NOVEMBER
STATEWIDE CONTRACT #3
SWC # 3008
Edison # 44017

Department of General Services
Central Procurement Office
(CPO)

VENDOR:
Environmental Systems
Research Institute (ESRI)

STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

BILL HASLAM
GOVERNOR

ROBERT E. OGLESBY, AIA
COMMISSIONER

MEMORANDUM

TO: Fiscal Review Committee

FROM: Chris Benson, Category Specialist

SUBJECT: Sole-Source Statewide Contract #3008, GIS Software and Support

DATE: October 24, 2014

The Category Specialist recommends approving a one-year sole-source statewide contract with Environmental Systems Research Institute (ESRI) for GIS software and support with a State option for four (4) one-year renewals. GIS software is State-Standard as mandated by the Office for Information Resources in their Enterprise Technology Architecture document.

CENTRAL PROCUREMENT OFFICE

312 ROSA L. PARKS AVENUE, 3RD FLOOR • NASHVILLE, TENNESSEE 37243
(615) 741-1035 • FAX: (615) 741-0684 • WWW.TN.GOV/GENERALSERV/

SWC# 3008 – GIS Software and Support – Edison #44017

Contract Start Date:	January 15, 2015
System Expiration Date:	January 14, 2016
Original Number of Renewals:	Four (4)
Renewals Remaining:	Four (4)
Competitively Procured:	Sole Source
# of Invitations Sent:	1
# of Responses Received:	1
Requested Action:	Approve Multi-Year Sole Source Contract
Vendor Name and Location:	Environmental Systems Research Institute (ESRI) 380 New York Street Redlands, CA 92373-8100
Main User Agencies:	Office for Information Resources (OIR)
Estimated Annual Volume:	$ 725,000.00
Spend to Date:	$ 720,319 (07/01/2013 – 06/30/2014)

Original Estimated Annual Cost Savings (if any): $0

Background: The State is currently on a one-year sole-source contract with ESRI for GIS software and support. This software is used by OIR and most local governments throughout Tennessee to collect and analyze geographic information. OIR and CPO would like to enact a one-year agreement with ESRI with an option for four (4) annual renewals. GIS Software is State-Standard as specified by OIR in their Enterprise Technology Architecture document. OIR has requested the availability of seven (7) different consulting lines on the contract to fulfill State needs.

Contract Line Items: 8

1. GIS Technical Specialist/Engineer (S1), Maximum Hourly Rate
2. GIS System/Software Developer (S2), Maximum Hourly Rate
3. Senior GIS System/Software Architect (S3), Maximum Hourly Rate

4. GIS Consultant/Project Manager (M1), Maximum Hourly Rate
5. Senior GIS Consultant/Project Manager (M2), Maximum Hourly Rate
6. Principal GIS Consultant/Program Manager (M3), Maximum Hourly Rate
7. GIS Database Specialist/Analyst (DB), Maximum Hourly Rate
8. Catalog, for the purchase of software, maintenance & training.

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Chris Benson	*Contact Phone:	(615) 741-0942
*Presenter's name(s):	Chris Benson		
Edison Contract Number: *(if applicable)*	SWC 3008, Edison contract # 44017	RFS Number: *(if applicable)*	N/A
*Original or Proposed Contract Begin Date:	01/15/2015	*Current or Proposed End Date:	01/14/2016
Current Request Amendment Number: *(if applicable)*			
Proposed Amendment Effective Date: *(if applicable)*	01/15/2015		
*Department Submitting:	General Services		
*Division:	Central Procurement Office		
*Date Submitted:	10/27/2014		
*Submitted Within Sixty (60) days:	Yes		
If not, explain:			
*Contract Vendor Name:	Environmental Systems Research Institute		
*Current or Proposed Maximum Liability:	Statewide Contract #3008		
*Estimated Total Spend for Commodities:	3,625,000		

*Current or Proposed Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY: 2015	FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: N/A
$725,000	$725,000	$ 725,000	$ 725,000	$ 725,000	$ N/A

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from Edison)

FY:N/A	FY: N/A	FY: N/A	FY: N/A	FY: N/A	FY: N/A
$ N/A	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	N/A
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	N/A
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	N/A

Supplemental Documentation Required for Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	100%	Federal:	
Interdepartmental:		*Other*:	
If "*other*" please define:			
If "*interdepartmental*" please define:			

Dates of All Previous Amendments or Revisions: (*if applicable*)	Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)
None	

Method of Original Award: (*if applicable*)	Sole-Source ITB
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?	$ 3,625,000. Based on spend reports from Edison.
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.	1. ESRI manufactures and distributes GIS software and supplies the higher-level consulting services. ESRI is the only potential vendor that can supply the State with all needed State-Standard GIS software and applicable consulting expertise. State and local governments depend on this software and do not have an alternative at this time.

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: July 30, 2014

TO: To Whom It May Concern

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of **software maintenance** (technical support plus Esri software updates/upgrades) for Esri products.

Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

- ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcGIS Runtime and Extensions
- Certain proprietary training courses
- Esri Business Analyst Online
- Esri Community Analyst
- Esri Business Analyst Server
- Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Maps Products
- Esri Roads and Highways
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain small businesses (see GSA Advantage! for details) as resellers of the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS for Aviation
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime: Bathymetry
- ArcGIS for Maritime: Charting
- ArcGIS for Server and extensions
- Certain Esri instructor-led training courses
- Esri Business Analyst Server
- Esri Defense Mapping
- Esri Production Mapping

Esri distributes certain software licenses, ***excluding those listed above***, through open-market value-added resellers and distributors. If you have further questions, please contact me at 909-793-2853, extension 1-1990.

J. Ricks

Jackie Ricks

cy14-4151

Rule Exception Request

Route completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED	APPROVED
Michael F. Perry III CHIEF PROCUREMENT OFFICER (Required for all Rule Exception Requests)	Justin P. Wilson 10/13/14 COMPTROLLER OF THE TREASURY (ONLY for applicable statutorily required approvals e.g., records, annual report and audit, or monitoring provisions)

Request Tracking #	32110 - 0000008228
1. **Contract #**	TBD
2. **Goods or Services Caption**	GIS Software and Support
3. **Contractor**	Esri
4. **Contract Period** (with ALL options to extend exercised)	60 months
5. **Contract Maximum Liability** (with ALL options to extend exercised)	$0
6. **Rule(s)** (for which the exception is requested) Please include citation and written explanation of Rule(s) to be excepted.	**0690-03-01-.17 Necessary or Prohibited Contract Clauses and Rule Exceptions** The purpose of this Rule is to prescribe the necessary and prohibited contract clauses for contracts subject to these Rules. The form and content of all contract clauses shall be established by Central Procurement Office Policy. This Rule shall also prescribe a procedure for approving exceptions or modifications to contract clauses prescribed or prohibited by this Rule or Central Procurement Office Policy
7. **Explanation of Rule Exception Requested**	The following standard and special terms and conditions have been changed. Please review the attached Addendum 1 for a more detailed explanation of the language that was changed. 1. Standard Term #6 2. Standard Term #10 3. Standard Term #11 4. Standard Term #12 5. Standard Term #13 6. Standard Term #17 7. Standard Term #36 8. Special Term #10 – Fixed Bid Price for Contract Period (No Price Increase Allowed) 9. Special Term #23 – Contract Cancellation 10. Special Term #30 – Maintenance/Prepaid Service Cost Reimbursement
8. Justification	This is a sole source procurement for Esri's GIS Enterprise License Agreement. It is a statewide contract utilized by the Office for

	Information Resources (OIR) along with other State Agencies and local governmental entities. OIR established several of the GIS software products as State Standards that must be used by State Agencies that require this type of software. The products that have been established as state standards are as follows: ArcGIS Desktop 10, ArcGIS Engine 10, ArcGIS Explorer, ArcGIS Runtime (Linux, Win, wpf), ArcGIS Server 10, ArcInfo 10, & ArcPad 10. A sole source letter from Esri is attached indicating it is the sole source provider of these ESRI products.

Agency Head Signature and Date (contracting agency head or authorized signatory)

Paul D. Tirado Director of Category Management and Legal Team 10/3/14

cy14-3917

11-20-13 REQUEST-SPECIAL

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.
NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.
Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED	APPROVED
Michael F. Perry 7/1/	Justin P. Wilson 8/4/14
CHIEF PROCUREMENT OFFICER DATE	COMPTROLLER OF THE TREASURY DATE

Request Tracking #	32110 - 8228
1. Contracting Agency	Department of General Services, Central Procurement Office
2. Type of Contract or Procurement Method	☐ No Cost ☐ Revenue ☒ Sole Source ☐ Proprietary ☐ Competitive Negotiation ☐ Other _____
3. Requestor Contact Information	Chris Benson, 615-741-0942, chris.benson@tn.gov
4. Brief Goods or Services Caption	ESRI GIS Software
5. Description of the Goods or Services to be Acquired	ESRI GIS Software, Annual Maintenance, and Consulting
6. Proposed Contractor	Environmental Systems Research Institute (ESRI)
7. Name & Address of the Contractor's principal owner(s) *– NOT required for a TN state education institution*	ESRI 380 New York Street Redlands, CA 92373-8100
8. Proposed Contract Period *– with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.*	60 months
9. Office for Information Resources Pre-Approval Endorsement Request *- information technology (N/A to THDA)*	☐ Not Applicable ☒ Attached

Request Tracking #	32110 - 8228
10. eHealth Pre-Approval Endorsement Request *- health-related professional, pharmaceutical, laboratory, or imaging*	☒ Not Applicable ☐ Attached
11. Human Resources Pre-Approval Endorsement Request *- state employee training*	☒ Not Applicable ☐ Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	☐ NO ☒ YES, The current contract SWC#3008, Edison #40329 will expire on 01/14/15 and a new contract will need to be established.
13. Maximum Contract Cost - *with ALL options to extend exercised*	$3,625,000
14. Was there an initial government estimate? If so, what amount?	☒ NO ☐ YES, $
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	The maximum contract cost is based on last year's total spend, which was $720,319.66.
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	Benchmarking pricing with other States' has shown that Tennessee is receiving the exact same pricing as other States.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	N/A
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	Twenty-One different State departments currently utilize GIS software. This software is critical to their processes.
19. Proposed contract impact on current State operations	State agencies with these products would be forced to establish agency contracts and the State would not be able to leverage the discounts.
20. Justification - Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	The sole-source procurement is needed to allow the continuation of purchase of new GIS software as well as maintenance for existing GIS software that is already in use by multiple agencies. The Office for Information Resources (OIR) established the following GIS software products as State Standard: ArcGIS Desktop 10, ArcGIS Engine 10, ArcGIS Explorer, ArcGIS Runtime (Linux, Win, wpf), ArcGIS Server 10, Arcinfo 10, & ArcPad 10.
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	☐ NO ☐ YES
24. Summary of State responsibilities under proposed contract	

Request Tracking #	32110 - 8228
For Sole Source and Proprietary Procurements Only	
25. Explanation of Need for or requirement placed on the State to acquire the goods or services	See Box #20
26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	ESRI has been the sole provider of GIS Software to State of Tennessee agencies and local governments for at least five years.
27. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	☐ NO ☒ YES, **Method:** Sole-Source Procurement **Name/Address:** Environmental Systems Research Institute 380 New York Street Redlands, CA 92373-8100
28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	There are no alternative procurement methods to obtain GIS software.
Signature Required for all Special Contract Requests	

Agency Head Signature and Date – *MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances*

Paul D. Kimble, Director of Category Management and Legal Team

Signature: Date: 7/31/14

OIR Pre-Approval Endorsement Request
E-Mail Transmittal

TO : Jane Chittenden, OIR Contracts
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Chris Benson
E-mail : Chris.Benson@tn.gov

DATE : 07/31/2014

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 32110 - 8228

OIR Endorsement Signature & Date:

Mark Bengel (gc) 7/31/14

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Office for Information Resources (OIR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	**Department of General Services, Central Procurement Office**
Agency Contact (name, phone, e-mail)	**Chris Benson, 741-0942, Chris.Benson@tn.gov**

Attachments Supporting Request (mark all applicable)

Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to OIR. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. OIR is aware that these documents will not have CPO signature when submitted with this request.

- ☒ Solicitation Document
- ☒ Special Contract Request
- ☐ Amendment Request
- ☐ Proposed Contract/Grant or Amendment
- ☐ Original Contract/Grant and Previous Amendments (if any)

Applicable RFS # 32110 - 8228

Information Systems Plan (ISP) Project Applicability

To avoid delay of OIR pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to OIR. If necessary, agency IT staff should contact OIR Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required):

☐ Applicable – Approved ISP Project#

☒ Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

Establish a sole-source Statewide Contract (SWC) to be used by the State of Tennessee and its Agencies to purchase GIS software product licenses; software product upgrades/upgrade licenses, maintenance, and consulting services from Environmental Systems Research Institute (ESRI).

Terms and Conditions

Event Number: 32110-0000008228

Standard Terms and Conditions

Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.

2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.

3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.

4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.

5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.

6. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Central Procurement Office which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.

7. IMPORTANT: By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.

8. State statutes require that all bidders be registered prior to the issuance of a contract or a purchase order. Vendors/Bidders can register online at the State of Tennessee Supplier Portal: https://supplier.edison.tn.gov.

9. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.

10. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Central Procurement Office, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.

11. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.

12. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Central Procurement Office.

13. The inclusion in any response of a limitation of remedies or liabilities clause may be cause for rejection, unless otherwise specified in this solicitation or in accordance with the provisions of *Tennessee Code Annotated* § 12-3-701 or Central Procurement Office Rules, policies or procedures.

14. All bidders have the right to inspect the bid file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested bidders should contact the Purchasing Agent following the bid opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all bidders detailing the bidder(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder. If there is no request to inspect the bid file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

15. Protest by Vendor: Pursuant to Tenn. Code Ann.§ 4-56-103, any actual proposer may protest. Please refer to the Central Procurement Office's website to obtain a copy of the protest procedures and protest bond requirements or contact the sourcing analyst or category specialist at 615-741-1035. The website for the Central Procurement Office is as follows:
http://tn.gov/generalserv/cpo/for_bidders.html

16. Bid Mailing Instructions: Each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the bid opening date. Bids should be mailed in a properly labeled sealed envelope to the following address:

Department of General Services, Central Procurement Office
Attn: Bidder Services
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

17. Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106

18. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Central Procurement Office, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

19. A bid must be received in the Central Procurement Office on or before the date and hour designated for the bid opening or the bid will be rejected.

20. The Central Procurement Office may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid (ITB), cessation of need, unavailability of funds, or any other reason approved by the Procurement Commission. The Procurement Commission has authorized rejection of all bids for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.

21. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

22. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Central Procurement Office to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Central Procurement Office to provide such aid or service.

23. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

24. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

25. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

26. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

27. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this event.

28. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the manufacturer's universal resource

locator (URL) for its MSDS in the event. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository:MSDS-SEARCH, which can be accessed on the internet at: http://www.msdssearch.com.

29. Conflict of Interest: The State may not consider a solicitation response from an individual who is, or within the past six (6) months has been, a state employee. For purposes of this solicitation, an individual shall be considered to be a "state employee" and prohibited from submitting a response to this solicitation for six (6) months after such time as all compensation for salary, termination pay, and annual leave has been paid to such state employee. A contract with or a solicitation response from a company, corporation, or any other contracting entity in which a controlling interest is held by a state employee shall be considered to be a contract with or a solicitation response from a state employee as though the state employee were submitting a response or entering a contract on his or her behalf. Notwithstanding the foregoing, a contract with or a solicitation response from a company, corporation, or any other contracting entity that employs an individual who does not own a controlling interest in such entity and who is, or within the past six months has been, a state employee shall not be considered a contract with or a solicitation response from a state employee and shall not constitute a prohibited conflict of interest.

30. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

31. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

32. Professional Licensure and Department of Revenue Registration: All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this solicitation, shall be properly licensed to render such opinions. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

33. Prohibition of Illegal Immigrants: The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests,

certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records.
Signed and dated Attestation Forms for your company that have been submitted to the Central Procurement Office and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Central Procurement Office.

By authorized signature on this Invitation to Bid the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Central Procurement Office. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at
http://tn.gov/generalserv/cpo/for_bidders.html

34. Modifications and Amendments: This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).

35. Records - Examination/Audit: The state may, at reasonable times, examine/audit the books and/or records of any vendor/ contractor where such books and/or records relate to the performance of any contract or subcontract with the state. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the vendor/contractor or subcontractor for a period of three (3) years from the date of final payment under the prime contract or subcontract. Said examination/audit may be performed at any reasonable time by the Central Procurement Office, the Comptroller of the Treasury, or their duly appointed representative(s).

36. HIPAA Compliance: The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

Special Terms and Conditions

1. F.O.B. Destination (Statewide Contract)

All state agencies, local government agencies and authorized non-profit enterprises located within the State of Tennessee.

2. Term of Contract - Multi-Year

Total Number of Years if all Options are Exercised: 5

Initial Contract Term With 4 Renewals

Start Date: January 15, 2015
Initial End Date: January 14, 2016
Final End Date: January 14, 2020

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the State, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

RENEWAL OPTIONS: This contract may be renewed upon satisfactory completion of the initial contract term. The State reserves the right to execute up to the number of renewal options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the State. It is mutually understood and agreed that the State's commitment is limited to a base term contract, not to exceed twelve (12) months, which is subject to renewal annually at the State's sole option.

It is understood and agreed that the State reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

3. Volume, Multi-Year

The total purchases of any individual item on the contract are not known. The Central Procurement Office has attempted to give an accurate estimate of probable purchases of each item from the current contract period and projected estimates for the new contract period. The Central Procurement Office does not guarantee that the state will buy any or all estimated amounts of any specified item or any total amount.

Purchases Current Contract Period $ 720,319

Dates: From July 01, 2013 To June 30, 2014

Estimated Funding New Contract Period

1st 12 MONTHS $ 725,000
2nd 12 MONTHS$ 725,000
3rd 12 MONTHS$ 725,000
4th 12 MONTHS$ 725,000
5th 12 MONTHS$ 725,000

The vendor/contractor will only be paid for products or services rendered hereunder pursuant to purchase order releases issued to vendor/contractor from the state. The vendor/contractor is not entitled

to be paid the maximum liability for any one year under the contract or any extensions of the contract for product or service not requested by the state. Maximum liability represents available funds for payment to vendor/contractor and does not guarantee payment of any such funds to the vendor/contractor per year under this contract unless the state requests product or service and vendor/contractor provides said product or service. The state is under no obligation to request product or service from vendor/contractor in any specific dollar amounts per year under this contract and the state may not request any product or service at all from vendor/contractor during the contract period.

4. Bids Requested on Standard State Specifications for Products and/or Services

Unit price bids are requested on products or services that equal or exceed (unless specifications limit the dimensions or brand(s)/model(s) of products to be bid). The absence of detailed specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. All interpretations of specifications shall be made from this statement. It is understood that the specifications or references to available specifications shall be sufficient to make the terms of such specifications binding on the vendor/contractor. Bidders must submit for bid evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product offered, when applicable. Reference to literature submitted previously will not satisfy this requirement.

Bids requested on architect/engineer/designer specifications, if applicable. Bids are requested per architect/ engineer/designer's specification attached. Bids are to be lump sum and/or unit prices as shown on the price sheet. Any errors or omissions in plans or specifications shall be resolved prior to submission of a bid. Submission of a bid shall constitute agreement and compliance with such specifications and plans. All shop drawings and product sheets required by specifications shall be submitted to architect/engineer/designer prior to fabrication and/or installation.

5. Substitution

Substitution of one or more goods, brands or manufacturers after the contract is awarded is expressly prohibited unless approved in writing by the State. The State may, at its discretion, require the contractor to provide one or more substitute goods of equal quality, subject to the approval by the State, for the same price and on the same delivery terms, if one or more goods for which the contract was awarded becomes unavailable to the contractor.

6. Debarment and Suspension

The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

7. Bid Offer Expiration

Enter the expiration date of your bid offer in the space provided on this Invitation to Bid. A minimum period of thirty (30) days from the bid closing date is requested. The state shall have sixty (60) days to accept the bid if a minimum period is not stated.

8. Freight F.O.B. State Agency (In-House)

All quotations shall be F.O.B. destination. The term F.O.B. destination shall mean delivered and unloaded in-house or on-site service, with all charges for transportation and unloading prepaid by the vendor/contractor.

9. Freight F.O.B. State and Local Government Agencies (Dock)

All quotations shall be F.O.B. destination. The term F.O.B. destination shall mean delivered and unloaded onto the receiving dock of any state agency and, when applicable, any local government agency or authorized corporation within the State of Tennessee, with all charges for transportation and unloading prepaid by the vendor/contractor.

10. Fixed Bid Price for Contract Period (No Price Increase Allowed)

Bid prices must be fixed for the term of the contract, except the state shall be advised of and receive the benefit of any price decrease in excess of five (5) percent automatically. The vendor/contractor must provide written price reduction information within ten (10) days of its effective date.

11. Fixed Percentage for Contract Period (No Changes Allowed)

Bid percentage (%) discount or surcharge amount per line item must be fixed for the entire term of the contract.

12. Vendor Reporting

Contract vendors will be required to submit reports validating contract purchases, including purchases made by local governments, by period, line item and receiving location. Reports will detail at a minimum the following information:

1. Contract Number
2. Contract Line Item Number
3. Commodity Description
4. Line Item Quantity Purchased
5. Line Item Dollar Amount (Volume) Purchased

Additional report details may be required with a thirty (30) day written notice.

Reports are due at the Central Procurement Office in the first week of each quarter of the contract period. Reports must be submitted electronically or by digital appliance in Microsoft Excel format. Additional reports may be requested in writing by the Contract Administrator with a thirty (30) day written notice to the vendor.

13. Bidder's Qualification

Bidders must, upon request of the state, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications. The Assistant Commissioner, Department of General Services, Central Procurement Office, reserves the right to make the final determination as to a bidder's ability to perform.

14. Negotiations

The State may elect to negotiate by requesting revised Cost Proposals from apparently responsive and responsible respondents. However, the State reserves the right to award a contract on the basis of initial responses received. Therefore, each response should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to conduct multiple negotiation rounds. If the State exercises its right to enter into negotiations, it may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications and/or requirements. The

State may seek to clarify those identified issues during negotiations. All responsive respondents will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other price or service level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other method that does not reveal individual respondent pricing. During target price negotiations respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices. All communications, clarifications and negotiations shall be conducted in a manner that supports fairness in response improvement. Note that each clarification sought by the State may be unique to an individual respondent.

15. Department of Revenue Registration

The contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

16. Insurance Required

The successful bidder(s) shall procure and maintain for the duration of the contract, at their own cost and expense insurance against claims for injuries to persons or damages to property including contractual liability which, may arise in connection with the performance of the work performed by the contractor, his agents, representatives, employees or subcontractors under the contract.

The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by an original or .pdf format document certificate of insurance. The certificate shall list the State of Tennessee as the certificate holder and must list the company name and address on file with the State. Should any of the policy coverage(s) provided have a major change, expire, or be canceled before the expiration date the Contractor shall fax or email vendor.insurance@tn.gov, a copy of their insurer's cancellation notice within two (2) business days of receipt. The State of Tennessee shall be held harmless for any injuries, claims or judgments against the contractor.

Certificates for liability coverages shall name the State of Tennessee Central Procurement Office as an additional insured. The following Insurance Coverages are required:

Workers' Compensation Insurance: a certificate shall be provided which indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee., and Employer's Liability with the following limits:

E.L. Each Accident$500,000
E.L. Disease- Each Employee$500,000
E.L. Disease - Policy Limit$500,000

General Liability and Property Damage Insurance: Comprehensive General Liability Insurance, including but not limited to, bodily injury, property damage, contractual liability, products liability, with combined single limits of $500,000 per occurrence with a minimum aggregate of $1,000,000.

The successful bidder(s) shall provide the Central Procurement Office with an original certificate of insurance or .pdf format document as proof of insurance coverage, as stated above, naming the State of Tennessee, Central Procurement Office as additional insured, within ten (10) business days after request. If the certificate of insurance is in .pdf format, it must be received directly from the insurance company.

Upon award, failure to maintain insurance coverage for the duration of the contract period may result in cancellation of the contract. In the event that the insurance policy on file in the Central Procurement Office expires or is canceled, the contractor will be required to cease work until proof of insurance is presented.

17. Inspection of Materials, Equipment and Products

All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the state may seek damages regardless of whether a part or all of the merchandise has been consumed.

18. Bid Rejection

The Central Procurement Office reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the state.

Errors: Each correction made by the bidder on the bid response must be initialed in ink by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended after the bid opening. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above may be cause for rejection of part or the entire bid.

19. Single Award

A single contract for all line items will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. Prices shall be calculated as follows: The bidders unit bid price shall be multiplied by the line item quantity to obtain the line item total. If more than one line item is included in the bid document, each line item total shall be added together for a total price for all line items bid. The bidder must bid all line items to be considered for an award.

20. Award Criteria

An award shall be made to the lowest responsive and responsible bidder considering the following:

Ability to Perform
Conformity to Specifications
Lowest Composite Score

21. State Contract Administrator

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee
Department of General Services, Central Procurement Office
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Attn: Chris Benson

22. Purchase Order Release (Statewide)

Orders for products or services that are included on statewide contracts shall be prepared by agencies on departmental purchase orders and forwarded directly to the vendor/contractor. These purchase orders, when received by the vendor/contractor, serve as authorization for shipment of product(s) or start of service.

Products from different contracts issued for the same statewide may be combined on a single purchase order to the same vendor/ contractor to meet minimum order requirements. Local government agencies or authorized corporations, where applicable, will issue their purchase order releases directly to the vendor/contractor.

Billing Instructions:

The vendor/contractor shall invoice the state only after product has been received by the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. To the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, and/or fax for the person to contact with billing questions);
11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for delivered product(s) or service.

The vendor/contractor understands and agrees that the invoice shall;

· Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
· Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
· Not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

Payment: The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.

23. Contract Cancellation

Termination for Convenience: The State may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the State. The State shall give the vendor/contractor at least ninety (90) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered.

Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to withhold payment in excess of fair compensation for completed services.

Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the contractor.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

24. Service Contracts: Conflict of Interest

The contractor warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract.

25. Subcontracting

The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without obtaining the prior written approval of the Central Procurement Office. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work provided.

26. Specifications Govern Over Brand Names Listed

The acceptable brands and model numbers are believed to meet all written specifications; however, if an error exists, the specifications will govern.

27. Delivery Time (On-Time)

The contractor shall be required to maintain or to have available for their own use personnel, equipment, and products sufficient to perform "on-time" as specified in this Invitation to Bid.

28. Purchases by Local Government and Authorized Non-Profit Agencies (SWC)

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Director of Purchasing, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

29. Bids Requested For % Discount/Surcharge From Published Catalogs

A bidder is required to quote a single percentage (%), plus (+) and amount of surcharge, minus (-) and amount of discount, or $0.00 (net) applying to the products listed in all the published catalogs, price lists, or price schedules and any supplements on which the bid is based. If a plus (+) or minus (-) applying to the percent quoted is not denoted by the bidder, it is determined that the percent is to be considered a plus (+). A bidder is required to base a bid on the most current dated catalogs, price lists or price schedules in publication as of the bid opening date. Any industry wide price change by the manufacturer's catalogs, price lists or price schedules, may be submitted with the bid. Bidders shall

attach the manufacturer's notice of such price change(s) to the applicable catalogs, price lists or price schedules. No published printed prices or items as shown in any manufacturer's catalogs, price lists or price schedules submitted as part of any bid shall be altered, amended or limited within the product line or lines bid. All product lines subject to the single percentage (%) bid shall be clearly defined by the bidder.

In the event that any items requested in the Invitation to Bid are not available at the time of the bid in any published catalogs, price lists, or price schedules and such items are bid as special products to be provided to the State of Tennessee, then all such items must be listed on a supplement to the most current catalog, price lists, or price schedules with specific catalog or model numbers and prices and all applicable ordering information clearly listed. Catalogs, price lists, or price schedules submitted will be evaluated and may be accepted in whole, or acceptance may be limited to specific items or groups of items or to a specified dollar amount.

The successful bidder will be required to furnish the catalogs, price lists, and price schedules upon which the bid is based to using agencies and when applicable to local government agencies upon request, by direct mail, email or internet. The Central Procurement Office will not participate in this distribution, but must approve the catalogs, supplements, or price schedules.

30. Maintenance/Prepaid Service Cost Reimbursement

If for any reason prepaid maintenance costs are paid for any equipment, software, or any item associated with this contract for the reason of displacement, discontinued, etc. The vendor/ contractor is responsible for the total reimbursement due the State of Tennessee. All monthly charges will be prorated by a daily rate after the first of each month.

31. Product Substitutions and Supplements

Contractors may submit product substitutions or catalog supplements, to the existing catalog, as necessary to keep technology current. Product substitutions or catalog supplements will be conditionally accepted by the State when required to fulfill the demand of the current infrastructure environment, deployment, or project. All product substitutions and/or catalog supplements will require approval from the Office for Information Resources and Department of General Services, Central Procurement Office. Product substitutions and catalog supplements that are within the scope of the contract may be accepted, by the State, based on the following conditions:

1. Detailed information related to upgrades on software product substitutions, or catalog supplements must be supplied via a spreadsheet. The vendor will submit a request for the supplement on letterhead form and the contract items on the spreadsheet. In addition to the supplemental spreadsheet, the vendor will be required to submit the full catalog with the additional items included. This supplemental catalog will also have additional columns attached to include the following:

    - Replacement (replacement of existing catalog item)
    - New item
    - Remove item (removing an existing catalog item- product discontinued)
    - Price change
    - Name change (product name has change)
    - Price of removed item
    - New price (price of new item)
    - Old name (old name of item that was renamed)

2. The functional, technical, and performance characteristics of the substitute products and/or services must meet or exceed that of the products and/or services being replaced. Additionally, the price of the substitute item must be equal to or less than the item, it is to replace.

3. The Office for Information Resources, and Central Procurement Office must review and confirm that all proposed product substitutions and catalog supplements fall within the scope of the technical requirements of the contract and that all software meet and/or exceed the operational and functional requirements herein.

4. The substitute products and/or services must have been formally announced by the manufacturer as being standard, commercially available offerings.

5. Upon request, the Contractor must provide the State with products for testing and detailed information to substantiate compliance to the above conditions.

6. The Department of General Services, Central Procurement Office must approve the addition and substitution of products and/or services in the catalog prior to allowing the Contractor to offer the items to the State. Upon this approval, any addition and/or substitute item will become a catalog item for this contract, subject to the provisions herein.

STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

INVITATION TO BID

The following shall be completed by the bidder. The following is a list of acceptable responses:

1. The bidder can copy the document to their computer, fill out the form and re-attach it to the bid.
2. The bidder can attach or send its company's diversity business policies with the bid.
3. The bidder can attach or send responses to the Good Faith Efforts, Diversity Business Participation, and the Diversity Utilization Plan with the bid.

EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION

The Governor, in an effort to expand economic opportunities for small businesses and businesses owned by minorities and women in Tennessee, issued Executive Order Number 14 on December 8, 2003, which created the Governor's Office of Diversity Business Enterprise (Go-DBE). In 2004, to further facilitate the State's efforts to promote greater participation by minority owned, woman owned and small businesses in its procurement and contracting opportunities, the General Assembly passed legislation amending Tennessee Code Annotated 12-3-801 through 808 establishing the "Tennessee Minority Owned, Woman Owned and Small Business Procurement and Contracting Act." July 1, 2010 Public Chapter No. 1140 became effective by amending Title 12, Chapter 3, and Part 8 relative to include service-disabled veteran owned businesses. To coordinate this effort, Go-DBE and the Department of General Services' Central Procurement Office have implemented the following procedure:

The vendor or prime contractor should contact appropriate sources within its geographic area to identify qualified minority owned, woman owned, service-disabled veteran owned and small businesses for this purpose. If needed, the Governor's Office of Diversity Business Enterprise can provide a list of minority owned, woman owned, service-disabled veteran owned and small businesses who provide an array of services or a vendor may advertise in a newspaper with one or more wide-circulation publications to enhance the solicitation of proposals from minority owned, woman owned, service-disabled veteran owned and small businesses.

To assist you in your effort to seek and solicit the participation of minority owned, women owned, service-disabled veteran owned or small businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: http://www.tn.gov/businessopp/regdivcomp.html : or by calling the Governor's Office of Diversity Business Enterprise toll free at 866-894-5026. If you are currently utilizing a minority owned, women owned, service-disabled veteran owned or small business that is not listed in the State's directory, please provide its company name, address and telephone number in the space provided. We will assist them in registering with the Governor's Office of Diversity Business Enterprise.

Please complete the attached form and include all pertinent documentation regarding your company's efforts to achieve diversity business participation. This information must be submitted with the bid document and monthly thereafter until a reasonable level of diversity business participation is achieved.

GOOD FAITH EFFORTS

GOOD FAITH EFFORTS UNDERTAKEN BUT NOT LIMITED TO THE FOLLOWING ACTIONS (PROVIDE SPECIFIC DOCUMENTATION FOR EACH EFFORT CHECKED)

1) ____Contacted diversity businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on the Go-DBE Directory. (Provide a list of minority, women, service-disabled veteran owned and small businesses who were contacted. Indicate whether the diversity business responded or followed up to your solicitation request.)

2) ____Make the specifications and requirements of this procurement available for review by prospective diversity businesses at least ten (10) days before the bid or proposals are due.

3) ____If possible, breaking down or combining elements of work into economically feasible units to facilitate diversity business participation.

4) ____Work with minority, women, service-disabled veteran owned, and small business trades, community organizations, or minority, women, service-disabled veteran owned or small business organizations identified by Go-DBE to obtain diversity businesses participation, whenever possible.

5) ____If possible, provide assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for diversity business subcontractors.

6) ____Negotiate in good faith, with interested diversity businesses, and not reject them as unqualified without sound reasons based on lack of qualification, and document in writing the reasons for exclusion.

7) ____If possible, provide assistance to an otherwise qualified diversity business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assist diversity businesses in obtaining the same unit pricing with the bidder's suppliers, in order to help diversity businesses establish credit.

8) ____If possible, negotiate joint venture and partnership arrangements with diversity businesses in order to increase opportunities for diversity business participation on this procurement.

9) ____If possible, provide quick pay agreements, and policies to enable diversity businesses and suppliers to meet cash-flow demands.

10) ____Other effort. (Please provide details of efforts made to obtain diversity participation on the procurement).

DIVERSITY BUSINESS PARTICIPATION:

In order to achieve Diversity Business participation, certified **MINORITY-OWNED, WOMEN-OWNED, SERVICE-DISABLED VETERAN OWNED, AND SMALL-OWNED BUSINESSES** are expected to participate in the following manner.

MBE/WBE/ SDVBE/SBE Firm	Description of Work (MBE/WBE/ SDVBE, SBE)	Projected Contract Amount and Award Date	Contract Schedule Start Date	Contract Payment Schedule	Project Completion Date
Name: Address: City: State/Zip Code: Phone: E-mail:					
Name: Address: City: State/Zip Code: Phone: E-mail:					

DIVERSITY UTILIZATION PLAN

CONSULTANT/CONTRACTOR DETAILED MBE/WBE/SDVBE/SBE PLAN

Business/Company/Vendor Name:		
Event/Contract Number:		Award Date:
Address:	City:	State: Zip Code:
Event/Contract Description: (Brief Description of Project)		
Business/Company/Vendor Contact Name:		Phone: E-Mail:

PROJECTED MBE/WBE/SDVBE/SBE BID SUMMARY

	%	Amount		Amount
1. Total Dollar Value of the Contract	100%	$		
2. MBE Projected Goal Applied to the Contract	_____%	$	6. Total MBE Dollar Amount Met	$
3. WBE Projected Goal Applied to the Contract	_____%	$	7. Total WBE Dollar Amount Met	$
4. SDVBE Projected Goal Applied to the Contract	_____%	$	8. Total SDVBE Dollar Amount Met	$
5. MBE/WBE/SDVBE Combined Projected Goals	_____%	$	9. Combined Total MBE/WBE/SDVBE Dollar Amount Met	$

Go-DBE PROGRAM USE ONLY

		Date Approved	Date Disapproved	Initials
MBE (%)	Minorities (%)			
WBE (%)	Female (%)			
SDVBE (%)	Service-disabled veteran (%)			

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ADDENDUM NO. 1
To
The State of Tennessee Sourcing Event ID No. 32110-0000008228
Esri Agreement No. 2014MPA1439

The following comments, clarifications, exceptions and documents shall be incorporated by reference and integrated into the State of Tennessee, Contract #xxxxxfor Esri Software, maintenance, technical support, consulting and training.

1. STATE OF TENNESSEE SPECIFICATIONS, SOURCING EVENT #8228

2. STATE OF TENNESSEE, STANDARD TERMS AND CONDITIONS, EVENT NO. 32110-0000008228

Term and Condition #	
6	The Parties agree that this paragraph below shall be included at the end of the standard term and condition #6: The Parties agree that the comments and exceptions made to the Terms and Conditions and to the Special Terms and Conditions in this Addendum No. 1 shall be incorporated into the State Contract.
10	The Parties agree that this paragraph below shall be included at the end of the standard term and condition #10: The Parties agree that this Addendum 1 shall be part of Esri's bid.
11	The Parties agree that this paragraph below shall be included at the end of the standard term and condition #11: Esri guarantees and certifies that all Products shall substantially adhere to its Documentation and that all services shall be performed in a professional manner consistent with customary software industry practices.
12	The Parties agree that this modified paragraph below shall replace the standard term and condition #12: The Parties agree that this paragraph is modified as follows: "Upon Esri assignment of any resulting contract to an entity that acquires a substantial part or all of Esri's assets, Esri agrees to notify the State immediately." II
13	The Parties agree that this modified paragraph below shall replace the standard term and condition #13: In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the value of the Contract, which is stated in Special Term #3, "Volume, Multi-Year", as may be amended by written agreement of the parties, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

17	The Parties agree that this modified section below shall replace the standard term and condition #17: Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses (except for data that is not subject to a reasonable back-up program), and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of the comparative negligence or willful misconduct on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. Each partyfurther agrees it shall each be liable for the reasonable cost of attorneys in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of each party In the event of any such suit or claim, the Contractor shall give the State reasonablenotice thereof and shall provide all reasonable assistance required by the State in the State's defense. The State shall give the Contractor sufficient advanced written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106 Notwithstanding anything in this section to the contrary, any provision or provisions of this will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.
36	The Parties agree that this modified section below shall replace the standard term and condition #36: HIPAA Compliance: The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy if and when such laws and obligations apply (collectivelythe"PrivacyRules"). For clarity, the parties do not intend to and will not deliver to the other party any "protected health information" as defined by the Privacy Rules. a. Each party warrants to the other partythat it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract. b. Each party warrants that it will cooperate with theother party, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules. c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision, and the obligations of HIPAA shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document. d. Subject to the limitations set forth in the Contract, the Contractor will indemnify the State and hold it harmless for any violation of the Privacy Rules by the Contractor. This includes the costs of responding to a breach of protected health information,and any fines, penalties, or damages paid by the State because of the violation.

3. STATE OF TENNESSEE, SPECIAL TERMS AND CONDITION, EVENT NO. 8228

10. Fixed Bid Price for Contract Period (No Price Increase Allowed)	The Parties agree that this modified section below shall replace the special term and condition #10: The Parties agree that the percentage discounts for Products shall remain fixed during the term of the contract, and Esri shall provide any discounted pricing during its periodic updates to its Catalog (MPA Price List).While the percentage discount rate shall remain fixed during the term, individual pricing for Products and maintenance (Product updates and technical support) may be proportionally increased.The Parties agree that Esri has provided fixed pricing rates for Time and Material (T&M) engagements per labor category in the Event Details document as well as in Esri's contract document submittal. This pricing shall remain firm for the term of the contract.Pricing for collateral services such as Product-related services, training, and Esri's Enterprise Advantage Program (EEAP) may be increased on an annual basis during the term of the contract.
23. Contract Cancellation	The Parties agree that this modified section below shall replace the special term and condition #23, Contract Cancellation, Section "Termination for Cause": Termination for Cause: The Parties agree that any failure of Esri's obligations shall mean any material breaches of contract as interpreted by the law of the State of Tennessee, and that Esri shall have a reasonable period in which to cure any alleged material breaches of contract. If this contract is cancelled or terminated for any reason, all licenses granted hereunder terminate as well. Upon termination of a license a subscription, or the contract, 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.
30. Maintenance/Prepaid Service Cost Reimbursement	The Parties agree that this modified section below shall replace the special term and condition #30: If for any reason prepaid maintenance costs are paid for any equipment, software, or any item associated with this contract for the reason of displacement, discontinued, etc.The vendor/ contractor is responsible for the prorated reimbursement due the State of Tennessee. All monthly charges will be prorated by a daily rate after the first of each month.

4. The Following attached Esri documents are incorporated herein by reference, and shall be incorporated into the resulting Contract:

I. License Agreement (comprised of the General License Terms and Conditions and Exhibit 1, Scope of Use);
II. Training Terms and Conditions;
III. Response and Resolution Time Matrix;
IV. Custom Software, Technical Data, and Assistance License Addendum (including Attachment B, Time and Materials Rate Schedule (2014–2019);
V. Enterprise Advantage Program Agreement; and
VI. MPA Price List

ACCEPTED AND AGREED:

THE STATE OF TENNESSEE	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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LICENSE AGREEMENT
(E204M06/13/2014)

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 the State Contract. In addition to the Scope of Use in Article 4, Exhibit 1—Scope of Use (E300M) applies to specific Products. Addendum 1, Addendum 2, Addendum 3, and Addendum 4 collectively comprise Exhibit 1—Scope of Use (E300M) 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 (E300M) 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 Program*s. 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.
m. 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.

ARTICLE 5—RESERVED

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. NOTWITHSTANDING THE FORGOING, ESRI SHALL EMPLOY REASONABLE COMMERCIAL MEASURES TO SUPPORT ITS CONTINUAL 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 Remedy. Licensee's 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.

Notwithstanding anything in this section to the contrary, any provision or provisions of this section will not apply to the extent they are finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.

ARTICLE 7—LIMITATION OF LIABILITY(SUBJECT TO THE STATE OF TENNESSEE TERMS AND CONDITIONS, EVENT NUMBER 32110-8228, PARAGRAPH 13)

7.1 Disclaimer of Certain Types of Liability. ESRI AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR 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 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 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 THE AMOUNTS PAID BY LICENSEE FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. The parties agree that Esri has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between

the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

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.

7.4 State of Tennessee Liability. Notwithstanding anything in this section to the contrary, any provision or provisions of this section will not apply to the extent they are finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.

ARTICLE 8—(RESERVED)

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. New or updated Products may require additional or differing terms for use and shall be governed by the then-current EsriLicense Agreement terms and conditions (including Exhibit 1—Scope of Use). However Articles 6, 7 and 9 and Sections6.3, 6.5. 7.1, 7.2, 7.3, 9.1, 9.3, 9.4, 9.5, 9.7 and 9.8 as amended in this document, shall apply to then-current versions of the General License Terms and Conditions (or Esri License Agreement included with the deliverable). Updated versions of the license terms and conditions will be available on Esri's Web site, included with a quote, or included with the deliverable Product.

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.

Sections 9.3, 9.4 and 9.5: RESERVED

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.

Section 9.7: RESERVED

9.8 Equitable Relief. Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

9.9Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.

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

EXHIBIT 1
SCOPE OF USE
(E300 06/13/2014)

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 Conditionsof 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 Conditionsof 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):

Desktop Products ▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Explorer Desktop (20; Addendum 2, Note 1) ▪ ArcGIS for AutoCAD (20) ▪ ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2) ▪ ArcReader (20; Addendum 2, Note 1) ▪ Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Maps for IBM Cognos, MicroStrategy, Microsoft Dynamics CRM, Office, SharePoint, Salesforce, or SAP BusinessObjects (2; Addendum 2, Note 1) ▪ ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1) ▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (Addendum 2, Note 1) **Server Products** ▪ ArcGIS for Server – Workgroup (28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – Enterprise (31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – with Virtual Cloud Infrastructure (10; Addendum 3—Common Terms) ▪ ArcGIS for Server Extension – ArcGIS for INSPIRE (Addendum 2, Note 1) ▪ Esri Business Analyst for Server – Workgroup (28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4) – Enterprise (31; 39; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Portal for ArcGIS (31; Addendum 2, Note 1) ▪ Esri Tracking Server (31)	**Developer Tools** ▪ ArcGIS Runtime SDK for 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) Softwareand Data (24; 26; Addendum 2, Note 6) ▪ Esri File Geodatabase API (47) **Bundled Products** ▪ ArcGIS for Transportation Analytics (1; Addendum 2, Note 1; Addendum 2, Note 2; Addendum 2, Note 11)

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. Esri Maps applications are licensed for use by Licensee's Named Users of ArcGIS Online or Portal for ArcGIS.Esri Maps applications may only be used by individuals who have been entitled to be a Named User of ArcGIS Online or Portal for ArcGIS. Embedding a Named User credential into an Esri Maps application is prohibited. Use of Esri Maps applications with ArcGIS Online Public Plans or ArcGIS Online Developer Plans is prohibited.

3–9. Reserved.

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17. Reserved.
18. The Deployment License is per Value-Added Application per computer.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensee may reproduce and distribute the Software provided all the following occur:

    a. The Software is reproduced and distributed in its entirety;
    b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as this License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
    c. All copyright and trademark attributions/notices are reproduced; and
    d. There is no charge or fee attributable to the use of the Software.

21. Reserved.
22. a. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
    b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on one (1) computer for use only by that end user.
23. Reserved.
24. EDN Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application 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. Anyediting 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 Conditionsof the License Agreement.Additional Terms of Use are listed immediately below this table and are referenced by number(s), shown in parenthesis, immediately following each Product name in the following table:

▪ ArcGIS Online Data (1) ▪ StreetMap Premium for ArcGIS (2) ▪ StreetMap for Windows Mobile (2) ▪ StreetMap for ArcPad (2) ▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1) ▪ HERE Traffic Data (11; Addendum 1, Note 1) ▪ Data Appliance for ArcGIS (3)	▪ Business Analyst/Location Analytics Data (4, 10) ▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) ▪ Data and Maps for ArcGIS (6) ▪ Esri MapStudio Data (9)

Notes:

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

Additional Terms of Use for Products listed above:

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. 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 issubject 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://corporate.navteq.com/supplier_terms.html.
b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf.
d. Microsoft Bing Maps data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/e-802-bing-mapsvcs.pdf.
e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
f. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
g. D&B Data: May not be used for direct mailing or direct marketing purposes.

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

a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:

a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf.
d. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

4. *Business Analyst Data; Location Analytics Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:

a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst

(Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API, with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.

b. Business Analyst Data provided with Business Analyst 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://corporate.navteq.com/supplier_terms.html.

e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.

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

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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://corporate.navteq.com/supplier_terms.html.
    b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
    c. Data from i-cubed is subject to the terms of use at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf.
    d. D&B Data: May not be used for direct mailing or direct marketing purposes.

10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option:* This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:

    a. HERE traffic data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
    b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
    c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
    d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
    e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
    f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at http://www.esri.com/legal/software-license (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditionsof 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.
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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 or its affiliates.

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

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

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee 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 interoperation 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 consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri reserves the right to suspend Licensee's account when consumption reaches one hundred percent (100%) of the Service Credits allocated to Licensee's subscription. Licensee's access to the account will be restored immediately upon the completion of Licensee's purchase transaction for additional Service Credits for the subscription account.

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

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

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

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

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

▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6) ▪ Esri Business Analyst Online (3; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Business Analyst Online Mobile (3; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1;Addendum 2, Note 4) ▪ Community Analyst (3; Addendum 2, Note 1; Addendum 2, Note 4)	▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Redistricting Online (Addendum 2, Note 1) ▪ Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)

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. If Licensee is using non-Esri application development tools to build applications that access Esri's Online Services, Licensee must include attribution acknowledging that its application is using Online Services provided by Esri. Guidelines are provided in the Documentation.
      viii. Licensee may not embed a Named User credential into a Value-Added Application. For all ArcGIS Online Plan accounts other than Public Plan accounts and ArcGIS for Developer 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 NPO/NGO Plan accounts.

d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NPO/NGO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.

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

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

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

▪ Educational Programs (1) ▪ Grant Programs (2)	▪ Home Use Program (3) ▪ Other Esri Limited Use Programs (4)

Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any administrative use unless Licensee has acquired an administrative use Term License. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes. 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.

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

Training Terms and Conditions

ARTICLE 1—TRAINING DESCRIPTION

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

ARTICLE 2—ESRI'S RESPONSIBILITIES

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

ARTICLE 3—CLIENT'S RESPONSIBILITIES

- Client must ensure the protection of Esri's copyrights. Client shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s).
- Client is not authorized to resell seat(s) to an Esri training event, unless explicitly authorized in writing by Esri.
- Client must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in an OnlineClassroom training event. Esri reserves the right to disconnect any Students who permit access to unregistered Students.
- Client must confirm that all registered Students meet the minimum prerequisites for the applicable training event set forth on Esri's Training website.
- Client must submit registrations with a confirmed payment commitment at least seven (7) business days before the training event start date. If Client submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Client must submit to the Esri Training Event Assistant a list of the names of Students that are to attend any training event. Client must submit the list of Student names to Esri at least three (3) business days before the training event start date. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.
- Client is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export regulation requirements, course scheduling changes, or cancellations.
- Client must provide written notice to Esri's Customer Servicedepartment atservice@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the training event start date.

- Client must complete and submit an Esri Client Site Training Request Form as well as ensure that it adheres to the course, facility, equipment, and Internet bandwidth and connectivity requirements for Esri Training as found at http://training.esri.com/gateway/index.cfm?fa=classroom.requirements.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.
- If the Esri Mobile Lab equipment is utilized at Client's domestic site, then the following terms will apply:

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

ARTICLE 4—INSURANCE AND INDEMNIFICATION

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

a. Comprehensive general liability or commercial general liability with minimum coverage of one million dollars ($1,000,000.00) combined single limit per occurrence for bodily injury, including death, and property damage liability, to include the following:

   1. Premises and operations
   2. Blanket contractual liability
   3. Broad form property damage
   4. Independent contractors
   5. Personal injury, with employee exclusion deleted
   6. Completed operations

b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

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

ARTICLE 5—UNIQUE CLIENT COACHING PRIVACY TERMS

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

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

Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809) and implementing regulations thereof.

ARTICLE 6—SOFTWARE LICENSES

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

ARTICLE 7—CANCELLATION AND RESCHEDULING POLICY

7.1 Individual Student Seats

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

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

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

7.3 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 the training or cancel the order without that affected party incurring any liability.

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

ARTICLE 8—WARRANTY

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

8.1 Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE DELIVERABLES ARE ERROR FREE.

ARTICLE 9—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

(SUBJECT TO THE STATE OF TENNESSEE TERMS AND CONDITIONS, EVENT NUMBER 32110-8228, PARAGRAPH 13)

RESPONSE AND RESOLUTION TIME

Response Time. Esri will respond to a technical support request during Esri Support Services operating hours. Esri will respond and provide status updates to Authorized Caller according to the severity level of the technical issue as shown in the table below. Authorized Caller may request that the technical specialist change a technical issue severity level, but a request for critical- and high-severity levels must be made via telephone.

Severity	Criteria	Response Time	Status Updates
Critical	▪ Causes a severe impact to business operations (e.g., critical business processes are disabled) ▪ No workaround available	Six (6) business hours	Esri will provide status every business day until closure of the Technical Support Incident.
High	▪ Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data) ▪ No stable workaround available	Eight (8) business hours	Esri will provide status every business day until closure of the Technical Support Incident.
Medium	▪ Causes a minor impact to business operations	Two (2) business days	Esri will provide status every three (3) business days until closure of the Technical Support Incident.
Routine	▪ Causes little or no impact to business operations	Two (2) business days	Esri will provide status every five (5) business days until closure of the Technical Support Incident.

Resolution Time. After the Technical Support Incident is logged, Esri will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround. While it is Esri's goal to provide an acceptable resolution to technical issues, Esri cannot guarantee that all technical issues can be fixed or resolved.

CUSTOM SOFTWARE, TECHNICAL DATA, AND ASSISTANCE LICENSE ADDENDUM (E600M 07/03/2012)

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. "Service Package"means a predefined unit of Services provided at a firm fixed price as set forth in Esri's proposal.
viii. "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.
ix. "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 Task Order or client ordering document (Purchase order) relating to the COTS Software. The format of the Task order document shall be similar to the example provided as Attachment A.

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 a signed purchase order with each Task order authorizing the work. Each Party may enter into Task Orders at its sole discretion and shall not have any obligation under a Task Order until Esri receives a signed purchase order from Licensee. 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 such of 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 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. Licensee will comply with this Article 5 to the extent that it is not in conflict with TN Public Records Act and if Licensee receives a public record request, Licensee will provide Esri with an opportunity to provide a legal argument as to why this information should not be released.

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 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 rated for labor categories set forth in Attachment B.", as per the specifications, the State will not pay for travel under this contract and all travel must be included in the prices bid by Esri.

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.

D. Notwithstanding anything in this section to the contrary, any provision or provisions of this section will not apply to the extent they are finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.

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; ORANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGESARISING 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 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.

D. Notwithstanding anything above Esri and Licensee agree that Article 10, Sections A, B & C above are subject to the State of Tennessee Terms and Conditions, Event Number 32110-8228, Paragraph 13

ARTICLE 11—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 become due and payable on the effective date of the termination
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., 10–13, 16, and 18 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 12—RESTRICTIONS ON SOLICITATION

"Neither Party shall solicit for hire any of the other Parties employees who are associated with efforts called for under this contract during the term and for a period of one (1) year thereafter. The foregoing shall in no way restrict Licensee from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

ARTICLE 13—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. Notwithstanding anything above to the contrary, Licensee is not subject to taxes and will provide its tax exemption certificate upon request.

ARTICLE 14—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 15—FORCE MAJEURE

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

ARTICLE 16—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 17—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: _____
_____
_____
Attn.: _____
Tel.: _____
Fax: _____

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 18—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 18.

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)

ATTACHMENT B
TIME AND MATERIALS RATE SCHEDULE

TIME AND MATERIALS RATE SCHEDULE

Effective 01-01-2014

Hourly time and materials labor rates have been provided for each labor category for the years 2014 -2019. The hourly labor rates for services that are performed after 2019 may be escalated in an amount not to exceed five percent (5%) or the then current escalation rate each year. Esri reserves the right to modify the rates in the proposed schedule in the event of any changes to the State of Tennessee's travel policy during the Term of this Agreement.

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. Descriptions of all labor categories follow, and the pricing table is on page 3 of this T and M rate schedule.

GIS Technical Specialist/Engineer (S1)

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)

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)

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)

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)

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)

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 ITprojects. 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)

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 hardcopy 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.

2014-2019 T and M Rates

Labor Category	Calendar Year Rates					
	2014	**2015**	**2016**	**2017**	**2018**	**2019**
GIS Technical Specialist/Engineer (S1)	$207	$214	$223	$233	$245	$257
GIS System/Software Developer (S2)	$268	$277	$288	$301	$316	$332
Sr. GIS System/Software Architect (S3)	$329	$341	$355	$371	$390	$410
GIS Consultant/Project Manager (M1)	$255	$264	$275	$287	$301	$316
Sr. GIS Consultant/Project Manager (M2)	$320	$331	$344	$359	$377	$396
Principal/GIS Consultant/Prog. Manager (M3)	$421	$436	$453	$473	$497	$522
GIS Database Specialist/Analyst (DB)	$176	$182	$189	$198	$208	$218

ENTERPRISE ADVANTAGE PROGRAM AGREEMENT (E125M)

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

ARTICLE 1—DEFINITIONS

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

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

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

"PSS" means Premium Support Services.

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

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

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

ARTICLE 2—ENTERPRISE ADVANTAGE PROGRAM

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

a. *Technical Advisor.* An Esri Technical Advisor who has expertise in Esri GIS software capabilities and has the ability to analyze and assess optimal solutions in the context of GIS enterprise implementation will be assigned to Licensee. Licensee will receive up to the number of ordered Technical Advisor hours. Licensee may elect to retain additional Technical Advisor Services for a supplemental price. Technical Advisors are not substitutes for services provided by Esri Support Services or Professional Services. Licensee will continue to contact Esri Support Services as the first point of contact for all technical support inquiries. If a custom application or other services are required, Licensee will need to enter into an agreement for use of Esri Professional Services. If Licensee requests the Technical Advisor to come to Licensee's site, Licensee will pay reasonable travel costs. The Technical Advisor in coordination with the Account Manager shall

   (1) Advise Licensee on GIS strategies, architectures, and product selection;
   (2) Advise Licensee on training needs, available business partner solutions, consulting support requirements, and business case development;
   (3) Act as Licensee's technical advocate in dealing with Esri;
   (4) Participate in annual account reviews; and
   (5) Serve as point of escalation if Licensee is not satisfied with the resolution of an incident through Esri Support Services.

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

c. *Learning and Services Credits*

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

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

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

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

2.2 Learning and Services Credit Use

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

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

ARTICLE 3—LICENSE GRANT

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

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

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

ARTICLE 4—WARRANTIES AND DISCLAIMERS

4.1 Warranties and Disclaimers

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

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

ARTICLE 5—LIMITATION OF LIABILITY

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

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

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

5.4 Notwithstanding anything above Esri and Licensee agree that Article 5, Sections 5.1, 5.2 & 5.3 above are subject to the State of Tennessee Terms and Conditions, Event Number 32110-8228, Paragraph 13

ARTICLE 6—COMPENSATION

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

6.2 Pricing for annual program renewals and new or additional Esri service offerings are at the catalog price submitted with Esri's bid on Event #8228. Any additional Esri service offerings not included in the catalog at the time of id may be submitted and reviewed and approved by the State, if applicable.

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

ARTICLE 7—TERM AND TERMINATION

7.1 Reserved.

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

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

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

7.5 Upon termination or expiration of this EAP Agreement

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

ARTICLE 8—CONFIDENTIALITY

8.1 Confidential Information. It may be necessary for Esri or Licensee to disclose to the other party certain confidential information under this EAP Agreement. The access code or password for the PSS website, information disclosed at review sessions, and any Work Product are confidential information of Esri. Licensee data contained in the Esri PSS website database is confidential information of Licensee. Each party shall use the confidential information described above only for

exchanging information needed to provide the PSS contemplated by this EAP Agreement. Within sixty (60) days of termination of this EAP Agreement, each party shall return or destroy and provide a certification of destruction of the confidential information of the other party. Licensee will comply with this Article 8 to the extent that it is not in conflict with TN Public Records Act and if Licensee receives a public records request, Licensee will provide Esri with an opportunity to provide a legal argument as to why this information should not be released.

8.2 Work Product

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

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

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

ARTICLE 9—PREMIUM SUPPORT SERVICES TERMS AND CONDITIONS

9.1 Premium Support Services. Should the Licensee choose to use Learning and Services Credits for PSS, the terms of this Article 3 shall also apply.

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

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

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

The PSC shall

a. Be familiar with Licensee's GIS software architecture and infrastructure to perform the scope of support pursuant to this Article 3;

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

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

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

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

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

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

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

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

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

9.8 PSS Restrictions and Exclusions

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

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

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

ARTICLE 10—CONSULTING SERVICES SUPPORT TERMS AND CONDITIONS

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

10.2 Patents and Inventions

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

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

ARTICLE 11—TRAINING TERMS AND CONDITIONS

11.1 Training. Should Licensee choose to use Learning and Services Credits for training or coaching services, the terms of this Article 4 shall also apply.

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

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

11.4 Esri's Responsibilities

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

11.5 Licensee's Responsibilities

a. Licensee must ensure the protection of Esri's copyrights. Licensee shall not copy or distribute, or permit a third party to copy or distribute, any of Esri's training material(s).
b. Licensee is not authorized to resell seats to an Esri training event unless explicitly authorized in writing by Esri.
c. Licensee must ensure that all Students have received confirmation from Esri to participate in an Esri training event. An unregistered Studentis not permitted to view or participate in a Virtual Classroom trainingevent. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
d. Licensee must confirm that all registered Students meet the applicable minimum prerequisites for the applicable training event set forth on Esri's training website.
e. Licensee must submit registration with a confirmed payment commitment at least seven (7) business days before the training event start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
f. US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List). To meet these export requirements, Licensee must submit to the Esri Training Event Assistant a list of the names of Students who are to attend any training event. Licensee must submit the list of Student names to Esri at least three (3) business days before the training event start date. Any Student whose name is found on any of the various US Government Denied Persons lists will not be permitted to attend training.
g. Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export licensing requirements, course scheduling changes, or cancellations.
h. Licensee must provide written notice to Esri's Customer Service at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of such change(s) prior to the training event start date.
i. Students may not use audio or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.
j. Licensee is responsible to ensure that it adheres to the course, facility, and equipment as well as Internet bandwidth and connectivity requirements for Esri Training as found at http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway.
k. Where the Esri Mobile Lab equipment is utilized at Licensee's domestic site, the following terms apply:

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

11.6 Cancellation and Rescheduling Policy

Individual Student Seats

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

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

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

If cancellation of a training event is necessary due to Force Majeure as described in Article 12 below, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

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

ARTICLE 12—GENERAL PROVISIONS

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

12.2 Nonsolicitation of Contractor Personnel. Neither Party shall solicit for hire any of the other Parties employees who are associated with efforts called for under this contract during the term and for a period of one (1) year thereafter. The foregoing shall in no way restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

State of Tennessee
MPA Price List
E418SHM 3Q2014

Section	Description	Price
1	**ArcGIS for Desktop Software**	
1	**ArcGIS for Desktop Concurrent Use Licenses**	
	ArcGIS for Desktop Advanced Concurrent Use License	$8,415.00
	ArcGIS for Desktop Standard Concurrent Use License	$5,950.00
	ArcGIS for Desktop Basic Concurrent Use License	$2,975.00
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	$2,125.00
	ArcGIS 3D Analyst for Desktop Concurrent Use License	$2,125.00
	ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	$2,125.00
	ArcGIS Publisher for Desktop Concurrent Use License	$2,125.00
	ArcGIS Tracking Analyst for Desktop Concurrent Use License	$2,125.00
	ArcGIS Data Interoperability for Desktop Concurrent Use License	$2,125.00
	ArcGIS Network Analyst for Desktop Concurrent Use License	$2,125.00
	ArcGIS Schematics for Desktop Concurrent Use License	$2,125.00
	ArcGIS Workflow Manager for Desktop Concurrent Use License	$2,125.00
	ArcGIS Data Reviewer for Desktop Concurrent Use License	$2,125.00
1	**ArcGIS for Desktop Extensions Concurrent Use Licenses Maintenance**	
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	$500.00

	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	$200.00
1	**ArcGIS for Desktop Single Use Licenses**	
	ArcGIS for Desktop Advanced Single Use License	$8,415.00
	ArcGIS for Desktop Standard Single Use License	$5,950.00
	ArcGIS for Desktop Basic Single Use Unkeyed License	$1,275.00
	ArcGIS for Desktop Basic Single Use Keyed License	$1,275.00
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	$2,125.00
	ArcGIS Spatial Analyst for Desktop Advanced Single Use License	$2,125.00
	ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	$2,125.00
	ArcGIS Data Interoperability for Desktop Advanced Single Use License	$2,125.00
	ArcGIS Network Analyst for Desktop Advanced Single Use License	$2,125.00
	ArcGIS Schematics for Desktop Advanced Single Use License	$2,125.00
	ArcGIS Publisher for Desktop Advanced Single Use License	$2,125.00
	ArcGIS Workflow Manager for Desktop Advanced Single Use License	$2,125.00
	ArcGIS Tracking Analyst for Desktop Advanced Single Use License	$2,125.00
	ArcGIS Data Reviewer for Desktop Advanced Single Use License	$2,125.00
1	**ArcGIS for Desktop Extensions Single Use Licenses**	
	ArcGIS Spatial Analyst for Desktop Single Use License	$2,125.00
	ArcGIS 3D Analyst for Desktop Single Use License	$2,125.00
	ArcGIS Geostatistical Analyst for Desktop Single Use License	$2,125.00
	ArcGIS Publisher for Desktop Single Use License	$2,125.00
	ArcGIS Tracking Analyst for Desktop Single Use License	$2,125.00
	ArcGIS Data Interoperability for Desktop Single Use License	$2,125.00
	ArcGIS Network Analyst for Desktop Single Use License	$2,125.00
	ArcGIS Schematics for Desktop Single Use License	$2,125.00
	ArcGIS Workflow Manager for Desktop Single Use License	$2,125.00
	ArcGIS Data Reviewer for Desktop Single Use License	$2,125.00

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	$1,700.00
1	**Upgrade from One ArcGIS Product to Another**	
	ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	$4,675.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	$4,675.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	$7,140.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	$7,140.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	$2,975.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	$5,440.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	$5,440.00

	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	$2,465.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	$2,465.00
1	**Esri Roads and Highways**	
	Esri Roads and Highways for Desktop Concurrent Use License	$8,500.00
	Esri Roads and Highways for Desktop Single Use License	$8,500.00
	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	$8,665.00
	Esri Production Mapping Single Use License	$8,665.00
	Annual Maintenance for Esri Production Mapping Concurrent Use License	$2,500.00
	Annual Maintenance for Esri Production Mapping Single Use License	$2,500.00
	ArcGIS for Aviation: Airports Concurrent Use License	$4,332.00
	ArcGIS for Aviation: Airports Single Use License	$4,332.00
	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	$8,665.00
	ArcGIS for Aviation: Charting Single Use License	$8,665.00
	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
2	**Esri Mapping and Charting Solutions Bundles**	
	ArcGIS for Aviation: Airports Bundle Single Use License	$8,925.00
	ArcGIS for Aviation: Airports Bundle Concurrent Use License	$8,925.00
	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	$17,425.00
	ArcGIS for Aviation: Charting Bundle Concurrent Use License	$17,425.00
	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
3	**Esri CityEngine**	
	Esri CityEngine Advanced Concurrent Use License	$3,400.00
	Esri CityEngine Advanced Single Use License	$3,400.00
	Esri CityEngine Basic Single Use License	$425.00
	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	$2,975.00
4	**Esri Developer Technology**	
4	**ArcGIS Engine Licenses**	
	ArcGIS Engine Single Use License	$425.00
	ArcGIS Engine Concurrent Use License	$1,063.00
	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	$850.00
	ArcGIS Spatial Analyst for Engine Single Use License	$850.00
	ArcGIS Geodatabase Update for Engine Single Use License	$850.00
	ArcGIS Network Analyst for Engine Single Use License	$850.00
	ArcGIS Schematics for Engine Single Use License	$850.00
	ArcGIS Tracking Analyst for Engine Single Use License	$850.00
	ArcGIS Data Interoperability for Engine Single Use License	$850.00
4	**ArcGIS Engine Extensions Concurrent Use Licenses**	
	ArcGIS 3D Analyst for Engine Concurrent Use License	$850.00
	ArcGIS Spatial Analyst for Engine Concurrent Use License	$850.00
	ArcGIS Geodatabase Update for Engine Concurrent Use License	$850.00
	ArcGIS Network Analyst for Engine Concurrent Use License	$850.00
	ArcGIS Schematics for Engine Concurrent Use License	$850.00
	ArcGIS Tracking Analyst for Engine Concurrent Use License	$850.00
	ArcGIS Data Interoperability for Engine Concurrent Use License	$850.00
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)	$34,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores)	$10,000.00
	ArcGIS for Server Enterprise Advanced (additional cores)	$8,500.00
	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)	$17,000.00
	Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores)	$5,000.00
	ArcGIS for Server Enterprise Standard (additional cores)	$4,250.00
	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)	$8,500.00
	Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores)	$3,000.00
	ArcGIS for Server Enterprise Basic (additional cores)	$2,125.00
	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)	$8,500.00
	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)	$4,250.00
	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)	$4,250.00
	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)	$2,125.00
	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)	$4,250.00
	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)	$8,500.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores)	$2,125.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores)	$8,500.00
	ArcGIS Image Extension for Server Enterprise Advanced (additional cores)	$2,125.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores)	$8,500.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores)	$2,125.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores)	$8,500.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores)	$2,125.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	$8,500.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores)	$2,125.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores)	$8,500.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores)	$2,125.00
	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 Esri Roads and Highways for Server Enterprise Advanced (up to four cores)	$2,500.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores)	$625.00
	Annual Maintenance for ArcGIS GeoEvent 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
5	**ArcGIS for Server Extensions Enterprise Standard**	
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	$8,500.00
	ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	$2,125.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	$8,500.00
	ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	$2,125.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	$8,500.00
	ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	$2,125.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	$8,500.00
	ArcGIS Image Extension for Server Enterprise Standard (additional cores)	$2,125.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	$8,500.00
	ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	$2,125.00

	Esri Roads and Highways for Server Enterprise Standard (up to four cores)	$8,500.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores)	$2,125.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores)	$8,500.00
	ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores)	$2,125.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores)	$625.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores)	$625.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores)	$625.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores)	$625.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores)	$625.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores)	$2,500.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores)	$625.00
	Annual Maintenance for ArcGIS GeoEvent 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
5	**ArcGIS for Server Extensions Workgroup Advanced**	
	ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	$4,250.00
	ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	$4,250.00
	ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	$4,250.00
	ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	$4,250.00
	Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	$4,250.00
	ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License	$4,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License	$1,250.00

	Annual Maintenance for Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension 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	$4,250.00
	ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	$4,250.00
	ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	$4,250.00
	ArcGIS Image Extension for Server Workgroup Standard (maximum four cores) License	$4,250.00
	ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	$4,250.00
	Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	$4,250.00
	ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License	$4,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for Image Extension for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License	$1,250.00
	Annual Maintenance for ArcGIS GeoEvent Extension 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)	$8,500.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	$25,500.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	$17,000.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores)	$2,125.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	$6,375.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores)	$4,250.00
5	**ArcGIS for Server Upgrades—Workgroup to Workgroup**	
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Standard (up to four cores)	$4,250.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Advanced (up to four cores)	$12,750.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (up to two cores)	$4,250.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (additional cores)	$2,125.00

5	**ArcGIS for Server Upgrades—Workgroup to Enterprise**	
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Basic (up to four cores)	$4,250.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	$12,750.00
	ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	$29,750.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	$8,500.00
	ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	$25,500.00
	ArcGIS for Server Workgroup Advanced Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	$17,000.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	$12,750.00
	ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	$29,750.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores)	$8,500.00
	ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores)	$25,500.00
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
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	$4,836.00
	Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	$1,209.00
	ArcGIS GeoEvent 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
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server	$313.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS GeoEvent 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
5	**ArcGIS for Server Enterprise Standard Extensions Staging Server**	
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server	$4,836.00
	ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	$1,209.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	$4,836.00
	ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	$1,209.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	$4,836.00
	ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	$1,209.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	$4,836.00
	ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	$1,209.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	$4,836.00
	ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	$1,209.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	$4,836.00
	Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	$1,209.00

	ArcGIS GeoEvent 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
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server	$313.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server	$1,250.00
	Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server	$313.00
	Annual Maintenance for ArcGIS GeoEvent 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
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	$4,250.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	$12,750.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server	$8,500.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores) Staging Server	$1,063.00
	ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	$3,188.00
	ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server	$2,125.00
6	**ArcGIS for Server Term Licenses**	
6	**ArcGIS for Server Enterprise Term Licenses**	
	ArcGIS for Server Enterprise Advanced (up to four cores) 30-Day Term License	$4,700.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 90-Day Term License	$12,000.00
	ArcGIS for Server Enterprise Advanced (up to four cores) 365-Day Term License	$24,000.00

	ArcGIS for Server Enterprise Standard (up to four cores) 30-Day Term License	$2,300.00
	ArcGIS for Server Enterprise Standard (up to four cores) 90-Day Term License	$6,000.00
	ArcGIS for Server Enterprise Standard (up to four cores) 365-Day Term License	$12,000.00
	ArcGIS for Server Enterprise Basic (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS for Server Enterprise Basic (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS for Server Enterprise Basic (up to four cores) 365-Day Term License	$6,000.00
6	**ArcGIS for Server Workgroup Term Licenses**	
	ArcGIS for Server Workgroup Advanced (up to four cores) 30-Day Term License	$2,300.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 90-Day Term License	$6,000.00
	ArcGIS for Server Workgroup Advanced (up to four cores) 365-Day Term License	$12,000.00
	ArcGIS for Server Workgroup Standard (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS for Server Workgroup Standard (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS for Server Workgroup Standard (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 30-Day Term License	$600.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 90-Day Term License	$1,500.00
	ArcGIS for Server Workgroup Basic (maximum four cores) 365-Day Term License	$3,000.00
6	**ArcGIS for Server Enterprise Extensions Term Licenses**	
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 365-Day Term License	$6,000.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 30-Day Term License	$1,200.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 90-Day Term License	$3,000.00
	Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License	$3,000.00

	ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 365-Day Term License	$6,000.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 30-Day Term License	$1,200.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 90-Day Term License	$3,000.00
	Esri Roads and Highways for Server Enterprise Standard (up to four cores) 365-Day Term License	$6,000.00
	ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 30-Day Term License	$1,200.00
	ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 90-Day Term License	$3,000.00
	ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 365-Day Term License	$6,000.00
6	**ArcGIS for Server Workgroup Extensions Term Licenses**	
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 30-Day Term License	$600.00
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 90-Day Term License	$1,500.00
	ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 365-Day Term License	$3,000.00

ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	$600.00
ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	$1,500.00
ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	$3,000.00
ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 30-Day Term License	$600.00
ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 90-Day Term License	$1,500.00
ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 365-Day Term License	$3,000.00
ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 30-Day Term License	$600.00
ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 90-Day Term License	$1,500.00
ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 365-Day Term License	$3,000.00
Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 30-Day Term License	$600.00
Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 90-Day Term License	$1,500.00
Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 365-Day Term License	$3,000.00
ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License	$600.00
ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License	$1,500.00
ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License	$3,000.00
ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 30-Day Term License	$600.00
ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 90-Day Term License	$1,500.00
ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 365-Day Term License	$3,000.00
ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 30-Day Term License	$600.00
ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 90-Day Term License	$1,500.00
ArcGIS Image Extension for Server Workgroup Standard(up to four cores) 365-Day Term License	$3,000.00
ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 30-Day Term License	$600.00
ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 90-Day Term License	$1,500.00
ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 365-Day Term License	$3,000.00
ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 30-Day Term License	$600.00
ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 90-Day Term License	$1,500.00

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

	ArcGIS GeoEvent 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	$15,746.00
	Esri Business Analyst Basic for Desktop Regional Single Use License	$11,496.00
	Esri Business Analyst Basic for Desktop State Single Use License	$7,246.00
8	**Esri Business Analyst for Desktop—Concurrent Use Licenses**	
	Esri Business Analyst Basic for Desktop National Concurrent Use License	$15,746.00
	Esri Business Analyst Basic for Desktop Regional Concurrent Use License	$11,496.00
	Esri Business Analyst Basic for Desktop State Concurrent Use License	$7,246.00
	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	$34,871.00
	Esri Business Analyst Standard for Desktop Regional Concurrent Use License	$25,092.00
	Esri Business Analyst Standard for Desktop State Concurrent Use License	$15,669.00
8	**Esri Business Analyst Standard for Desktop—Single Use Licenses**	
	Esri Business Analyst Standard for Desktop National Single Use License	$34,871.00
	Esri Business Analyst Standard for Desktop Regional Single Use License	$25,092.00
	Esri Business Analyst Standard for Desktop State Single Use License	$15,669.00
8	**Annual Maintenance for Esri Business Analyst Standard for Desktop—Concurrent Use and Single Use Licenses**	
	Annual Maintenance for Esri Business Analyst Standard for Desktop National License	$32,795.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop Regional License	$23,590.00
	Annual Maintenance for Esri Business Analyst Standard for Desktop State License	$14,720.00
8	**Esri Business Analyst for Server**	
8	**Esri Business Analyst for Server Enterprise Advanced**	
	Esri Business Analyst for Server Enterprise Advanced (up to four cores)	$127,525.00
	Esri Business Analyst for Server Enterprise Advanced (additional cores)	$31,900.00
	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)	$21,881.00

8	**Esri Business Analyst for Server Workgroup Advanced**	
	Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	$63,775.00
	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)	$36,295.00
	Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores)	$9,093.00
	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 United States and Canada Datasets**	
	ArcGIS for Transportation Analytics Level 1 (up to 500 vehicles/assets) Annual License Fee	$62,893.00
	ArcGIS for Transportation Analytics Level 2 (up to 1,000 vehicles/assets) Annual License Fee	$77,401.00
	ArcGIS for Transportation Analytics Level 3 (up to 2,500 vehicles/assets) Annual License Fee	$178,957.00
	ArcGIS for Transportation Analytics Level 4 (up to 5,000 vehicles/assets) Annual License Fee	$343,381.00
	ArcGIS for Transportation Analytics Level 5 (up to 10,000 vehicles/assets) Annual License Fee	$667,393.00
9	**ArcGIS for Transportation Analytics—Additional 50-Asset Pack Licenses—United States and Canada**	
	ArcGIS for Transportation Analytics—Level 1 Additional 50-Asset Pack	$6,312.00
	ArcGIS for Transportation Analytics—Level 2 Additional 50-Asset Pack	$3,894.00
	ArcGIS for Transportation Analytics—Level 3 Additional 50-Asset Pack	$3,604.00
	ArcGIS for Transportation Analytics—Level 4 Additional 50-Asset Pack	$3,459.00
	ArcGIS for Transportation Analytics—Level 5 Additional 50-Asset Pack	$3,362.00
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	$1,573.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 2 Additional 50-Asset Pack	$1,476.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 3 Additional 50-Asset Pack	$1,331.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 4 Additional 50-Asset Pack	$1,186.00
	ArcGIS for Transportation Analytics with Real-Time Traffic—Level 5 Additional 50-Asset Pack	$1,041.00
11	**Esri Address Coder**	
	Esri Address Coder Standard National (per user license)	$7,675.00
	Esri Address Coder Standard Regional (per user license)	$5,550.00
	Esri Address Coder Standard State (per user license)	$3,085.00
	Annual Maintenance for Esri Address Coder Standard National (per user license)	$7,200.00
	Annual Maintenance for Esri Address Coder Standard Regional (per user license)	$5,200.00
	Annual Maintenance for Esri Address Coder Standard State (per user license)	$2,880.00
	Esri Address Coder Premium National (per user license)	$12,775.00
	Esri Address Coder Premium Regional (per user license)	$8,950.00

	Esri Address Coder Premium State (per user license)	$5,125.00
	Annual Maintenance for Esri Address Coder Premium National (per user license)	$12,000.00
	Annual Maintenance for Esri Address Coder Premium Regional (per user license)	$8,400.00
	Annual Maintenance for Esri Address Coder Premium State (per user license)	$4,800.00
13	**Mobile GIS**	
13	**ArcPad**	
	ArcPad Single Use License	$595.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data	$595.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data	$595.00
	ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data	$595.00
	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	$1,275.00
	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	$12,750.00
	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	$1,275.00
	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	$1,275.00
	Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License	$300.00
13	**StreetMap for ArcGIS for Windows Mobile**	
13	**StreetMap for ArcGIS for Windows Mobile 5-Pack Bundles**	
	StreetMap for ArcGIS for Windows Mobile for Desktop NAVTEQ North America Street Data 5-Pack Single Use Term License	$400.00
	StreetMap for ArcGIS for Windows Mobile for Desktop NAVTEQ Europe Street Data 5-Pack Single Use Term License	$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ North America Street Data 5-Pack Term License	$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ Europe Street Data 5-Pack Term License	$600.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ North America Street Data 5-Pack Term License	$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ Europe Street Data 5-Pack Term License	$600.00

	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ North America Street Data 5-Pack Term License	$400.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ Europe Street Data 5-Pack Term License	$600.00
13	**StreetMap for ArcGIS for Windows Mobile 50-Pack Bundles**	
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ North America Street Data 50-Pack Term License	$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced NAVTEQ Europe Street Data 50-Pack Term License	$5,700.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ North America Street Data 50-Pack Term License	$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard NAVTEQ Europe Street Data 50-Pack Term License	$5,700.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ North America Street Data 50-Pack Term License	$3,800.00
	StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced NAVTEQ Europe Street Data 50-Pack Term License	$3,800.00
16	**Instructor-Led Training (ILT)**	
	ILT—per Student, per Day at Esri Learning Centers in the United States	$505.00
	Instructor-Led Online (ILO) Classroom Training—per Student, per Day	$505.00
	Additional Student—Client Site Private Class per Student, per Day	$340.00
	Additional Student—Esri Site Private Class per Student, per Day	$340.00
	Half-Day ILO 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	$4,545.00
	Private Classes—Client Site per Class, per Day (12 students) in Locations in the United States	$4,545.00
	Client Coaching Services—Client Site	$4,120.00
	Client Coaching Services—Esri Site	$4,120.00
	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
16	**Esri Virtual Campus Annual User License Pricing**	
	Premium Annual User License (2,500 Virtual Campus dollar value)	$2,250.00
	Premium Annual User License (5,000 Virtual Campus dollar value)	$4,250.00
	Premium Annual User License (7,500 Virtual Campus dollar value)	$6,000.00
	Premium Annual User License (10,000 Virtual Campus dollar value)	$7,000.00
	Premium Annual User License (25,000 Virtual Campus dollar value)	$16,250.00
	Premium One-Year Extension Annual User License	$660.00
16	**Esri Training Pass**	
	Esri Training Pass—per Day, 50 Days or Greater/per Year—Multiple-Year Term	$480.00
	Esri Training Pass—per Day, 50 Days or Greater/per Year—One-Year Term	$480.00
	Esri Training Pass—per Day, up to 49 Days/per Year—Multiple-Year Term	$505.00
	Esri Training Pass—per Day, up to 49 Days/per Year—One-Year Term	$505.00
	Esri Training Pass—One-Year Extension, up to 49 Days	$500.00
	Esri Training Pass—One-Year Extension, 50 Days or More	$1,500.00

17	**Online GIS**	
17	**ArcGIS Online for Organizations Plans**	
	ArcGIS Online Level 1 Plan—Includes up to 5 Named Users and 2,500 Credits	$2,500.00
	ArcGIS Online Additional User 5-Pack for Level 1 Plan	$2,500.00
	ArcGIS Online Level 2 Plan—Includes up to 50 Named Users and 10,000 Credits	$10,000.00
	ArcGIS Online Additional User 5-Pack for Level 2 Plan	$1,000.00
	ArcGIS Online Level 3 Plan—Includes up to 100 Named Users and 17,500 Credits	$17,500.00
	ArcGIS Online Additional User 5-Pack for Level 3 Plan	$875.00
	ArcGIS Online Level 4 Plan—Includes up to 250 Named Users and 37,500 Credits	$37,500.00
	ArcGIS Online Additional User 5-Pack for Level 4 Plan	$750.00
	ArcGIS Online Level 5 Plan—Includes up to 500 Named Users and 62,500 Credits	$62,500.00
	ArcGIS Online Additional User 5-Pack for Level 5 Plan	$625.00
	ArcGIS Online Level 6 Plan—Includes up to 1,000 Named Users and 110,000 Credits	$110,000.00
	ArcGIS Online Additional User 5-Pack for Level 6 Plan	$550.00
	ArcGIS Online Additional Service Credits—Block of 1,000	$100.00
17	**Esri Business Analyst Online Organization Plans for Use with ArcGIS Online**	
	Esri Business Analyst Online (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	$500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	$500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	$2,000.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	$200.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	$3,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	$175.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	$7,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	$150.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	$12,500.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	$125.00
	Esri Business Analyst Online (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	$22,000.00
	Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	$110.00
17	**Esri Community Analyst Organization Plans for Use with ArcGIS Online**	
	Esri Community Analyst (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users	$500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan	$500.00
	Esri Community Analyst (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users	$2,000.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan	$200.00
	Esri Community Analyst (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users	$3,500.00

	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan	$175.00
	Esri Community Analyst (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users	$7,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan	$150.00
	Esri Community Analyst (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users	$12,500.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan	$125.00
	Esri Community Analyst (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users	$22,000.00
	Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan	$110.00
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
19	**Premium Support Services**	
	Premium Support Annual Use—Unlimited Incidents	$35,000.00
	Premium Support Additional Authorized Contact—Unlimited Incidents	$10,000.00
19	**WebGISLaunch Kits**	
	WebGIS Launch Kit for ArcGIS Online (3 days)	$8,500.00
	WebGIS Launch Kit for Portal for ArcGIS - Standard (4 days)	$14,500.00
	WebGIS Launch Kit for Portal for ArcGIS - Advanced (5 days)	$19,500.00
19	**Workshop Packages**	
	Esri Production Mapping Workshop (3 days)	$11,900.00
	Esri Defense Mapping Workshop (3 days)	$11,900.00
	ArcGIS for Maritime: Charting Workshop (5 days)	$17,300.00
	ArcGIS for Aviation Workshop (3 days)	$11,900.00
	ArcGIS Data Reviewer Workshop (3 days)	$11,900.00
	ArcGIS Workflow ManagerWorkshop (3 days)	$11,900.00
19	**Jumpstart Packages**	
	ArcGIS for Server Jumpstart 3-Day Option (up to 2 servers)	$8,500.00
	ArcGIS for Server Jumpstart 4-Day Option (up to 4 servers)	$10,700.00
	ArcGIS for Server Geoportal Extension Jumpstart (3-day option)	$11,900.00
	ArcGIS for Server Geoportal Extension Jumpstart (5-day option)	$17,300.00
	Esri GeoportalServer Jumpstart (3-day option)	$11,900.00
	Esri GeoportalServer Jumpstart (5-day option)	$17,300.00
	Esri Production Mapping Jumpstart (5 days)	$17,300.00
	Esri Defense Mapping Jumpstart (5 days)	$17,300.00
	ArcGIS for Maritime: Charting Jumpstart (10 days)	$30,800.00
	ArcGIS for Aviation Jumpstart (5 days)	$17,300.00
	ArcGIS Data Reviewer Jumpstart (5 days)	$17,300.00
	ArcGIS Workflow Manager Jumpstart (5 days)	$17,300.00
	Tracking Server Jumpstart (5 days)	$22,755.00
	ArcGIS Image Extension for Server Jumpstart (3 days)	$11,900.00
	Data Appliance for ArcGIS Jumpstart (3 days)	$11,900.00
	Data Appliance for ArcGIS and ArcGIS for Server Bundle Jumpstart (5 days)	$17,300.00
19	**Services Packages**	
	Enterprise GIS Health Check (3 days)	$11,900.00
	Remote Developer Support (20 hours)	$4,900.00
	Remote Support for ArcGIS Server Geoportal Extension (20 hours)	$4,900.00
	Remote Support for Esri Geoportal Server (20 hours)	$4,900.00
19	**Esri Enterprise Advantage Program**	
	Esri Enterprise Advantage Program (EEAP)	$75,000.00
	Additional EEAP Technical Advisor Services	$21,000.00
	Additional EEAP 100 Learning and Service Credits	$47,000.00
	Additional EEAP 50 Learning and Service Credits	$23,500.00

20	**StreetMap Premium for ArcGIS North America NAVTEQ Data**	
20	**StreetMap Premium for ArcGIS NAVTEQ Data—State**	
	State—Full Use (per single use ArcGIS for Desktop user/per year)	$2,025.00
	State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$5,025.00
	State—Full Use (per ArcGIS for Server Enterprise/per year)	$25,025.00
	State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$10,025.00
	State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$1,025.00
	State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$2,525.00
	State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$12,525.00
	State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$5,025.00
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)	$925.00
	Small State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$2,275.00
	Small State—Full Use (per ArcGIS for Server Enterprise/per year)	$11,275.00
	Small State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$4,525.00
	Small State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$525.00
	Small State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$1,150.00
	Small State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$5,650.00
	Small State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$2,275.00
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)	$1,225.00
	Medium State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$3,025.00
	Medium State—Full Use (per ArcGIS for Server Enterprise/per year)	$15,025.00
	Medium State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$6,025.00
	Medium State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$625.00
	Medium State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$1,525.00
	Medium State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$7,525.00
	Medium State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$3,025.00
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)	$1,825.00
	Large State—Full Use (per concurrent use ArcGIS for Desktop user/per year)	$4,525.00
	Large State—Full Use (per ArcGIS for Server Enterprise/per year)	$22,525.00
	Large State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year)	$9,025.00
	Large State—Display and Geocode (per single use ArcGIS for Desktop user/per year)	$925.00
	Large State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year)	$2,275.00
	Large State—Display and Geocode (per ArcGIS for Server Enterprise/per year)	$11,275.00
	Large State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year)	$4,525.00