conform to the Documentation under normal use and all media will be free from defects in materials and workmanship from the date of delivery;
 2. Training Materials will substantially conform to Esri's published course descriptions from the date of delivery;
 3. Services will substantially conform to the professional and technical standards of the software industry from the date of performance; and
 4. Deliverables provided on a firm-fixed price basis will substantially conform to the specifications set forth in the agreed-upon Ordering Document from the date of acceptance.
- b. During the applicable subscription term,
 1. Online Services will substantially conform to the Documentation under normal use;
 2. Maintenance will substantially conform to the professional and technical standards of the software industry; and
 3. EMCS will conform to the scope, descriptions, and assumptions for EMCS set forth in the Ordering Document.

3.2 Special Disclaimer. Content, Data, samples, hot fixes, patches, updates, Online Services provided at no charge, and evaluation and Beta Products are delivered "as is" and without warranty of any kind.

3.3 General Disclaimer. Except for the express limited warranties set forth in this LASA, 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. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

3.4 Disclaimers

- a. *Internet Disclaimer.* Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Online Services.
- b. *Third-Party Content and Websites.* Esri is not responsible for any third-party website or Content that appears in or is referenced by Esri Offerings and Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be limited, at Esri's sole discretion, to (i) replace any defective media; (ii) repair, correct, or provide a workaround for the applicable Esri Offering or Services; or (iii) return the fees paid by Customer for Esri Offerings or Services that do not meet Esri's limited warranties, provided that Customer uninstalls, removes, and destroys all copies of the applicable Esri Offerings; ceases accessing and using the applicable Cloud Services; and executes and delivers evidence of such actions to Esri or its authorized distributor.

ARTICLE 4—LIMITATION OF LIABILITY

4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages, including lost profits, lost sales, or loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license or subscription fees paid or owed to Esri for the Esri Offerings giving rise to the cause of action.

4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, Esri's general indemnification obligations, either party's gross negligence, willful misconduct, or violations of the Export Compliance clause of this LASA or any applicable law or regulation. This section 4.2 is not intended to waive, nor to be construed as a waiver of, the State's immunity as provided in the Maine Tort Claims Act.

4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this LASA in reliance on the disclaimers and limitations in this LASA; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

4.4 The foregoing warranties, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE 5—INDEMNIFICATIONS

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "Claim" means any claim, action, or demand by a third party.
- b. "Indemnitees" means Customer and its directors, officers, and employees.
- c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to Esri Offerings or Services infringe a US patent, copyright, trademark, or trade secret.
- d. "Loss(es)" means out-of-pocket loss, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

5.2 Infringement Indemnity

- a. Esri will defend and hold all Indemnitees harmless from any Infringement Claim and indemnify any Loss arising out of an Infringement Claim as set forth in the following paragraphs.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or (ii) modify the Esri Offerings while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings and will refund any (a) applicable Services fees; (b) license fees that Customer paid for the infringing Esri Offerings acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery; or (c) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings with a product, process, system, or element that Esri has not supplied or specified in its Documentation; (ii) Esri Offerings' alteration by anyone other than Esri or its

subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings.

5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or property damage (excluding databases not covered under a reasonable backup program) 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 performing Services while on Customer's site.

5.4 Conditions for Indemnification. As conditions for indemnification, Indemnatee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense. Notwithstanding the foregoing, failure to give prompt notice shall not relieve Esri of its indemnity obligations, unless such failure substantially and prejudicially affects Esri's ability to effectively defend a Claim.

5.5 This Section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim.

ARTICLE 6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

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

ARTICLE 7—SECURITY AND COMPLIANCE

7.1 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access, transfer, or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Esri will not perform Services or provide Esri Offerings related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively, until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying and obtaining an export license if needed.

7.2 Security. Esri publishes its security capabilities at <http://doc.arcgis.com/en/trust/security/security-overview.htm>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable

administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share controlled Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations.

ARTICLE 8—CLOUD SERVICES INTERRUPTIONS, TAKEDOWNS, AND SUSPENSIONS

8.1 Prohibited Uses. Customer may not access or use Cloud Services to

- a. Spam, spoof, or phish email; transmit junk email or offensive or defamatory material; or stalk or make threats of physical harm;
- b. Store or transmit any Malicious Code;
- c. Violate any law or regulation;
- d. Infringe or misappropriate the rights of any third party;
- e. Probe, scan, or test the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services; or
- f. Benchmark the availability, performance, or functionality of Cloud Services for competitive purposes.

8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Online Services. Esri may not be able to provide advance notice of such interruptions.

8.3 Removal of Customer Content. Esri may remove or delete any portions of Customer Content if there is reason to believe that uploading Customer Content to, or using it with, Cloud Services violates this LASA. If reasonable under these circumstances, Esri will notify Customer before Customer Content is removed. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at http://www.esri.com/legal/dmca_policy.

8.4 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this LASA and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damage, liabilities, or losses that may result from any interruption or suspension of Online Services or removal of Customer's content as described above.

ARTICLE 9—GENERAL PROVISIONS

9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice.

9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that the Customer provides to Esri.

9.3 Patents. Customer 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 Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

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

9.5 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this LASA. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 7 business days' written notice, or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

9.6 No Implied Waivers. The failure of either party to enforce any provision of this LASA will not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

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

9.8 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this LASA without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This LASA will be binding on the respective successors and assigns of the parties to this LASA. Notwithstanding, a contractor under contract to the government to deliver Products may assign this LASA and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this LASA.

9.9 Survival of Terms. The Glossary of Terms and provisions of Articles 3, 4, 5, and 9 of these General Terms and Conditions will survive the expiration or termination of this LASA.

9.10 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this LASA. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this LASA under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this LASA strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. LASA provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of the Products under applicable public procurement law, such rights will extend only to the portions affected.

9.11 Governing Law. US federal law and the law of the State of Maine govern this LASA, excluding their respective choice of law principles. This LASA is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

9.12 Dispute Resolution. Any dispute arising out of or relating to this LASA or the breach thereof that cannot be settled through negotiation shall be finally settled by a court of competent jurisdiction in the State of Maine. Either party will 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 proving injury as a condition for relief.

9.13 Force Majeure. A party will not be liable for any failure of or delay in the performance of this LASA for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

9.14 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this LASA creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

9.15 Notice. Customer may send notices required under this LASA to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn: Contracts & Legal Department
380 New York Street
Redlands, CA 92373-8100
USA

Tel.: 909-793-2853
Email: LegalNotices@esri.com

**ATTACHMENT C
SAMPLE TASK ORDER**

Esri Agreement No. _____

Task Order No. _____

In accordance with the terms and conditions of the above-referenced agreement between Environmental Systems Research Institute, Inc. ("Esri"), and _____ ("Customer"), _____ ("Customer Address"), this Task Order authorizes preparation and provision of the Services Output and/or Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: *[As applicable, specifically identify and describe Deliverables including custom code, map data, and technical data (including technical assistance) and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data), and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Customer Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: *[insert name, telephone, fax, and email address]*
Esri Senior Contract Administrator: *[insert name, telephone, fax, and email address]*
Customer Project Manager: *[insert name, telephone, fax, and email address]*
Customer Senior Contract Administrator: *[insert name, telephone, fax, and email address]*
Customer Accounts Payable Contact: *[insert name, telephone, fax, and email address]*

ACCEPTED AND AGREED:

[sample only—do not sign]

(Customer)

Signature: *[sample only—do not sign]* _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: *[sample only—do not sign]* _____

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT D
TIME AND MATERIALS RATE SCHEDULE**

Effective January 1, 2017

Hourly time and materials labor rates have been provided for each labor category for calendar year 2017. The hourly labor rates for services that are performed after January 1, 2018 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Esri reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours. Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percentage completed.

GIS Technical Specialist/Engineer (S1)

Hourly Rate: \$219

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2)

Hourly Rate: \$284

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in Esri COTS software products; web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

Senior GIS System/Software Architect (S3)

Hourly Rate: \$348

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1)**Hourly Rate: \$266**

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2)**Hourly Rate: \$335**

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3)**Hourly Rate: \$442**

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

GIS Database Specialist/Analyst (DB)**Hourly Rate: \$185**

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.

ADDENDUM 1
PRODUCT-SPECIFIC TERMS OF USE

SOFTWARE

The following table identifies additional terms of use that apply to specific Software. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of the LASA. The definitions for each footnote follow the table. Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

<p>Desktop Products</p> <ul style="list-style-type: none"> ▪ ArcGIS Desktop (Advanced, Standard, or Basic) (26) ▪ ArcGIS Earth (65) ▪ ArcGIS Explorer Desktop (20) ▪ ArcGIS for AutoCAD (20) ▪ ArcPad (13) ▪ ArcReader (20) ▪ ArcGIS for Windows Mobile (15; 54) ▪ ArcGIS for Personal Use (3, 26) <p>Server Products</p> <ul style="list-style-type: none"> ▪ ArcGIS Enterprise <ul style="list-style-type: none"> – Standard or Advanced (21; 31) – Workgroup Standard or Advanced (21; 28; 29; 30; 32) – ArcGIS GIS Server (Standard or Advanced) (31) – ArcGIS GIS Server Basic (39) – ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30; 32) – ArcGIS GIS Server Workgroup Basic (39) – ArcGIS GIS Server Extension – ArcGIS Maritime: Server (2) – ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server (4) ▪ Esri Business Analyst Server <ul style="list-style-type: none"> – Workgroup (28; 29; 30; 31; 39) – Enterprise (31; 39) ▪ World Geocoder for ArcGIS Basic (67) 	<p>Developer Tools</p> <ul style="list-style-type: none"> ▪ AppStudio for ArcGIS Standard (11, 16, 19) ▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19) ▪ ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18) ▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26) ▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26) ▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66) ▪ ArcGIS Developer Subscription (24; 26) ▪ Esri File Geodatabase API (47) <p>Other</p> <ul style="list-style-type: none"> ▪ Navigator for ArcGIS (14)
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Footnotes:

1. Reserved.
2. Not for use in navigation.
3. Licensed for Personal Use only.
4. When used with ArcGIS Enterprise Workgroup
 - Limited to 1 four-core server.
 - Can be installed on a separate machine.
- 5–10. Reserved.
11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. Reserved.

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 time.
14. May be used for navigational purposes.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use the Value-Added Applications anywhere not prohibited under export regulation.
17. Reserved.
18. The Deployment License is per Value-Added Application per computer for stand-alone applications.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Customer may reproduce and distribute the Software provided all the following occur:
 - a. The Software is reproduced and distributed in its entirety;
 - b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as this LASA, 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. Customer may build a Value-Added Application(s) for use by Customer's Named Users. Customer may not embed a Named User credential into a Value-Added Application. Customer may not embed or use App Login Credentials in Value-Added Applications. Value-Added Applications require Named User login credentials.
22.
 - a. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
 - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.
23. Reserved.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Value-Added Applications and map caches can be used with Staging and Deployment ArcGIS Enterprise servers. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Extend or higher plan subscriptions; all other Software is licensed as a Single Use License.
25. Reserved.
26. A Personal Edition geodatabase is restricted to 10 gigabytes of Customer's data.
27. Reserved.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of 10 gigabytes of Customer's data.
31. Customer may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational (active-passive failover). The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.
- 33–38. Reserved.
39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic (Workgroup or Enterprise).
- 40–46. Reserved.

- 47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.
- 48–53. Reserved.
- 54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS Enterprise (Advanced or Standard), ArcGIS Enterprise Workgroup (Advanced), ArcGIS Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.
- 55–63. Reserved.
- 64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
- 65. Can only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Product(s).
- 66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.
- 67. Limited to 250,000,000 geocodes per annual subscription.

ONLINE SERVICES

The following table identifies additional terms of use that apply to specific Online Services. Each Product listing identifies one or more footnotes that apply to that Product. The definitions for each footnote follow the table. Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

<ul style="list-style-type: none"> ▪ ArcGIS Online subscriptions are available through multiple Selling Programs: <ul style="list-style-type: none"> – Commercial Retail, EAs; Government Programs (1; 2; 3; 11; 12; 14; 20) – Education Program (1; 2; 8; 10; 14; 19) – Non-Profit Program (1; 2; 8; 14; 19; 20) ▪ ArcGIS Online Developer Deployment subscriptions are available through multiple Selling Programs: <ul style="list-style-type: none"> – Commercial Retail, EAs; Government Programs <ul style="list-style-type: none"> ▪ Free Subscription (1; 8; 9; 10; 13; 19; 20) ▪ Paid Subscription (1; 8; 9; 10; 11; 13; 20) – Education, NGO/NPO, Press/Media Programs <ul style="list-style-type: none"> ▪ Free Subscription (1; 3; 4; 5; 6; 9; 10; 13; 19) ▪ Paid Subscription (1; 3; 4; 5; 6; 9; 10; 13; 19) – NGO/NPO, Press/Media Programs <ul style="list-style-type: none"> ▪ Free Subscription (1; 3; 4; 5; 6; 9; 10; 13; 19; 20) ▪ Paid Subscription (1; 3; 4; 5; 6; 9; 10; 13; 19; 20) ▪ Public Plan <ul style="list-style-type: none"> – Commercial Retail, EAs; Government; NGO/NPO; Press/Media Programs (1; 4; 5; 6; 7; 9; 10; 15; 19; 20) – Education Programs (1; 4; 5; 6; 7; 9; 10; 15; 19) 	<ul style="list-style-type: none"> ▪ Esri Business Analyst Online (16) ▪ Esri Business Analyst Online Mobile (16) ▪ Esri Community Analyst (16) ▪ Esri MapStudio (17)
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Footnotes:

1. In addition to the common terms of use of Online Services:
 - a. Customer may use Customer's Esri Online Services subscription to build a Value-Added Application(s) for Customer's internal use.
 - b. Customer may also provide access to Customer's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Customer may allow Anonymous Users to access Customer's Value-Added Application(s).
 - ii. Customer shall not add third parties as Named Users to Customer's ArcGIS Online subscription for the purpose of allowing third parties to access Customer's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Customer shall not provide a third party with access to ArcGIS Online Services enabled through Customer's ArcGIS Online subscription other than through Customer's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Customer is solely responsible for providing technical support for Customer's Value-Added Application(s).
 - v. Customer may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. Customer must include attribution acknowledging that

Amendment No. 1

Agreement No. 323134


esri

 THE
SCIENCE
OF
WHERE

This Amendment No. 1 is entered into by and between the **The State of Maine ("State")** and **Environmental Systems Research Institute, Inc.** (hereinafter referred to as "**Esri**").

WHEREAS, Esri and the State entered into an Enterprise License Agreement with an effective date of July 1st, 2017 (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Enterprise License Terms and Conditions of the Agreement to allow for uncapped deployment of certain items;

NOW THEREFORE, the parties agree to the following:

1. Amend the Appendix A-Products and Deployment Schedule Table A-1 EA Products-Uncapped Quantities with the following changes shown in ***bold italics***:

Product	Total Qty.
ArcGIS Desktop: ArcGIS Desktop Advanced, Standard, and Basic (single use <i>and concurrent use</i>)	<i>Uncapped</i>
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (single use <i>and concurrent use</i>)	<i>Uncapped</i>

Except as may be specifically modified by this Amendment No. 1, all other terms and conditions of the Agreement 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 Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the date of the last party to sign below.

STATE OF MAINE

51 Commerce Drive, Augusta Maine 04330

By: [Signature]
Authorized Signature

Printed Name: James R. Smith

Title: Chief Information Officer

Date: January 19, 2018

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: [Signature]
Authorized Signature

Printed Name: TIMOTHY BRAZEAU

Title: Manager, Commercial & Government Contracts

Date: 1-17-2018

its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.

- vi. Customer may not embed a Named User credential into a Value-Added Application. An App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Customer may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.
 - c. World Geocoding Service: Customer may not store the geocoded results generated by the service without an ArcGIS Online subscription.
 - d. Infographics Service: Customer may use the data accessible through this service for display purposes only. Customer is prohibited from saving any data accessible through this service.
- 2. May be used for any business purpose of the Customer's organization.
 - 3. May be used for development and test purposes for the Customer's organization.
 - 4. May be used for teaching purposes in educational organizations.
 - 5. May be used for the benefit of the Customer's qualified NGO/NPO organization.
 - 6. May be used for the benefit of press or media organizations.
 - 7. May be used for personal use.
 - 8. Subscriber's Value-Added Applications must be published for public access.
 - 9. May not be used for the benefit of a for-profit or government organization.
 - 10. Customer is not permitted to create private groups or participate in any private groups.
 - 11. Customer may make Value-Added Applications available to third parties for a fee.
 - 12. Customer may use this subscription to create or participate in private groups.
 - 13. Each subscription is limited to 1,000,000 basemap and 1,000,000 geosearch Transactions per month in conjunction with Customer's subscription. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.
 - 14. Each subscription is limited to a combined 50,000,000 basemap and geosearch Transactions per month. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.
 - 15. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student, for teaching purposes only.
 - 16. Customer may not display or post any combination of more than 100 Esri Business Analyst Online or Community Analyst Reports and maps on Customer's external websites.
 - 17. Customer may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data.
 - 18. Reserved.
 - 19. Customer may not make Value-Added Applications available to third parties for a fee.
 - 20. Licensee is not permitted to be the licensee for or on behalf of a third party.

**ESRI MPA PRICE LIST
(E416M-1Q2017)**

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 - (b) Some products have prerequisites and interdependencies so that one may not be purchased, or may not be functional, without prior or simultaneous purchase of another product. For example, Software upgrades can only be licensed by customers who have already acquired the corresponding earlier version of the Software, and extension Software is only functional in combination with the corresponding core Software. If you have questions regarding your configuration, please contact your Esri representative for additional information.
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 - (d) Some items are not offered to all potential customers. For example, certain Software upgrades are only offered to customers who have acquired the most recent versions of the Software, and local government licenses are only offered to local government customers.
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4. New Software releases for most Software products are provided exclusively through maintenance programs. In these cases, Software upgrades are not sold separately.

**State of Maine
MPA Price List
E416M-1Q2017**

Section	Description	Price
ArcGIS Desktop Pricing		
1	ArcGIS Desktop - Concurrent Use* - Perpetual License Prices	
	ArcGIS Desktop Advanced Concurrent Use License	\$9,405.00
	ArcGIS Desktop Standard Concurrent Use License	\$6,650.00
	ArcGIS Desktop Basic Concurrent Use License	\$3,325.00
1	ArcGIS Desktop - Concurrent Use - Maintenance Prices	
	Primary Maintenance for ArcGIS Desktop Advanced Concurrent Use License	\$3,000.00
	Secondary Maintenance for ArcGIS Desktop Advanced Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS Desktop Standard Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcGIS Desktop Standard Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS Desktop Basic Concurrent Use License	\$700.00
	Secondary Maintenance for ArcGIS Desktop Basic Concurrent Use License	\$500.00
1	ArcGIS Desktop Core Extensions - Concurrent Use* - Perpetual License Prices	
	ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$2,375.00
	ArcGIS 3D Analyst for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Publisher for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Data Interoperability for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Network Analyst for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Schematics for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Workflow Manager for Desktop Concurrent Use License	\$2,375.00
	ArcGIS Data Reviewer for Desktop Concurrent Use License	\$2,375.00
1	ArcGIS Desktop Core Extensions - Concurrent Use - Maintenance Prices	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$500.00

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$200.00
1	ArcGIS Desktop - Single Use - Perpetual License Prices	
	ArcGIS Desktop Advanced Single Use License	\$9,405.00
	ArcGIS Desktop Standard Single Use License	\$6,650.00
	ArcGIS Desktop Basic Single Use License	\$1,425.00
1	ArcGIS Desktop - Single Use - Maintenance Prices	
	Primary Maintenance for ArcGIS Desktop Advanced Single Use License (core only)	\$3,000.00
	Secondary Maintenance for ArcGIS Desktop Advanced Single Use License (core only)	\$1,200.00
	Primary Maintenance for ArcGIS Desktop Standard Single Use License (without extensions)	\$1,500.00
	Secondary Maintenance for ArcGIS Desktop Standard Single Use License (without extensions)	\$1,200.00
	Primary Maintenance for ArcGIS Desktop Standard Single Use License (with extensions)	\$2,100.00
	Secondary Maintenance for ArcGIS Desktop Standard Single Use License (with extensions)	\$1,800.00
	Primary Maintenance for ArcGIS Desktop Basic Single Use License (core only)	\$400.00
	Secondary Maintenance for ArcGIS Desktop Basic Single Use License (core only)	\$300.00
	Primary Maintenance for ArcGIS Desktop Basic Single Use License (core plus extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS Desktop Basic Single Use License (core plus extensions)	\$900.00
1	ArcGIS Desktop Extensions - Single Use - Perpetual License Prices	
	ArcGIS Spatial Analyst for Desktop Single Use License	\$2,375.00
	ArcGIS 3D Analyst for Desktop Single Use License	\$2,375.00
	ArcGIS Geostatistical Analyst for Desktop Single Use License	\$2,375.00
	ArcGIS Publisher for Desktop Single Use License	\$2,375.00
	ArcGIS Tracking Analyst for Desktop Single Use License	\$2,375.00
	ArcGIS Data Interoperability for Desktop Single Use License	\$2,375.00
	ArcGIS Network Analyst for Desktop Single Use License	\$2,375.00
	ArcGIS Schematics for Desktop Single Use License	\$2,375.00
	ArcGIS Workflow Manager for Desktop Single Use License	\$2,375.00
	ArcGIS Data Reviewer for Desktop Single Use License	\$2,375.00
	ArcGIS Desktop All Extensions Bundle Single Use License	\$7,125.00
1	ArcGIS Desktop Extensions - Single Use - Maintenance Prices	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$500.00

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Desktop All Extensions Bundle Single Use License	\$1,500.00
	Secondary Maintenance for ArcGIS Desktop All Extensions Bundle Single Use License	\$600.00
1	ArcGIS Desktop - Single Use - Term License Prices	
	ArcGIS for Desktop Advanced Single Use Term License	\$3,990.00
	ArcGIS for Desktop Standard Single Use Term License	\$2,850.00
	ArcGIS for Desktop Basic Single Use Term License	\$760.00
1	ArcGIS Desktop Extensions - Single Use - Term License Prices	
	ArcGIS 3D Analyst for Desktop Single Use Term License	\$570.00
	ArcGIS Data Interoperability for Desktop Single Use Term License	\$570.00
	ArcGIS Geostatistical Analyst for Desktop Single Use Term License	\$570.00
	ArcGIS Network Analyst for Desktop Single Use Term License	\$570.00
	ArcGIS Publisher for Desktop Single Use Term License	\$570.00
	ArcGIS Schematics for Desktop Single Use Term License	\$570.00
	ArcGIS Spatial Analyst for Desktop Single Use Term License	\$570.00
	ArcGIS Tracking Analyst for Desktop Single Use Term License	\$570.00
	ArcGIS Data Reviewer for Desktop Single Use Term License	\$570.00
	ArcGIS Workflow Manager for Desktop Single Use Term License	\$570.00
	ArcGIS Desktop All Extensions Bundle Single Use Term License	\$1,710.00
1	ArcGIS Upgrades	
	ArcGIS for Desktop Basic Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,900.00
1	Upgrade from One ArcGIS Product to Another	
	ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$5,225.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$5,225.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,980.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,980.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$3,325.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$6,080.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$6,080.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,755.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,755.00
Specialized ArcGIS Desktop Applications		
2	Esri Roads and Highways - Concurrent Use* and Single Use - Perpetual License Prices	
	Esri Roads and Highways for Desktop Concurrent Use License	\$9,500
	Esri Roads and Highways for Desktop Single Use License	\$9,500
2	Esri Roads and Highways - Maintenance Prices	
	Annual Maintenance for Esri Roads and Highways for Desktop Concurrent Use License	\$2,500
2	Esri Roads and Highways - Single Use - Term License Prices	
	Esri Roads and Highways for Desktop Single Use License	\$5,700

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

2	Pipeline Referencing - Single Use - Perpetual License Prices	
	ArcGIS Pipeline Referencing for Desktop Single Use License	\$9,500.00
2	Pipeline Referencing - Maintenance Prices	
	ArcGIS Pipeline Referencing for Desktop Single Use Maintenance	\$2,500.00
2	Pipeline Referencing - Single Use - Term Prices	
	ArcGIS Pipeline Referencing for Desktop Single Use Term License	\$5,700.00
2	Mapping and Charting Solutions - Concurrent Use* - Perpetual License Prices	
	Esri Production Mapping Concurrent Use License	\$9,500.00
	Esri Defense Mapping Concurrent Use License	\$9,500.00
	ArcGIS for Aviation: Airports Concurrent Use License	\$4,750.00
	ArcGIS for Aviation: Charting Concurrent Use License	\$9,500.00
	ArcGIS for Maritime: Charting Concurrent Use License	\$9,500.00
	ArcGIS for Maritime: Bathymetry Concurrent Use License	\$4,750.00
2	Mapping and Charting Solutions - Single Use - Perpetual License Prices	
	Esri Production Mapping Single Use License	\$9,500.00
	Esri Defense Mapping Single Use License	\$9,500.00
	ArcGIS for Aviation: Airports Single Use License	\$4,750.00
	ArcGIS for Aviation: Charting Single Use License	\$9,500.00
	ArcGIS for Maritime: Charting Single Use License	\$9,500.00
	ArcGIS for Maritime: Bathymetry Single Use License	\$4,750.00
2	Mapping and Charting Solutions - Maintenance Prices	
	Annual Maintenance for Esri Production Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Aviation: Airports Concurrent Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Aviation: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Concurrent Use License	\$1,250.00
	Annual Maintenance for Esri Production Mapping Single Use License	\$2,500.00
	Annual Maintenance for Esri Defense Mapping Single Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Aviation: Airports Single Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Aviation: Charting Single Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Charting Single Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Single Use License	\$1,250.00
2	Mapping and Charting Solutions Bundles - Concurrent Use* - Perpetual License Prices	
	ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$9,975.00
	ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$17,765.00
	ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$17,765.00
	ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$11,875.00
2	Mapping and Charting Solutions Bundles - Single Use - Perpetual License Prices	
	ArcGIS for Aviation: Airports Bundle Single Use License	\$9,975.00
	ArcGIS for Aviation: Charting Bundle Single Use License	\$17,765.00
	ArcGIS for Maritime: Charting Bundle Single Use License	\$17,765.00
	ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$11,875.00
2	Mapping and Charting Solutions Bundles - Maintenance Prices	
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$2,750.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$6,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$6,000.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$3,250.00

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Single Use License	\$2,750.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Single Use License	\$6,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Single Use License	\$6,000.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$3,350.00
2	Mapping and Charting - Single Use - Term License Prices	
	ArcGIS for Aviation: Airports Single Use License	\$2,850.00
	ArcGIS for Maritime: Bathymetry Single Use License	\$2,850.00
	ArcGIS for Aviation: Charting Single Use License	\$5,700.00
	ArcGIS for Maritime: Charting Single Use License	\$5,700.00
	Esri Production Mapping Single Use License	\$5,700.00
	Esri Defense Mapping Single Use License	\$5,700.00
2	Esri CityEngine - Concurrent Use* and Single Use - Perpetual License Prices	
	Esri CityEngine Advanced Concurrent Use* License	\$3,800.00
	Esri CityEngine Advanced Single Use License	\$3,800.00
	Esri CityEngine Basic Single Use License	\$475.00
2	Esri CityEngine - Maintenance Prices	
	Primary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Concurrent Use License	\$675.00
	Primary Maintenance for Esri CityEngine Advanced Single Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Advanced Single Use License	\$675.00
	Primary Maintenance for Esri CityEngine Basic Single Use License	\$100.00
	Secondary Maintenance for Esri CityEngine Basic Single Use License	\$85.00
2	Esri CityEngine Product Upgrades	
	Esri CityEngine Advanced Concurrent Use or Single Use License Upgrade from Basic Single Use License	\$3,325.00
ArcGIS Server Pricing		
3	ArcGIS Enterprise - Perpetual License Prices	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores License	\$38,000.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores License	\$19,000.00
	ArcGIS Enterprise Workgroup Advanced Up to Two Cores License	\$9,500.00
	ArcGIS Enterprise Workgroup Standard Up to Two Cores License	\$4,750.00
3	ArcGIS Enterprise - Maintenance Prices	
	ArcGIS Enterprise Advanced Up to Four Cores Maintenance	\$10,000.00
	ArcGIS Enterprise Standard Up to Four Cores Maintenance	\$5,000.00
	ArcGIS Enterprise Workgroup Advanced Up to Two Cores Maintenance	\$2,500.00
	ArcGIS Enterprise Workgroup Standard Up to Two Cores Maintenance	\$1,250.00
3	ArcGIS Enterprise - Term License Prices	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores 365 Day Term License	\$22,800.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores 365 Day Term License	\$11,400.00
	ArcGIS Enterprise Workgroup Advanced Up to Four Cores 365 Day Term License	\$11,400.00
	ArcGIS Enterprise Workgroup Standard Up to Four Cores 365 Day Term License	\$5,700.00
3	ArcGIS GIS Server - Perpetual License Prices	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$38,000.00
	ArcGIS GIS Server Advanced (Windows) Additional Core License	\$9,500.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$19,000.00
	ArcGIS GIS Server Standard (Windows) Additional Core License	\$4,750.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores License	\$9,500.00
	ArcGIS GIS Server Basic (Windows) Additional Core License	\$2,375.00
	ArcGIS GIS Server Workgroup Advanced Up to Two Cores License	\$9,500.00

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	ArcGIS GIS Server Workgroup Advanced Additional Core License	\$4,750.00
	ArcGIS GIS Server Workgroup Standard Up to Two Cores License	\$4,750.00
	ArcGIS GIS Server Workgroup Standard Additional Core License	\$2,375.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores License	\$4,750.00
3	ArcGIS GIS Server - Maintenance Prices	
	ArcGIS GIS Server Advanced Up to Four Cores Maintenance	\$10,000.00
	ArcGIS GIS Server Advanced Additional Cores Maintenance	\$2,500.00
	ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$5,000.00
	ArcGIS GIS Server Standard Additional Cores Maintenance	\$1,250.00
	ArcGIS GIS Server Basic Up to Four Cores Maintenance	\$3,000.00
	ArcGIS GIS Server Basic Additional Cores Maintenance	\$750.00
	ArcGIS GIS Server Workgroup Advanced Up to Two Cores Maintenance	\$2,500.00
	ArcGIS GIS Server Workgroup Advanced Additional Core Maintenance	\$1,250.00
	ArcGIS GIS Server Workgroup Standard Up to Two Cores Maintenance	\$1,250.00
	ArcGIS GIS Server Workgroup Standard Additional Core Maintenance	\$625.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores Maintenance	\$1,250.00
3	ArcGIS GIS Server - Term License Prices	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$22,800.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$11,400.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$4,465.00
	ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$5,700.00
	ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$2,850.00
	ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$1,116.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$11,400.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$5,700.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$2,185.00
	ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$2,850.00
	ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$1,425.00
	ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$546.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores 365 Day Term License	\$5,700.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores 90 Day Term License	\$2,850.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores 30 Day Term License	\$1,140.00
	ArcGIS GIS Server Basic (Windows) Additional Core 365 Day Term License	\$1,425.00
	ArcGIS GIS Server Basic (Windows) Additional Core 90 Day Term License	\$713.00
	ArcGIS GIS Server Basic (Windows) Additional Core 30 Day Term License	\$285.00
3	ArcGIS GIS Server Workgroup - Term License Prices	
	ArcGIS GIS Server Workgroup Advanced Up to Four Cores 365 Day Term License	\$11,400.00
	ArcGIS GIS Server Workgroup Advanced Up to Four Cores 90 Day Term License	\$5,700.00
	ArcGIS GIS Server Workgroup Advanced Up to Four Cores 30 Day Term License	\$2,185.00
	ArcGIS GIS Server Workgroup Standard Up to Four Cores 365 Day Term License	\$5,700.00
	ArcGIS GIS Server Workgroup Standard Up to Four Cores 90 Day Term License	\$2,850.00
	ArcGIS GIS Server Workgroup Standard Up to Four Cores 30 Day Term License	\$1,140.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores 365 Day Term License	\$2,850.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores 90 Day Term License	\$1,425.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores 30 Day Term License	\$570.00
ArcGIS Server Extension Prices		
3	ArcGIS Data Interoperability for ArcGIS GIS Server - Perpetual License Prices	
3	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$9,500.00

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,375.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$9,500.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,375.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,750.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,750.00
3	ArcGIS Data Interoperability for ArcGIS GIS Server - Maintenance Prices	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced Additional Core Maintenance	\$625.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard Additional Core Maintenance	\$625.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores Maintenance	\$1,250.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores Maintenance	\$1,250.00
3	ArcGIS Data Interoperability for ArcGIS GIS Server - Term License Prices	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,700.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,850.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,140.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,425.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$713.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$285.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,700.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,850.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,140.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,425.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$713.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$285.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,850.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,425.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$570.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,850.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,425.00

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$570.
3	ArcGIS Data Reviewer for ArcGIS GIS Server - Perpetual License Prices	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$9,500.
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,375.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$9,500.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,375.
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,750.
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,750.
3	ArcGIS Data Reviewer for ArcGIS GIS Server - Maintenance Prices	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores Maintenance	\$1,250.
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores Maintenance	\$1,250.
3	ArcGIS Data Reviewer for ArcGIS GIS Server - Term License Prices	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,700.
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,850.
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,140.
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,425.
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$713.
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$285.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,700.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,850.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,140.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,425.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$713.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$285.
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,850.
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,425.
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$570.
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,850.
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,425.
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$570.
3	Network Analyst for ArcGIS GIS Server - Perpetual License Prices	

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	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$9,500.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,375.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,750.00
3	Network Analyst for ArcGIS GIS Sever - Maintenance Prices	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Maintenance	\$625.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores Maintenance	\$1,250.00
3	Network Analyst for ArcGIS GIS Sever - Term License Prices	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,700.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,850.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,140.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,850.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,425.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$570.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,425.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$713.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$285.00
3	ArcGIS Pipeline Referencing for ArcGIS GIS Server - Perpetual License Prices	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$9,500.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,375.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$9,500.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,375.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores License	\$4,750.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores License	\$4,750.00
3	ArcGIS Pipeline Referencing for ArcGIS GIS Server - Maintenance Prices	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores Maintenance	\$1,250.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores Maintenance	\$1,250.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
3	ArcGIS Pipeline Referencing for ArcGIS GIS Server - Term License Prices	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,700.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,850.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,140.00

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	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,425.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$713.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$285.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,700.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,850.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,140.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,425.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$713.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$285.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores 365 Day Term License	\$2,850.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores 90 Day Term License	\$1,425.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores 30 Day Term License	\$570.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores 365 Day Term License	\$2,850.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores 90 Day Term License	\$1,425.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores 30 Day Term License	\$570.00
3	Workflow Manager for ArcGIS GIS Server - Perpetual License Prices	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$9,500.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,375.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$9,500.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,375.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,750.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,750.00
3	Workflow Manager for ArcGIS GIS Server - Maintenance Prices	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced Additional Core Maintenance	\$625.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard Additional Core Maintenance	\$625.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Up to Four Cores Maintenance	\$1,250.00
3	Workflow Manager for ArcGIS GIS Server - Term License Prices	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,700.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,850.00

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	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,140.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,425.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$713.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$285.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,700.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,850.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Core 30 Day Term License	\$1,140.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,425.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$713.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$285.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,850.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,425.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$570.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,850.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,425.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$570.00
3	ArcGIS for Maritime for ArcGIS GIS Server - Perpetual License Prices	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$9,500.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,375.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$9,500.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,375.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,750.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,750.00
3	ArcGIS for Maritime for ArcGIS GIS Server - Maintenance Prices	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Up to Four Cores Maintenance	\$1,250.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Up to Four Cores Maintenance	\$1,250.00
3	ArcGIS for Maritime for ArcGIS GIS Server - Term License Prices	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,700.00

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	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,850.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,140.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,425.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$713.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$285.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,700.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,850.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,140.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,425.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$713.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$285.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,850.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,425.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$570.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,850.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,425.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$570.00
3	Esri Defense Mapping for ArcGIS GIS Sever - Perpetual License Prices	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$9,500.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,375.00
	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,750.00
3	Esri Defense Mapping for ArcGIS GIS Sever - Maintenance Prices	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Up to Four Cores Maintenance	\$1,250.00
3	Esri Defense Mapping for ArcGIS GIS Sever - Term License Prices	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,700.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,850.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,140.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,425.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$713.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$285.00
	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,850.00
	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,425.00
	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$570.00
3	Esri Production Mapping for ArcGIS GIS Sever - Perpetual License Prices	

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	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$9,500.0
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,375.0
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$9,500.0
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,375.0
	Esri Production Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,750.0
	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard (Windows) Maximum Four Cores License	\$4,750.0
3	Esri Production Mapping for ArcGIS GIS Sever - Maintenance Prices	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.0
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.0
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.0
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.0
	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard (Windows) Up to Four Cores Maintenance	\$1,250.0
3	Esri Production Mapping for ArcGIS GIS Sever - Term License Prices	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,700.0
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,850.0
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,140.0
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,425.0
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$713.0
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$285.0
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,700.0
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,850.0
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,140.0
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,425.0
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$713.0
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$285.0
	Esri Production Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,850.0
	Esri Production Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,425.0
	Esri Production Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$570.0
	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,850.0

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	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,425.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$570.00
3	Esri Roads and Highways for ArcGIS GIS Server - Perpetual License Prices	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$9,500.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,375.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$9,500.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,375.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,750.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,750.00
3	Esri Roads and Highways for ArcGIS GIS Server - Maintenance Prices	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Up to Four Cores Maintenance	\$1,250.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Up to Four Cores Maintenance	\$1,250.00
3	Esri Roads and Highways for ArcGIS GIS Server - Term License Prices	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,700.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,850.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,140.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,425.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$713.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$285.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,700.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,850.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,140.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,425.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$713.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$285.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,850.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,425.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$570.00

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	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,850.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,425.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$570.00
3	Esri Roads and Highways Roadway Reporter or ArcGIS GIS Server - Perpetual License Prices	
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 50 Users License	\$19,000.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 250 Users License	\$38,000.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 500 Users License	\$57,000.00
3	Esri Roads and Highways Roadway Reporter or ArcGIS GIS Server - Maintenance License Prices	
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 50 Users License Maintenance	\$5,000.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 250 Users License Maintenance	\$10,000.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 500 Users License Maintenance	\$15,000.00
3	Esri Roads and Highways Roadway Reporter or ArcGIS GIS Server - Term License Prices	
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 50 Users Term License	\$11,400.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 250 Users Term License	\$22,800.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 500 Users Term License	\$34,200.00
3	ArcGIS Enterprise Server Upgrades - Perpetual License Prices	
3	ArcGIS Enterprise from ArcGIS Enterprise	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Standard Up to Four Cores	\$28,500.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Advanced Up to Four Cores	\$19,000.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Standard	\$19,000.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Standard Up to Two Cores	\$33,250.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Advanced Up to Two Cores	\$28,500.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Standard Up to Four Cores	\$9,500.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Standard Up to Two Cores	\$14,250.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Advanced Up to Two Cores	\$9,500.00
	ArcGIS Enterprise Workgroup Advanced Up to Two Cores Upgrade from ArcGIS Enterprise Workgroup Standard	\$4,750.00
3	ArcGIS Enterprise from ArcGIS GIS Server - Perpetual License Prices	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$28,500.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$33,250.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$14,250.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$9,500.00
	ArcGIS Enterprise Workgroup Advanced Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Four Cores	\$14,250.00

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	ArcGIS Enterprise Workgroup Standard Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Four Cores	\$4,750.00
3	ArcGIS GIS Server from ArcGIS Server Upgrades - Perpetual License Prices	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Standard	\$19,000.00
	ArcGIS GIS Server Advanced (Windows) Additional Cores Upgrade from ArcGIS GIS Server Standard	\$4,750.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$28,500.00
	ArcGIS GIS Server Advanced (Windows) Additional Cores Upgrade from ArcGIS GIS Server Basic	\$7,125.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$9,500.00
	ArcGIS GIS Server Standard (Windows) Additional Cores Upgrade from ArcGIS GIS Server Basic	\$2,375.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Advanced Up to Two Cores	\$9,500.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Advanced Up to Two Cores	\$28,500.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Advanced Up to Four Cores	\$19,000.00
	ArcGIS GIS Server Workgroup Advanced Additional Cores Upgrade from ArcGIS GIS Server Workgroup Standard	\$2,375.00
	ArcGIS GIS Server Workgroup Advanced Up to Two Cores Upgrade from ArcGIS GIS Server Workgroup Standard	\$4,750.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Standard Up to Two Cores	\$14,250.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Standard Up to Two Cores	\$33,250.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Standard Up to Four Cores	\$9,500.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Standard Up to Four Cores	\$28,500.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$4,750.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$14,250.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$33,250.00
	ArcGIS GIS Server Workgroup Standard Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic	\$4,750.00
	ArcGIS GIS Server Workgroup Advanced Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic	\$14,250.00
Optional Servers		
4	ArcGIS GeoAnalytics Server - Perpetual License Prices	
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores License	\$19,000.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) License	\$4,750.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) License	\$2,375.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores License	\$9,500.00
4	ArcGIS GeoAnalytics Server - Maintenance Prices	
	ArcGIS GeoAnalytics Server Up to Four Cores Maintenance	\$5,000.00
	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Maintenance	\$1,250.00
	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Maintenance	\$625.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores Maintenance	\$1,250.00
4	ArcGIS GeoAnalytics Server - Term License Prices	
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores 365 Day Term License	\$11,400.00
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores 90 Day Term License	\$5,700.00

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores 30 Day Term License	\$2,185.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) 365 Day Term License	\$2,850.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) 90 Day Term License	\$1,425.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) 30 Day Term License	\$546.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) 365 Day Term License	\$1,425.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) 90 Day Term License	\$713.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) 30 Day Term License	\$274.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores 365 Day Term License	\$5,700.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores 90 Day Term License	\$2,850.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores 30 Day Term License	\$1,140.00
4	ArcGIS GeoEvent Server - Perpetual License Prices	
	ArcGIS GeoEvent Server (Windows) Up to Four Cores License	\$19,000.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) License	\$4,750.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) License	\$2,375.00
	ArcGIS GeoEvent Server Workgroup Up to Four Cores License	\$9,500.00
4	ArcGIS GeoEvent Server - Maintenance Prices	
	ArcGIS GeoEvent Server Up to Four Cores Maintenance	\$5,000.00
	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Maintenance	\$1,250.00
	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Maintenance	\$625.00
	ArcGIS GeoEvent Server Workgroup Up to Four Cores Maintenance	\$1,250.00
4	ArcGIS GeoEvent Server - Term Prices	
	ArcGIS GeoEvent Server (Windows) Up to Four Cores 365 Day Term License	\$11,400.00
	ArcGIS GeoEvent Server (Windows) Up to Four Cores 90 Day Term License	\$5,700.00
	ArcGIS GeoEvent Server (Windows) Up to Four Cores 30 Day Term License	\$2,185.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) 365 Day Term License	\$2,850.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) 90 Day Term License	\$1,425.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) 30 Day Term License	\$546.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) 365 Day Term License	\$1,425.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) 90 Day Term License	\$713.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) 30 Day Term License	\$274.00
	ArcGIS GeoEvent Server Workgroup Up to Four Cores 365 Day Term License	\$5,700.00
	ArcGIS GeoEvent Server Workgroup Up to Four Cores 90 Day Term License	\$2,850.00
	ArcGIS GeoEvent Server Workgroup Up to Four Cores 30 Day Term License	\$1,140.00
4	ArcGIS Image Server - Perpetual License Prices	
	ArcGIS Image Server (Windows) Up to Four Cores License	\$19,000.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) License	\$4,750.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) License	\$2,375.00
	ArcGIS Image Server Workgroup Up to Four Cores License	\$9,500.00
4	ArcGIS Image Server - Maintenance Prices	
	ArcGIS Image Server Up to Four Cores Maintenance	\$5,000.00
	ArcGIS Image Server Additional Core (up to 32 per server) Maintenance	\$1,250.00
	ArcGIS Image Server Additional Core (more than 32 per Server) Maintenance	\$625.00
	ArcGIS Image Server Workgroup Up to Four Cores Maintenance	\$1,250.00
4	ArcGIS Image Server - Term License Prices	
	ArcGIS Image Server (Windows) Up to Four Cores 365 Day Term License	\$11,400.00
	ArcGIS Image Server (Windows) Up to Four Cores 90 Day Term License	\$5,700.00
	ArcGIS Image Server (Windows) Up to Four Cores 30 Day Term License	\$2,185.00

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) 365 Day Term License	\$2,850.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) 90 Day Term License	\$1,425.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) 30 Day Term License	\$546.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) 365 Day Term License	\$1,425.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) 90 Day Term License	\$713.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) 30 Day Term License	\$274.00
	ArcGIS Image Server Workgroup Up to Four Cores 365 Day Term License	\$5,700.00
	ArcGIS Image Server Workgroup Up to Four Cores 90 Day Term License	\$2,850.00
	ArcGIS Image Server Workgroup Up to Four Cores 30 Day Term License	\$1,140.00
Staging Server Prices		
5	ArcGIS Enterprise - Staging Perpetual License Prices	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Staging Server License	\$19,540.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Staging Server License	\$9,771.00
5	ArcGIS Enterprise - Staging Maintenance Prices	
	ArcGIS Enterprise Advanced Up to Four Cores Staging Server Maintenance	\$5,000.00
	ArcGIS Enterprise Standard Up to Four Cores Staging Server Maintenance	\$2,500.00
5	ArcGIS Enterprise - Staging Term License Prices	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$11,878.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,939.00
5	ArcGIS GIS Server - Staging Perpetual License Prices	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$19,735.00
	ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$4,885.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$9,771.00
	ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$2,443.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS GIS Server Basic (Windows) Additional Core Staging Server License	\$1,222.00
5	ArcGIS Enterprise - Staging Maintenance Prices	
	ArcGIS GIS Server Advanced Up to Four Cores Staging Server Maintenance	\$5,000.00
	ArcGIS GIS Server Advanced Additional Cores Staging Server Maintenance	\$1,250.00
	ArcGIS GIS Server Standard Up to Four Cores Staging Server Maintenance	\$2,500.00
	ArcGIS GIS Server Standard Additional Cores Staging Server Maintenance	\$625.00
	ArcGIS GIS Server Basic Up to Four Cores Staging Server Maintenance	\$1,500.00
	ArcGIS GIS Server Basic Additional Cores Staging Server Maintenance	\$375.00
5	ArcGIS GIS Server - Staging Term License Prices	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$11,878.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$5,939.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$2,326.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,939.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$2,969.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$1,138.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$2,969.00
	ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$1,485.00
	ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$588.00
	ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$1,485.00
	ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$742.00

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$284.0
	ArcGIS GIS Server Basic (Windows) Additional Core Staging Server 365 Day Term License	\$742.0
	ArcGIS GIS Server Basic (Windows) Additional Core Staging Server 90 Day Term License	\$372.0
	ArcGIS GIS Server Basic (Windows) Additional Core Staging Server 30 Day Term License	\$148.0
Staging ArcGIS GIS Server Extensions		
5	ArcGIS Data Interoperability for ArcGIS GIS Sever - Staging Perpetual License Prices	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.0
5	ArcGIS Data Interoperability for ArcGIS GIS Sever - Staging Maintenance Prices	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced Additional Core Staging Server Maintenance	\$313.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard Additional Core Staging Server Maintenance	\$313.0
5	ArcGIS Data Interoperability for ArcGIS GIS Sever - Staging Term License Prices	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.0
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.0
5	ArcGIS Data Reviewer for ArcGIS GIS Sever - Staging Perpetual License Prices	

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.
5	ArcGIS Data Reviewer for ArcGIS GIS Sever - Staging Maintenance Prices	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$313.
5	ArcGIS Data Reviewer for ArcGIS GIS Sever - Staging Term License Prices	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.
5	ArcGIS Network Analyst for ArcGIS GIS Sever - Staging Perpetual License Prices	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,88
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,22
5	ArcGIS Network Analyst for ArcGIS GIS Sever - Staging Maintenance Prices	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Staging Server Maintenance	\$1,25

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Staging Server Maintenance	\$313.0
5	ArcGIS Network Analyst for ArcGIS GIS Sever - Staging Term License Prices	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.0
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.0
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.0
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.0
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.0
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.0
5	ArcGIS Pipeline Referencing for ArcGIS GIS Sever - Staging Perpetual License Prices	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,949.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,237.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,949.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,237.0
5	ArcGIS Pipeline Referencing for ArcGIS GIS Sever - Staging Maintenance Prices	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$313.0
5	ArcGIS Pipeline Referencing for ArcGIS GIS Sever - Staging Term License Prices	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.0

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.0
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.0
5	ArcGIS Workflow Manager for ArcGIS GIS Sever - Staging Perpetual License Prices	
5	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core Staging License	\$1,222.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core Staging License	\$1,222.0
5	ArcGIS Workflow Manager for ArcGIS GIS Sever - Staging Maintenance Prices	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced Up to Four Cores Staging Server Maintenance	\$1,250.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced Additional Core Staging Maintenance	\$313.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard Up to Four Cores Staging Server Maintenance	\$1,250.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard Additional Core Staging Maintenance	\$313.0
5	ArcGIS Workflow Manager for ArcGIS GIS Sever - Staging Term License Prices	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.0
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.0
5	ArcGIS for Maritime for ArcGIS GIS Sever - Staging Perpetual License Prices	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.0

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.0
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.0
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.0
5	ArcGIS for Maritime for ArcGIS GIS Sever - Staging Maintenance Prices	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.0
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.0
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.0
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$313.0
5	ArcGIS for Maritime for ArcGIS GIS Sever - Staging Term License Prices	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.0
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.0
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.0
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.0
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.0
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.0
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.0
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.0
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.0
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.0
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.0
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.0
5	Esri Defense Mapping for ArcGIS GIS Sever - Staging Perpetual License Prices	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.0
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.0
5	Esri Defense Mapping for ArcGIS GIS Sever - Staging Maintenance Prices	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.0
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.0
5	ArcGIS Workflow Manager for ArcGIS GIS Sever - Staging Term License Prices	

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
5	Esri Production Mapping for ArcGIS GIS Sever - Staging Perpetual License Prices	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
5	Esri Production Mapping for ArcGIS GIS Sever - Staging Maintenance Prices	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$313.00
5	Esri Production Mapping for ArcGIS GIS Sever - Staging Term License Prices	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.00

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	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.0
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.0
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.0
5	Esri Roads and Highways for ArcGIS GIS Server - Staging Perpetual License Prices	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.0
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.0
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.0
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.0
5	Esri Roads and Highways for ArcGIS GIS Server - Staging Maintenance Prices	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.0
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.0
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$313.0
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.0
5	Esri Roads and Highways for ArcGIS GIS Server - Staging Term License Prices	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.0
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.0
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.0
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$742.0
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$372.0
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$148.0
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,969.0
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,485.0
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$594.0
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$742.0
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$372.0
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$148.0

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5	ArcGIS Enterprise Server from ArcGIS Enterprise Server Upgrades - Staging Server - Perpetual License Prices	
	ArcGIS Enterprise Advanced Staging Server (Windows) Up to Four Cores upgrade from ArcGIS Enterprise Standard Staging Server	\$9,500.00
5	ArcGIS Enterprise from ArcGIS GIS Server Upgrades - Staging Server - Perpetual License Prices	
	ArcGIS Enterprise Advanced Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$14,250.00
	ArcGIS Enterprise Standard Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$4,750.00
5	ArcGIS GIS Server from ArcGIS GIS Server - Staging Server - Perpetual License Prices	
	ArcGIS GIS Server Advanced Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Standard Staging Server	\$9,500.00
	ArcGIS GIS Server Advanced Staging Server (Windows) Additional Cores Upgrade from ArcGIS GIS Server Standard Staging Server	\$2,375.00
	ArcGIS GIS Server Advanced Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$14,250.00
	ArcGIS GIS Server Advanced Staging Server (Windows) Additional Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$3,563.00
	ArcGIS GIS Server Standard Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$4,750.00
	ArcGIS GIS Server Standard Staging Server (Windows) Additional Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$1,188.00
Optional Servers - Staging Server Prices		
5	ArcGIS GeoAnalytics Server - Staging Perpetual License Prices	
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores Staging Server License	\$9,771.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) Staging Server License	\$2,443.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) Staging Server License	\$1,222.00
5	ArcGIS GeoAnalytics Server - Staging Maintenance Prices	
	ArcGIS GeoAnalytics Server Up to Four Cores Staging Server Maintenance	\$2,500.00
	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Staging Server Maintenance	\$625.00
	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$313.00
5	ArcGIS GeoAnalytics Server - Staging Term License Prices	
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores Staging Server 365 Day Term License	\$1,485.00
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores Staging Server 90 Day Term License	\$742.00
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores Staging Server 30 Day Term License	\$284.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) Staging Server 365 Day Term License	\$1,485.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) Staging Server 90 Day Term License	\$742.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) Staging Server 30 Day Term License	\$284.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) Staging Server 365 Day Term License	\$742.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) Staging Server 90 Day Term License	\$371.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) Staging Server 30 Day Term License	\$142.00
5	ArcGIS GeoEvent Server - Staging Perpetual License Prices	

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	ArcGIS GeoEvent Server (Windows) Up to Four Cores Staging Server License	\$9,771.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) Staging Server License	\$2,443.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) Staging Server License	\$1,222.00
5	ArcGIS GeoEvent Server - Staging Maintenance Prices	
	ArcGIS GeoEvent Server Up to Four Cores Staging Server Maintenance	\$2,500.00
	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Staging Server Maintenance	\$625.00
	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$313.00
5	ArcGIS GeoEvent Server - Staging Term License Prices	
	ArcGIS GeoEvent Server (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,939.00
	ArcGIS GeoEvent Server (Windows) Up to Four Cores Staging Server 90 Day Term License	\$2,969.00
	ArcGIS GeoEvent Server (Windows) Up to Four Cores Staging Server 30 Day Term License	\$1,138.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) Staging Server 365 Day Term License	\$1,485.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) Staging Server 90 Day Term License	\$742.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) Staging Server 30 Day Term License	\$284.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) Staging Server 365 Day Term License	\$742.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) Staging Server 90 Day Term License	\$372.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) Staging Server 30 Day Term License	\$141.00
5	ArcGIS Image Server - Staging Perpetual License Prices	
	ArcGIS Image Server (Windows) Up to Four Cores Staging Server License	\$9,771.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) Staging Server License	\$2,443.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) Staging Server License	\$1,222.00
5	ArcGIS Image Server - Staging Maintenance Prices	
	ArcGIS Image Server Up to Four Cores Staging Server Maintenance	\$2,500.00
	ArcGIS Image Server Additional Core (up to 32 per server) Staging Server Maintenance	\$625.00
	ArcGIS Image Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$313.00
5	ArcGIS Image Server - Staging Term License Prices	
	ArcGIS Image Server (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,939.00
	ArcGIS Image Server (Windows) Up to Four Cores Staging Server 90 Day Term License	\$2,969.00
	ArcGIS Image Server (Windows) Up to Four Cores Staging Server 30 Day Term License	\$1,138.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) Staging Server 365 Day Term License	\$1,485.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) Staging Server 90 Day Term License	\$742.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) Staging Server 30 Day Term License	\$284.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) Staging Server 365 Day Term License	\$742.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) Staging Server 90 Day Term License	\$372.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) Staging Server 30 Day Term License	\$141.00
Enterprise Named Users		

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5	ArcGIS Enterprise Named Users - Term and Perpetual License Prices	
	ArcGIS Enterprise Named User Level 1 Term License - minimum 10 named users per purchase	\$100.
	ArcGIS Enterprise Named User Level 2 Term License - minimum 5 named users per purchase	\$500.
	ArcGIS Enterprise Named User Level 1 Perpetual License - minimum 10 named users per purchase	\$400.
	ArcGIS Enterprise Named User Level 2 Perpetual License - minimum 5 named users per purchase	\$2,000.
	ArcGIS Enterprise Named User Level 1 Perpetual License - minimum 10 named users per purchase - Annual Maintenance	\$100.
	ArcGIS Enterprise Named User Level 2 Perpetual License - minimum 5 named users per purchase - Annual Maintenance	\$500.
Online GIS		
6	ArcGIS Online Named User - Term License Prices	
	ArcGIS Online Named User Level 1 Term License - minimum 10 named users per purchase	\$100.
	ArcGIS Online Named User Level 2 Term License - minimum 5 named users per purchase	\$500.
	ArcGIS Online Additional Service Credits—Block of 1,000	\$100.
6	Navigator for ArcGIS - Term and Perpetual License Prices	
	Navigator for ArcGIS (for use with ArcGIS Enterprise) - Single Use Perpetual License (minimum 5 license purchase)	\$200.
	Navigator for ArcGIS (for use with ArcGIS Enterprise) - Annual Maintenance	\$50.
	Navigator for ArcGIS - (for use with ArcGIS Enterprise) Single Use Term License (minimum 5 license purchase)	\$50.
	Navigator for ArcGIS - (for use with ArcGIS Online) - Single Use Term License (minimum 5 license purchase)	\$50.
6	Drone2Map for ArcGIS - Term License Prices	
	Drone2Map (for use with ArcGIS Online) Annual Individual Subscription	\$1,466.
	Drone2Map (for use with ArcGIS Enterprise) Annual Individual Subscription	\$1,466.
6	GeoPlanner for ArcGIS - Term and Perpetual License Prices	
	GeoPlanner for ArcGIS (for use with ArcGIS Enterprise) Single Use Term License	\$500.
	GeoPlanner for ArcGIS (for use with ArcGIS Online) Single Use Term License	\$500.
	GeoPlanner for ArcGIS (for use with ArcGIS Enterprise) Single Use - Perpetual License	\$1,900.
	GeoPlanner for ArcGIS (for use with ArcGIS Enterprise) Single Use Maintenance	\$500.
6	Insights for ArcGIS - Term and Perpetual License Prices	
	Insights for ArcGIS (for use with ArcGIS Enterprise) - Single Use Perpetual License	\$2,000.
	Insights for ArcGIS (for use with ArcGIS Enterprise) - Single Use Perpetual License - Annual Maintenance	\$500.
	Insights for ArcGIS (for use with ArcGIS Enterprise) Single Use Term License	\$500.
6	Business Analyst Web App - Term License Prices	
	Esri Business Analyst WebApp - Per User per year - Term License	\$1,495.
	Esri Business Analyst Web App - Add-on to ArcGIS Online -per user per year	\$100.
6	Community Analyst Web App - Term License Prices	
	Esri Community Analyst WebApp - Add-on to ArcGIS Online - per user per year	\$100.
Location Analytics		
7	Esri Business Analyst Desktop	
7	US Data Bundle Combo Pack - Single Use - Perpetual Licenses	
	Esri Business Analyst Desktop with US Regional Dataset Single Use Combo Pack 1 Software User and 1 Data User License	\$14,721.
	Esri Business Analyst Desktop with US State Dataset Single Use Combo Pack 1 Software User and 1 Data User License	\$10,921.
7	US Data Bundle Combo Pack - Single Use - Maintenance Licenses	

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	Esri Business Analyst Desktop with US Regional Dataset Single Use Combo Pack 1 Software User and 1 Data User Maintenance	\$12,400.
	Esri Business Analyst Desktop with US State Dataset Single Use Combo Pack 1 Software User and 1 Data User Maintenance	\$9,200.
7	US Data Bundle with Market Potential Data Combo Pack - Single Use - Perpetual Licenses	
	Esri Business Analyst Desktop with US Regional Dataset & MPI Data Single Use Combo Pack 1 Software User and 1 Data User License	\$20,197.
	Esri Business Analyst Desktop with US State Dataset & MPI Data Single Use Combo Pack 1 Software User and 1 Data User License	\$14,573.
7	US Data Bundle with Market Potential Data Combo Pack - Single Use - Maintenance	
	Esri Business Analyst Desktop with US Regional Dataset & MPI Data Single Use Combo Pack 1 Software User and 1 Data User Maintenance	\$17,008.
	Esri Business Analyst Desktop with US State Dataset & MPI Data Single Use Combo Pack 1 Software User and 1 Data User Term Maintenance	\$12,272.
7	Additional Data Users with U.S. Regional Dataset - Perpetual Licenses	
	Additional Data Users US Regional Dataset for Esri Business Analyst Desktop Up to 5 Total Data Users License	\$3,420.
	Additional Data Users US Regional Dataset for Esri Business Analyst Desktop Up to 15 Total Data Users License	\$17,100.
	Additional Data Users US Regional Dataset for Esri Business Analyst Desktop Up to 25 Total Data Users License	\$22,800.
	Additional Data Users US Regional Dataset for Esri Business Analyst Desktop Up to 50 Total Data Users License	\$30,964.
7	Additional Data Users with U.S. Regional Dataset - Maintenance Licenses	
	Additional Data Users US Regional Dataset for Esri Business Analyst Desktop Up to 5 Total Data Users Maintenance	\$2,880.
	Additional Data Users US Regional Dataset for Esri Business Analyst Desktop Up to 15 Total Data Users Maintenance	\$14,400.
	Additional Data Users US Regional Dataset for Esri Business Analyst Desktop Up to 25 Total Data Users Maintenance	\$19,200.
	Additional Data Users US Regional Dataset for Esri Business Analyst Desktop Up to 50 Total Data Users Maintenance	\$26,076.
7	Additional Data Users with U.S. Regional Dataset with Marketing Potential Data - Perpetual Licenses	
	Additional Data Users US Regional Dataset & MPI Data for Esri Business Analyst Desktop Up to 5 Total Data Users License	\$5,062.
	Additional Data Users US Regional Dataset & MPI Data for Esri Business Analyst Desktop Up to 15 Total Data Users License	\$25,308.
	Additional Data Users US Regional Dataset & MPI Data for Esri Business Analyst Desktop Up to 25 Total Data Users License	\$33,744.
	Additional Data Users US Regional Dataset & MPI Data for Esri Business Analyst Desktop Up to 50 Total Data Users License	\$45,824.
7	Additional Data Users with U.S. Regional Dataset with Marketing Potential Data - Maintenance	
	Additional Data Users US Regional Dataset & MPI Data for Esri Business Analyst Desktop Up to 5 Total Data Users Maintenance	\$4,260.
	Additional Data Users US Regional Dataset & MPI Data for Esri Business Analyst Desktop Up to 15 Total Data Users Maintenance	\$21,310.
	Additional Data Users US Regional Dataset & MPI Data for Esri Business Analyst Desktop Up to 25 Total Data Users Maintenance	\$28,410.

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	Additional Data Users US Regional Dataset & MPI Data for Esri Business Analyst Desktop Up to 50 Total Data Users Maintenance	\$38,592.00
7	Additional Data Users with U.S. State Dataset - Perpetual Licenses	
	Additional Data Users US State Dataset for Esri Business Analyst Desktop Up to 5 Total Data Users License	\$2,280.00
	Additional Data Users US State Dataset for Esri Business Analyst Desktop Up to 15 Total Data Users License	\$11,400.00
	Additional Data Users US State Dataset for Esri Business Analyst Desktop Up to 25 Total Data Users License	\$15,200.00
	Additional Data Users US State Dataset for Esri Business Analyst Desktop Up to 50 Total Data Users License	\$20,644.00
7	Additional Data Users with U.S. State Dataset - Maintenance	
	Additional Data Users US State Dataset for Esri Business Analyst Desktop Up to 5 Total Data Users Maintenance	\$1,920.00
	Additional Data Users US State Dataset for Esri Business Analyst Desktop Up to 15 Total Data Users Maintenance	\$9,600.00
	Additional Data Users US State Dataset for Esri Business Analyst Desktop Up to 25 Total Data Users Maintenance	\$12,800.00
	Additional Data Users US State Dataset for Esri Business Analyst Desktop Up to 50 Total Data Users Maintenance	\$17,384.00
7	Additional Data Users with U.S. State Dataset with Marketing Potential Data - Perpetual Licenses	
	Additional Data Users US State Dataset & MPI Data for Esri Business Analyst Desktop Up to 5 Total Data Users License	\$3,374.00
	Additional Data Users US State Dataset & MPI Data for Esri Business Analyst Desktop Up to 15 Total Data Users License	\$16,872.00
	Additional Data Users US State Dataset & MPI Data for Esri Business Analyst Desktop Up to 25 Total Data Users License	\$22,496.00
	Additional Data Users US State Dataset & MPI Data for Esri Business Analyst Desktop Up to 50 Total Data Users License	\$30,552.00
7	Additional Data Users with U.S. State Dataset with Marketing Potential Data - Maintenance	
	Additional Data Users US State Dataset & MPI Data for Esri Business Analyst Desktop Up to 5 Total Data Users Maintenance	\$2,842.00
	Additional Data Users US State Dataset & MPI Data for Esri Business Analyst Desktop Up to 15 Total Data Users Maintenance	\$14,208.00
	Additional Data Users US State Dataset & MPI Data for Esri Business Analyst Desktop Up to 25 Total Data Users Maintenance	\$18,944.00
	Additional Data Users US State Dataset & MPI Data for Esri Business Analyst Desktop Up to 50 Total Data Users Maintenance	\$25,728.00
7	Additional Business Analyst Desktop Software - Perpetual Licenses	
	Esri Business Analyst Desktop 1 Additional Software User License - Per User	\$3,325.00
	Esri Business Analyst Desktop 1 Additional Software User Annual Maintenance	\$875.00
7	US Data Bundle Combo Pack - Single Use - Term Licenses	
	Esri Business Analyst Desktop with US Regional Dataset Single Use Combo Pack 1 Software User and 1 Data User Term License	\$9,418.00
	Esri Business Analyst Desktop with US State Dataset Single Use Combo Pack 1 Software User and 1 Data User Term License	\$6,988.00
7	US Data Bundle Combo Pack with Marketing Potential Data - Single Use - Term Licenses	
	Esri Business Analyst Desktop with US Regional Dataset & MPI Data Single Use Combo Pack 1 Software User and 1 Data User Term License	\$12,918.00

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	Esri Business Analyst Desktop with US State Dataset & MPI Data Single Use Combo Pack 1 Software User and 1 Data User Term License	\$9,321.1
7	Additional Data Users with U.S. Regional Dataset - Term Licenses	
	Additional Data Users US Regional Dataset for Esri Business Analyst Desktop Up to 5 Total Data Users Term License	\$2,964.1
	Additional Data Users US Regional Dataset for Esri Business Analyst Desktop Up to 15 Total Data Users Term License	\$14,820.1
	Additional Data Users US Regional Dataset for Esri Business Analyst Desktop Up to 25 Total Data Users Term License	\$19,760.1
	Additional Data Users US Regional Dataset for Esri Business Analyst Desktop Up to 50 Total Data Users Term License	\$26,836.1
7	Additional Data Users with U.S. Regional Dataset with Marketing Potential Data Term Licenses	
	Additional Data Users US Regional Dataset & MPI Data for Esri Business Analyst Desktop Up to 5 Total Data Users Term License	\$4,387.1
	Additional Data Users US Regional Dataset & MPI Data for Esri Business Analyst Desktop Up to 15 Total Data Users Term License	\$21,934.1
	Additional Data Users US Regional Dataset & MPI Data for Esri Business Analyst Desktop Up to 25 Total Data Users Term License	\$29,245.1
	Additional Data Users US Regional Dataset & MPI Data for Esri Business Analyst Desktop Up to 50 Total Data Users Term License	\$39,718.1
7	Additional Data Users with U.S. State Dataset - Term Prices	
	Additional Data Users US State Dataset for Esri Business Analyst Desktop Up to 5 Total Data Users Term License	\$1,976.1
	Additional Data Users US State Dataset for Esri Business Analyst Desktop Up to 15 Total Data Users Term License	\$9,880.1
	Additional Data Users US State Dataset for Esri Business Analyst Desktop Up to 25 Total Data Users Term License	\$13,174.1
	Additional Data Users US State Dataset for Esri Business Analyst Desktop Up to 50 Total Data Users Term License	\$17,890.1
7	Additional Data Users with U.S. State Dataset with Marketing Potential Data - Term Licenses	
	Additional Data Users US State Dataset & MPI Data for Esri Business Analyst Desktop Up to 5 Total Data Users Term License	\$2,924.1
	Additional Data Users US State Dataset & MPI Data for Esri Business Analyst Desktop Up to 15 Total Data Users Term License	\$14,622.1
	Additional Data Users US State Dataset & MPI Data for Esri Business Analyst Desktop Up to 25 Total Data Users Term License	\$19,497.1
	Additional Data Users US State Dataset & MPI Data for Esri Business Analyst Desktop Up to 50 Total Data Users Term License	\$26,478.1
7	Additional Business Analyst Desktop Software - Term Licenses	
	Esri Business Analyst Desktop 1 Additional Software User Term License	\$1,663.1
Mobile GIS		
8	App Studio - Term Licenses	
	AppStudio for ArcGIS Standard	\$1,425.1
8	ArcPad - Single Use - Perpetual License	
	ArcPad Single Use License	\$66.1
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data	\$66.1
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data	\$66.1

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	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data	\$665.
	Annual Maintenance for ArcPad Single Use License	\$250.
	ArcPad Single Use License Upgrade	\$245.
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data Upgrade	\$245.
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data Upgrade	\$245.
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data Upgrade	\$245.
Developer Technology		
9	ArcGIS Engine	
9	ArcGIS Engine - Concurrent Use* and Single Use - Perpetual Licenses	
	ArcGIS Engine Single Use License	\$475.
	ArcGIS Engine Concurrent Use License	\$1,188.
	ArcGIS Engine Concurrent Use License Upgrade from ArcGIS Engine Single Use License	\$733.
	ArcGIS Engine - Maintenance	
	Annual Maintenance for ArcGIS Engine Single Use License (without extensions)	\$100.
	Annual Maintenance for ArcGIS Engine Single Use License (with one or more extensions)	\$400.
	Primary Maintenance for ArcGIS Engine Concurrent Use License	\$250.
	Secondary Maintenance for ArcGIS Engine Concurrent Use License	\$185.
9	ArcGIS Engine Extensions - Single Use - Perpetual Licenses	
	ArcGIS 3D Analyst for Engine Single Use License	\$950.
	ArcGIS Spatial Analyst for Engine Single Use License	\$950.
	ArcGIS Engine Geodatabase Update Single Use License	\$950.
	ArcGIS Network Analyst for Engine Single Use License	\$950.
	ArcGIS Schematics for Engine Single Use License	\$950.
	ArcGIS Tracking Analyst for Engine Single Use License	\$950.
	ArcGIS Data Interoperability for Engine Single Use License	\$950.
9	ArcGIS Engine Extensions Concurrent Use* - Perpetual Licenses	
	ArcGIS 3D Analyst for Engine Concurrent Use License	\$950.
	ArcGIS Spatial Analyst for Engine Concurrent Use License	\$950.
	ArcGIS Engine Geodatabase Update Concurrent Use License	\$950.
	ArcGIS Network Analyst for Engine Concurrent Use License	\$950.
	ArcGIS Schematics for Engine Concurrent Use License	\$950.
	ArcGIS Tracking Analyst for Engine Concurrent Use License	\$950.
	ArcGIS Data Interoperability for Engine Concurrent Use License	\$950.
9	ArcGIS Engine Extensions Maintenance	
	Primary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$200.
	Secondary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$150.
	Primary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$200.
	Secondary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$150.
	Primary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$200.
	Secondary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$150.
	Primary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$200.
	Secondary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$150.
	Primary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$200.
	Secondary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$150.
	Primary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$200.

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	Secondary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$150.
	Primary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$200.
	Secondary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$150.
9	ArcGIS Runtime Deployment Licenses - Perpetual Prices	
	ArcGIS Runtime Basic - 50 Pack (Level 2 Named User) Single Use Deployment License	\$4,885.
	ArcGIS Runtime Standard - 25 Pack Single Use Deployment License	\$7,327.
	ArcGIS Runtime Advanced - 5 Pack Single Use Deployment license	\$7,327.
	ArcGIS Runtime Analysis Extension - 5 Pack Single Use Deployment license	\$4,885.
9	ArcGIS Runtime Deployment Licenses - Maintenance Prices	
	ArcGIS Runtime Basic - 50 Pack (Level 2 Named User) Single Use Deployment Maintenance	\$1,000.
	ArcGIS Runtime Standard - 25 Pack Single Use Deployment Maintenance	\$1,500.
	ArcGIS Runtime Advanced - 5 Pack Single Use Deployment Maintenance	\$1,500.
	ArcGIS Runtime Analysis Extension - 5 Pack Single Use Deployment Maintenance	\$1,000.
9	ArcGIS Developer Subscription Plans - Single Use - Term License	
	ArcGIS Developer Subscription - Builder Plan	\$1,466.
	ArcGIS Developer Subscription - Professional Plan	\$1,759.
	ArcGIS Developer Subscription - Premium Plan	\$3,225.
	ArcGIS Developer Subscription - Enterprise Plan	\$4,201.
9	ArcGIS Online Developer Subscription	
	ArcGIS Online Developer - Plan Level 1 Subscription	\$20.
	ArcGIS Online Developer - Plan Level 2 Subscription	\$90.
	ArcGIS Online Developer - Plan Level 3 Subscription	\$200.
	ArcGIS Online Developer - Plan Level 4 Subscription	\$500.
	ArcGIS Online Developer - Plan Level 5 Subscription	\$1,000.
	ArcGIS Online Developer - Plan Level 6 Subscription	\$2,000.
	ArcGIS Online Developer - Plan Level 7 Subscription	\$4,000.
StreetMap Data		
10	StreetMap Premium for ArcGIS HERE Data —North America	
10	StreetMap Premium for ArcGIS HERE Data—United States	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	\$6,000.
	United States—Full Use (per concurrent use* ArcGIS for Desktop user/per year)	\$15,000.
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	\$75,000.
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$3,000.
	United States—Display and Geocode (per concurrent use* ArcGIS for Desktop user/per year)	\$7,500.
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$37,500.
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$15,000.
10	StreetMap Premium for ArcGIS HERE Data—North America (United States, Canada, and Mexico)	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)	\$12,000.
	North America—Full Use (per concurrent use* ArcGIS for Desktop user/per year)	\$30,000.
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	\$150,000.
	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$60,000.
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$6,000.
	North America—Display and Geocode (per concurrent use* ArcGIS for Desktop user/per year)	\$15,000.
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$75,000.
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.
10	StreetMap Premium for ArcGIS HERE Data—State	
	State—Full Use (per single use ArcGIS for Desktop user/per year)	\$2,000.

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	State—Full Use (per concurrent use* ArcGIS for Desktop user/per year)	\$5,000.
	State—Full Use (per ArcGIS for Server Enterprise/per year)	\$25,000.
	State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$10,000.
	State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$1,000.
	State—Display and Geocode (per concurrent use* ArcGIS for Desktop user/per year)	\$2,500.
	State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$12,500.
	State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$5,000.
10	StreetMap Premium for ArcGIS TomTom Data—North America	
10	StreetMap Premium for ArcGIS TomTom Data—United States	
	United States—Full Use (per single use ArcGIS for Desktop user/per year)	\$6,000.
	United States—Full Use (per concurrent use* ArcGIS for Desktop user/per year)	\$15,000.
	United States—Full Use (per ArcGIS for Server Enterprise/per year)	\$75,000.
	United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.
	United States—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$3,000.
	United States—Display and Geocode (per concurrent use* ArcGIS for Desktop user/per year)	\$7,500.
	United States—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$37,500.
	United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$15,000.
10	StreetMap Premium for ArcGIS TomTom Data—Small State in the United States	
	Small State—Full Use (per single use ArcGIS for Desktop user/per year)	\$900.
	Small State—Full Use (per concurrent use* ArcGIS for Desktop user/per year)	\$2,250.
	Small State—Full Use (per ArcGIS for Server Enterprise/per year)	\$11,250.
	Small State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,500.
	Small State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$500.
	Small State—Display and Geocode (per concurrent use* ArcGIS for Desktop user/per year)	\$1,125.
	Small State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$5,625.
	Small State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$2,250.
10	StreetMap Premium for ArcGIS TomTom Data—Medium State in the United States	
	Medium State—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,200.
	Medium State—Full Use (per concurrent use* ArcGIS for Desktop user/per year)	\$3,000.
	Medium State—Full Use (per ArcGIS for Server Enterprise/per year)	\$15,000.
	Medium State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$6,000.
	Medium State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$600.
	Medium State—Display and Geocode (per concurrent use* ArcGIS for Desktop user/per year)	\$1,500.
	Medium State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$7,500.
	Medium State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$3,000.
10	StreetMap Premium for ArcGIS TomTom Data—Large State in the United States	
	Large State—Full Use (per single use ArcGIS for Desktop user/per year)	\$1,800.
	Large State—Full Use (per concurrent use* ArcGIS for Desktop user/per year)	\$4,500.
	Large State—Full Use (per ArcGIS for Server Enterprise/per year)	\$22,500.
	Large State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$9,000.
	Large State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$900.
	Large State—Display and Geocode (per concurrent use* ArcGIS for Desktop user/per year)	\$2,250.
	Large State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$11,250.
	Large State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$4,500.
10	StreetMap Premium for ArcGIS TomTom Data—North America	
	North America—Full Use (per single use ArcGIS for Desktop user/per year)	\$12,000.
	North America—Full Use (per concurrent use* ArcGIS for Desktop user/per year)	\$30,000.
	North America—Full Use (per ArcGIS for Server Enterprise/per year)	\$150,000.

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$60,000.
	North America—Display and Geocode (per single use ArcGIS for Desktop user/per year)	\$6,000.
	North America—Display and Geocode (per concurrent use* ArcGIS for Desktop user/per year)	\$15,000.
	North America—Display and Geocode (per ArcGIS for Server Enterprise/per year)	\$75,000.
	North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	\$30,000.
Training		
11	Instructor-Led Training (ILT)	
	ILT—per Student, per Day at Esri Learning Centers in the United States	\$565.
	Instructor-Led Online (ILO) Classroom Training—per Student, per Day	\$565.
	Additional Student—Client Site Private Class per Student, per Day	\$380.
	Additional Student—Esri Site Private Class per Student, per Day	\$380.
	Half-Day ILO Training Workshop—per Student, per Seat	\$185.
	Half-Day ILO Private Training Workshop—20 Students	\$2,780.
	Full-Day ILO Training Workshop—per Student, per Seat	\$370.
	Full-Day ILO Private Training Workshop—up to 20 Students	\$5,560.
	Private Classes—Esri Site per Class, per Day (12 students) in Locations in the United States	\$5,095.
	Private Classes—Client Site per Class, per Day (12 students) in Locations in the United States	\$5,095.
	Client Coaching Services—Client Site	\$4,630.
	Client Coaching Services—Esri Site	\$4,630.
	Technical Certification Exam Voucher	\$225.
	EDN Instructor-Led Training (5 days)	\$2,565.
11	Esri Training Pass	
	Esri Training Pass per Day Up to 49 Days per Year - One Year Term	\$565.
	Esri Training Pass per Day 50 Days or Greater per Year - One Year Term	\$540.
	Esri Training Pass per Day 50 Days or Greater per Year - Multiple Year Term	\$540.
	Esri Training Pass per Day Up to 49 Days per Year- Multiple Year Term	\$565.
	Esri Training Pass—One-Year Extension, up to 49 Days	\$530.
	Esri Training Pass—One-Year Extension, 50 Days or More	\$1,590.
Support and Services		
12	Premium Support Services	
	Premium Support Annual Use—Unlimited Incidents	\$40,800
	Premium Support Annual Use—Up to 10 Incidents	\$15,900
	Premium Support Additional Authorized Contact—Unlimited Incidents	\$10,600
12	Professional Services - 2017 Prices	
12	WebGIS Launch Kits - 2017 Prices	
	WebGIS Launch Kit - Basic (3 days)	\$10,400
	WebGIS Launch Kit - Standard (4 days)	\$13,100
	WebGIS Launch Kit - Advanced (5 days)	\$15,600
12	Workshop Packages - 2017 Prices	
	Esri Production Mapping Workshop (3 days)	\$13,600
	Esri Defense Mapping Workshop (3 days)	\$13,600
	ArcGIS for Maritime: Charting Workshop (5 days)	\$19,800
	ArcGIS for Aviation Workshop (3 days)	\$13,600
	ArcGIS Data Reviewer Workshop (3 days)	\$13,600
	ArcGIS Workflow Manager Workshop (3 days)	\$13,600
12	Jumpstart Packages - 2017 Prices	
	ArcGIS Enterprise Jumpstart - Basic (3 days)	\$13,600
	ArcGIS Enterprise Jumpstart - Standard (4 days)	\$16,700

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	ArcGIS Enterprise Jumpstart - Advanced (4 days)	\$26,500.00
	Esri Geoportal Server Jumpstart (3-day option)	\$13,600.00
	Esri Geoportal Server Jumpstart (5-day option)	\$19,800.00
	Esri Production Mapping Jumpstart (5 days)	\$19,800.00
	Esri Defense Mapping Jumpstart (5 days)	\$19,800.00
	ArcGIS for Maritime: Charting Jumpstart (10 days)	\$35,300.00
	ArcGIS for Aviation Jumpstart (5 days)	\$19,800.00
	ArcGIS Data Reviewer Jumpstart (5 days)	\$19,800.00
	ArcGIS Workflow Manager Jumpstart (5 days)	\$19,800.00
	ArcGIS Image Extension for Server Jumpstart (3 days)	\$13,600.00
	Data Appliance for ArcGIS Jumpstart (3 days)	\$13,600.00
	Data Appliance for ArcGIS and ArcGIS for Server Bundle Jumpstart (5 days)	\$19,800.00
12	Services Packages - 2017 Prices	
	Enterprise GIS Health Check (3 days)	\$13,600.00
	Remote Developer Support (20 hours)	\$5,700.00
	Remote Support for Esri Geoportal Server (20 hours)	\$5,700.00
	Capacity Planning Support (10 hours)	\$2,840.00
12	Professional GIS Services Packages - 2017 Prices	
	Professional GIS Services Package - Standard	\$19,800.00
	Professional GIS Services Package - Advanced	\$24,000.00
12	Esri Enterprise Advantage Program - 2017 Prices	
	Esri Enterprise Advantage Program (EEAP) 100 Learning and Service Credits	\$83,000.00
	Esri Enterprise Advantage Program (EEAP) 50 Learning and Service Credits	\$57,000.00
	Additional EEAP Technical Advisor Services	\$23,300.00
	Additional EEAP 100 Learning and Service Credits	\$52,000.00
	Additional EEAP 50 Learning and Service Credits	\$26,000.00
	Esri Managed Cloud Services	
13	Esri Managed Service Packages without ArcGIS for Server Software	
13	Basic packages without ArcGIS for Server Software	
	Esri Managed Services: Basic - Small Package Monthly Fee	\$1,000.00
	Esri Managed Services: Basic - Medium Package Monthly Fee	\$1,500.00
	Esri Managed Services: Basic - Large Package Monthly Fee	\$2,000.00
13	Standard Packages without ArcGIS for Server Software	
	Esri Managed Services: Standard - Small Package Monthly Fee	\$1,500.00
	Esri Managed Services: Standard - Medium Package Monthly Fee	\$2,000.00
	Esri Managed Services: Standard - Large Package Monthly Fee	\$2,500.00
13	Advanced Packages without ArcGIS for Server Software	
	Esri Managed Services: Advanced - Small Package Monthly Fee	\$2,000.00
	Esri Managed Services: Advanced - Medium Package Monthly Fee	\$3,000.00
	Esri Managed Services: Advanced - Large Package Monthly Fee	\$4,000.00
13	Advanced Plus Packages without ArcGIS for Server Software	
	Esri Managed Services: Advanced Plus - Small Package Monthly Fee	\$4,000.00
	Esri Managed Services: Advanced Plus - Medium Package Monthly Fee	\$6,000.00
	Esri Managed Services: Advanced Plus - Large Package Monthly Fee	\$8,000.00
13	Esri Managed Service Packages with ArcGIS for Server Software	

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

13	Basic packages with ArcGIS for Server Software	
	Esri Managed Services with ArcGIS for Server Basic - Small Package Monthly Fee	\$3,300.00
	Esri Managed Services with ArcGIS for Server Basic - Medium Package Monthly Fee	\$3,800.00
	Esri Managed Services with ArcGIS for Server Basic - Large Package Monthly Fee	\$4,300.00
	Esri Managed Services with ArcGIS for Server Basic - Small Package Quarterly Fee	\$9,000.00
	Esri Managed Services with ArcGIS for Server Basic - Medium Package Quarterly Fee	\$10,500.00
	Esri Managed Services with ArcGIS for Server Basic - Large Package Quarterly Fee	\$12,000.00
	Esri Managed Services with ArcGIS for Server Basic - Small Package Yearly Fee	\$24,000.00
	Esri Managed Services with ArcGIS for Server Basic - Medium Package Yearly Fee	\$30,000.00
	Esri Managed Services with ArcGIS for Server Basic - Large Package Yearly Fee	\$36,000.00
13	Standard Packages with ArcGIS for Server software	
	Esri Managed Services with ArcGIS for Server Standard - Small Package Monthly Fee	\$3,800.00
	Esri Managed Services with ArcGIS for Server Standard - Medium Package Monthly Fee	\$4,300.00
	Esri Managed Services with ArcGIS for Server Standard - Large Package Monthly Fee	\$4,800.00
	Esri Managed Services with ArcGIS for Server Standard - Small Package Quarterly Fee	\$10,500.00
	Esri Managed Services with ArcGIS for Server Standard - Medium Package Quarterly Fee	\$12,000.00
	Esri Managed Services with ArcGIS for Server Standard - Large Package Quarterly Fee	\$13,500.00
	Esri Managed Services with ArcGIS for Server Standard - Small Package Yearly Fee	\$30,000.00
	Esri Managed Services with ArcGIS for Server Standard - Medium Package Yearly Fee	\$36,000.00
	Esri Managed Services with ArcGIS for Server Standard - Large Package Yearly Fee	\$42,000.00
13	Advanced Packages with ArcGIS for Server software	
	Esri Managed Services with ArcGIS for Server Advanced - Small Package Monthly Fee	\$4,300.00
	Esri Managed Services with ArcGIS for Server Advanced - Medium Package Monthly Fee	\$5,300.00
	Esri Managed Services with ArcGIS for Server Advanced - Large Package Monthly Fee	\$6,300.00
	Esri Managed Services with ArcGIS for Server Advanced - Small Package Quarterly Fee	\$12,000.00
	Esri Managed Services with ArcGIS for Server Advanced - Medium Package Quarterly Fee	\$15,000.00
	Esri Managed Services with ArcGIS for Server Advanced - Large Package Quarterly Fee	\$18,000.00
	Esri Managed Services with ArcGIS for Server Advanced - Small Package Yearly Fee	\$36,000.00
	Esri Managed Services with ArcGIS for Server Advanced - Medium Package Yearly Fee	\$48,000.00
	Esri Managed Services with ArcGIS for Server Advanced - Large Package Yearly Fee	\$60,000.00
13	Advanced Plus Packages with ArcGIS for Server Software	
	Esri Managed Services with ArcGIS for Server Advanced Plus - Small Package Monthly Fee	\$6,300.00
	Esri Managed Services with ArcGIS for Server Advanced Plus - Medium Package Monthly Fee	\$8,300.00
	Esri Managed Services with ArcGIS for Server Advanced Plus - Large Package Monthly Fee	\$10,300.00
	Esri Managed Services with ArcGIS for Server Advanced Plus - Small Package Quarterly Fee	\$18,000.00
	Esri Managed Services with ArcGIS for Server Advanced Plus - Medium Package Quarterly Fee	\$24,000.00
	Esri Managed Services with ArcGIS for Server Advanced Plus - Large Package Quarterly Fee	\$30,000.00
	Esri Managed Services with ArcGIS for Server Advanced Plus - Small Package Yearly Fee	\$60,000.00
	Esri Managed Services with ArcGIS for Server Advanced Plus - Medium Package Yearly Fee	\$84,000.00
	Esri Managed Services with ArcGIS for Server Advanced Plus - Large Package Yearly Fee	\$108,800.00
13	Esri Managed Services Setup Fees	
	Esri Managed Services Setup Fee: Basic - Small Package	\$3,000.00
	Esri Managed Services Setup Fee: Basic - Medium Package	\$3,000.00
	Esri Managed Services Setup Fee: Basic - Large Package	\$3,000.00

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

	Esri Managed Services Setup Fee: Standard - Small Package	\$6,000.00
	Esri Managed Services Setup Fee: Standard - Medium Package	\$8,000.00
	Esri Managed Services Setup Fee: Standard - Large Package	\$12,000.00
	Esri Managed Services Setup Fee: Advanced - Small Package	\$8,000.00
	Esri Managed Services Setup Fee: Advanced - Medium Package	\$10,000.00
	Esri Managed Services Setup Fee: Advanced - Large Package	\$12,000.00
	Esri Managed Services Setup Fee: Advanced Plus - Small Package	\$20,000.00
	Esri Managed Services Setup Fee: Advanced Plus - Medium Package	\$23,000.00
	Esri Managed Services Setup Fee: Advanced Plus - Large Package	\$26,000.00
13	Optional Items for Standard and, Advanced and Advanced Plus Packages	
	Esri Managed Services Option: Server Auto-Scaling Setup - Setup Fee	\$1,200.00
	Esri Managed Services Option: Additional Server Capacity - Setup Fee	\$500.00
	Esri Managed Services Option: Additional Server Capacity - Monthly Fee	\$500.00
	Esri Managed Services Option: Additional Data Storage (up to 5TB) - Setup Fee	\$1,000.00
	Esri Managed Services Option: Additional Data Storage (per 1TB) - Monthly Fee	\$300.00
	Esri Managed Services Option: Data Updates (up to 100 GB) Per Update	\$1,200.00
	Esri Managed Services Option: Single Web Application Update - Per Update	\$1,200.00
	Esri Managed Services Option: Database Backups - Monthly Fee	\$400.00
	Esri Managed Services Option: Database Instance - Setup Fee	\$500.00
	Esri Managed Services Option: Database Instance - Monthly Fee	\$2,000.00
	Esri Managed Services Option: System Backup - Single system snapshot for up to 1 TB (per backup)	\$1,200.00
*Concurrent Use product licenses will no longer be available for purchase after 12/31/2017		

Division of Procurement Services Amendment Authorization Form

Form Instructions: This form must accompany amendments being proposed for approval to existing contracts.

Program Administrator:	Joe Young	Office/Division/Program:	GIS/ OIT /DAFS
Phone:	624-9539	CT Number:	MA 18P 150521*240
Amendment Amount \$:	0 (zero-dollar master agreement)	Revised Agreement Amount: \$	n/a
Amendment Date:	1-19-18	Revised Agreement End Date:	n/a
Provider/Vendor's Business Name and Address:	Esri 380 New York Street Redlands, CA 92373-8100		
VC Number:	VC1000028878		
Type of Service:	Geographic Software, Training, Professional Services		

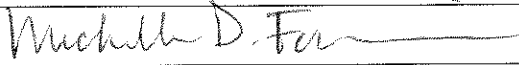
1. Specific Problem or Need for Amendment:
Provide a full description of the amendment (what changes are being made to the contract) AND explain the necessity of the amendment (why the amendment needs to be done). Amendments are performed to make small changes to the scope of work, extend the termination date and/or change the cost of the agreement.

This amendment increases the number of ArcGIS Desktop licenses: ArcGIS Desktop Advanced, Standard, and Basic to uncapped for both single use on user desktop and this amendment allows the concurrent use on the enterprise platform.

It also increases the number of ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager to uncapped for both single use user desktop and this amendment allows the concurrent use on the enterprise platform.

2. Adjustment in Agreement Amount:
If the amendment includes the addition or reduction of funds, describe how the amendment amount was determined. If the amendment did not include a change to the agreement amount, state "N/A – this amendment does not modify the agreement amount".

N/A – this amendment does not modify the agreement amount.

Approved by	 Michelle D. FOURNIER, OIT
Date:	1-19-18

State of Maine Waiver of Competitive Bidding Request Form

Form Instructions: Please provide the requested information in the white boxes below. This form is to precede all contract requests that are not the direct result of a competitive bid process.

Requesting Department's Contract Administrator:	Michelle Fournier/Joe Young	Office/Division/Program of Contract Administrator:	DAFS/OIT/GIS
Est. Contract Amount:	\$0.00	Contract or RQS Number:	MA 18P
Proposed Start Date:	7/1/2017	Proposed End Date:	6/30/2021
Vendor/Provider Name, City, State	Environmental Systems Research Inc. (ESRI) 380 New York Street Redlands, CA 92373-8100 909-793-2849 VC1000028878		
Short Description of Good or Service:	Master Agreement to Purchase Geographic Software, Training, Professional Services		
Please note, for transparency purposes, Waivers of Competitive Bidding will be publicly posted. Public postings are placed on the Division of Purchases' website for a period of seven consecutive calendar days.		To be completed by the Division of Purchases Posting dates on Division of Purchases' website: From: 06/19/2017 To: 06/25/2017	
Notice of Intent to Waive Competitive Bidding Number:		NOI# 0620171006	
1. Statutory Justification State of Maine statute (5 M.R.S. §1825-B(2)) allows waivers of competitive bidding only for the specific reasons listed below. Please mark the appropriate box (X) next to the justification which applies to this specific request.			
<input type="checkbox"/>	A. The procurement of goods or services by the State for county commissioners pursuant to Title 30-A, section 124, involves the expenditure of \$2,500 or less, and the interests of the State would best be served;		
<input type="checkbox"/>	B. The Director of the Bureau of General Services is authorized by the Governor, or the Governor's designee, to make purchases without competitive bidding because, in the opinion of the Governor or the Governor's designee, an emergency exists that requires the immediate procurement of goods or services;		
<input type="checkbox"/>	<i>If citing the above justification for this Waiver of Competitive Bidding request, please have the requesting Department's Commissioner or Chief Executive (as the Governor's "designee") sign and date on the right.</i>	<i>By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement.</i> Signature:	
<input type="checkbox"/>	Printed Name:	Date:	
<input type="checkbox"/>	C. After reasonable investigation by the Director of the Bureau of General Services, it appears that any required unit or item of supply, or brand of that unit or item, is procurable by the State from only one source;		
<input type="checkbox"/>	D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;		
<input type="checkbox"/>	E. The purchase is part of a cooperative project between the State and the University of Maine System, the Maine Community College System, the Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State involving: (1) An activity assisting a state agency and enhancing the ability of the university system, community college system, Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State to fulfill its mission of teaching, research, and public service; (2) A sharing of project responsibilities and, when appropriate, costs; <i>If citing the above justification for this sole source request, please note that the specific approval of the Governor's Office is required, in accordance with Executive Order 26 FY 11/12, "An Order to Enhance Competitive Bidding". The approval must be documented on DAFS/BGS/Division of Purchases "GOVCOOP" form, found here: http://www.maine.gov/purchases/info/forms/govcoop.doc.</i>		
<input type="checkbox"/>	F. The procurement of goods or services involves expenditures of \$10,000 or less, in which case the Director of the Bureau of General Services may accept oral proposals or bids;		
<input type="checkbox"/>	G. The procurement of goods or services involves expenditures of \$10,000 or less, and procurement from a single source is the most economical, effective and appropriate means of fulfilling a demonstrated need.		
<input checked="" type="checkbox"/>	If a different authorization specifically allows for this non- Designated Technology Infrastructure Brick		

State of Maine Waiver of Competitive Bidding Request Form

competitive procurement, please provide that reference here:

Please note that the following four points below (#2 through 5) all require a response.

2. Description of Specific Need

Please identify, and fully describe, the specific problem, requirement, or need the resulting non-competitive contract would address and which makes the goods or services necessary. Explain how the requesting Department determined that the goods or services are critical and/or essential to agency responsibilities or operations.

ESRI is the only software providing complete functionality within a full suite of product options that includes a robust integrated platform of:

- Spatial Analytics
- Mapping and Visualization
- 3D GIS
- Real Time GIS
- Imagery and Remote Sensing Data Management Tools
- Data Collection and Mapping Tools
- Full Suite of Applications for use in Web Based and Disconnected environments
- API's and SDKs Development Tools
- Extensive Online Free Training with Certificate Monitoring

This Master Purchase Agreement provides pricing to purchase ESRI software directly from the vendor and is available for use by non-state organizations. All Federal Agencies use the Esri tools making seamless interaction with sister state agencies possible.

The software is used to support numerous mapping applications across State Government. These are critical functions including emergency management, wildlife and natural areas of conservation, 911 routing, and transportation asset management. ESRI software is a standard technology brick for GIS functions.

The Department will use the Master Purchase Agreement to purchase software, support/maintenance, and training directly through ESRI (for example, this is how we purchase Oracle or Microsoft licenses) rather than through a third party.

3. Availability of other Public Resources

Please explain how the requesting Department concluded that sufficient staffing, resources, or expertise is not available within the State of Maine's government, or other governmental entities (local, other state, or federal agencies) external to the requesting Department, which would be able to address the identified need more efficiently and effectively than the identified vendor.

This is an agreement for commercial off-the-shelf software, software support/maintenance, training and professional services. Professional services related to the software installation and use are available through the Master Agreement; however, they have not been used over the past 8 years and are not anticipated to be used.

The Master Agreement is used for software acquisition, maintenance/support, and training.

4. Cost

Since a waiver of competitive bidding is being requested for this procurement, please explain how the requesting Department concluded the negotiated costs, fees, or rates are **fair and reasonable**.

This Master Agreement puts in place contract terms and conditions and pricing to allow State agencies to purchase from the software source/vendor. The terms and conditions have been reviewed and approved by the Attorney General's Office.

State of Maine Waiver of Competitive Bidding Request Form

5. Future Competition

Please describe potential opportunities which may be available to foster competition for these goods or services in the future.

The Department always tries to foster competition and competes services and commodities as required. In this case, a direct Master Purchase Agreement with software developers provides the best value for the State of Maine.

Please note that only one of the two points below ("Uniqueness" or "Timeframe") requires a response. Requesting Departments are not required to respond to both points.

6. Uniqueness

Please explain if the goods or services required are unique to a specific vendor. Describe the unique qualifications, abilities, and/or expertise of the vendor and how those unique factors address the specific need identified above. If the vendor has unique equipment, facilities, or proprietary data, also explain the necessity of these unique assets.

ESRI software product has been designated a standard technology brick for GIS functions for the State of Maine. This is a statewide solution used by numerous mapping applications across State Government.

The software is used to support numerous mapping applications across State Government, wildlife and natural areas of conservation, 911 routing, and transportation asset management with many users all over the State of Maine with varying skill level. It would be a significant effort by the Department to re-define and implement a new standard for GIS function. Many States are also using ESRI Software as a GIS Function tool as well.

7. Timeframe (Complete only if B. is the Statutory Justification marked on Page 1)

Please explain if time is of the essence and an emergency exists which requires the immediate procurement of goods or services. Describe the nature of this emergency, provide the date by which the goods or services must be delivered, and explain how that date was determined and its significance (i.e. impact if delayed beyond this date). Also, provide information as to how it was determined this vendor is the best option to address this time-sensitive procurement.

**Signature of requesting
Department's Commissioner
or Chief Executive
(or designee within the
Commissioner's Office):**

*By signing below, I signify that my Department requests, and I approve of, this
Waiver of Competitive Bidding.*

Printed Name:

JAMES R. SMITH

Richard W. Rosen

Date:

5-22-17

06-05-17