

STATE OF ILLINOIS
CONTRACT

Department of Innovation and Technology
Joint Purchase Master Contract (JPMC) for Environmental Systems Research Institute (ESRI)
ESRI GIS Sole Source Software Licenses and Maintenance
Contract Number CMT4185526

The Parties to this Contract are the State of Illinois acting through the undersigned Agency (the “State”) and Vendor. This Contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this Contract, constitute the entire Contract between the Parties concerning the subject matter of the Contract, and in signing the Contract, the Vendor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor’s execution of the Contract. This Contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. This Contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to Contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure (formerly named Forms B))

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD ILLINOIS CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST (IF APPLICABLE)**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “IPG Active Registered Vendor Disclosure (formerly called FORMS B)” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and

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conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS**CONTRACT**

Department of Innovation and Technology

Joint Purchase Master Contract (JPMC) for Environmental Systems Research Institute (ESRI)

ESRI GIS Sole Source Software Licenses and Maintenance

Contract Number CMT4185526

VENDOR

Vendor Name: Environmental Systems Research Institute, Inc. (ESRI)	Address (Street/City/State/Zip): 380 New York Street, Redlands, CA 92373909-793-2853
Signature:	Phone: 909-793-2853
Printed Name: Timothy Brazeal	Fax: 909.307.3020
Title: Manager, Commercial & Government Contracts	ALL NOTICES TO: Email: service@esri.com
Date: 12/27/2023	

STATE OF ILLINOIS

Procuring Agency: Department of Innovation and Technology	Phone: Click here to enter text.
Street Address: 120 W. Jefferson Street	Fax: Click here to enter text.
City, State ZIP: Springfield, IL 62702	ALL NOTICES TO: Email: DoIT.PSVM@Illinois.gov and DoIT.GeneralCounsel@Illinois.gov
Official Signature:	Date: 12/27/2023
Printed Name: Sanjay Gupta	by Jenifer L. Johnson, Chief of Staff
Official's Title: Acting Secretary	
Legal Signature:	Date: 12/27/2023
Legal Printed Name: Radhika Lakhani	
Legal's Title: General Counsel	
Fiscal Signature:	Date: 12/27/2023
Fiscal's Printed Name: Mary Feagaens	
Fiscal's Title: Chief Fiscal Officer	

Approved as to Legal
Form & Content
DBL for AEB
DoIT - Legal Dept.

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: R-185526
- Project Title: JPMC ESRI GIS Sole Source Software Licenses and Maintenance
- Contract #: CMT4185526
- Procurement Method (IFB, RFP, Small Purchase, etc.): Sole Source
- BidBuy / Bulletin Reference #: 24-448DOIT-INFOT-B-40280
- BidBuy / Bulletin Publication Date: 12/12/2023
- Award Code: D
- Subcontractor Utilization? ☐ Yes ☒ No Subcontractor Disclosure? ☐ Yes ☒ No
- Funding Source: 304-448-01-1900-00-00
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: The Department of Innovation and Technology ("DoIT") is establishing an indefinite quantity, multi-year, joint purchase master contract (JPMC) for the purchase of Environmental Systems Research Institute, Inc. ("ESRI" or "Vendor") Geographical Information Systems ("GIS") sole source software licenses and maintenance including enterprise licensing option. This contract, entered into by the Department of Innovation and Technology in cooperation and agreement with the Chief Procurement Office for General Services, should enable all governmental units and qualified not-for-profit agencies to purchase the supplies or services covered under this contract on an as needed basis during the contract period.

1.2. SUPPLIES AND/OR SERVICES REQUIRED: Vendor shall provide the items listed in the State of Illinois ESRI MPA Sole Source Price List MPA-01SS-3Q2023 on an as needed, if needed basis. Vendor shall provide an updated price list on an annual basis that reflects the agreed upon discount off of commercial list pricing. The Parties agree that the discount level applied to the Esri Price List will not change during the term of this Contract.

The State shall have no minimum purchase obligation or minimum order requirement under this contract. Orders against the resulting contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed, if needed basis. Other governmental units and qualified not-for-profit agencies will submit their own purchase forms. Orders written through and including the last day of the resulting contract shall be honored. Each individual order will have its own ship to/bill to information.

Any Vendor terms and conditions on the Vendor's ordering document(s) shall not apply to the contract or any orders against it. For each order, the governmental unit or qualified not-for-profit agency shall be solely responsible for all payments or other applicable obligations or disputes that may arise related to the order. DoIT shall have no obligations or responsibilities related to orders placed by other governmental units or qualified not-for-profit agencies. Nothing in this contract or elsewhere, including in any non-State approved forms, shall create any obligation to purchase, and make payments on, any products or services offered hereunder.

This contract also allows for the purchase of maintenance and support on new and/or existing licenses. Upon request, Vendor will allow maintenance and support to be pro-rated to expire at the end of the State's fiscal year (July 1-June 30).

All products furnished shall be new and/or like new, unused, or the most recent, not discontinued, manufacture.

The State recognizes that a manufacturer may make changes to service offerings at any time during the contract term (including optional renewals). Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

BB For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES: N/A

1.4. VENDOR / STAFF SPECIFICATIONS: N/A

1.5. TRANSPORTATION AND DELIVERY: Delivery and/or electronic delivery shall be as stated on each individual order. Except for physical hardware, Vendor shall not charge for shipping/handling.

1.6. SUBCONTRACTING

Subcontractors are not allowed.

1.6.1. Will subcontractors be utilized? ☐ Yes ☒ No

A "Subcontractor" is a person or entity who is specifically hired by Vendor to perform some or all of the work under this Contract and that enters into a contractual agreement with Vendor with a total value of \$100,000 or more. A Subcontractor who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with Subcontractors where the annual value of the subcontract is greater than \$50,000 must include Standard Illinois Certifications completed by the Subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of this Contract, the names and addresses of the Subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: [Click here to enter text](#)

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

- Subcontractor Name: [Click here to enter text](#)

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

If additional space is necessary to provide subcontractor information, please attach an additional page

1.6.3. All contracts with the Subcontractors identified above must include the Standard Illinois Certifications completed.

1.6.4. If the annual value of any the subcontracts is more than \$100,000, then Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that Subcontractor.

1.6.5. If at any time during the term of this Contract, Vendor adds or changes any Subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced Subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of Vendor and Subcontractor(s).

1.7. SUCCESSOR VENDOR

☐ Yes ☒ No This Contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this Contract.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the Contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of Contract if Vendor shifts any such work outside the United States. The Parties agree that this Section 1.8 does not apply to maintenance and support.

- Location where services will be performed: State of Illinois

Value of services performed at this location: To be determined on each order

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Pricing for this Contract shall be as follows.


2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the Contract price is firm or estimated at the time it is submitted for obligation. The total price of this Contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: N/A

2.5 VENDOR'S PRICING: Attach additional pages if necessary.

2.5.1 Vendor's Price for the Initial Term: Vendor's Price for the Initial Term: Pricing per State of Illinois ESRI MPA Sole Source Price List MPA-01SS-3Q2023. Vendor shall provide an updated price list on an annual basis that reflects the agreed upon discount off of commercial list pricing. For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Pricing.

 For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

☐ If checked, see the attached BidBuy Purchase Order for Vendor's Price for the Initial Term.

2.5.2 Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section. At no point will pricing be allowed to go below GSA pricing. Esri reserves the right to update pricing on an annual basis, or at any time should the pricing fall below GSA.

2.5.2.1 Agency Formula for Determining Renewal Compensation: N/A.

2.5.2.2 Vendor's Price for Renewal(s): N/A

2.6 MAXIMUM AMOUNT: The total payments under this Contract and all renewal options shall not exceed \$N/A without a formal amendment.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This Contract shall be in effect for a period of 36 months, beginning on December 28, 2023, or the last date of execution, whichever is later.

BB For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of this Contract, including the initial term, any renewal terms and any extensions, exceed (ten) 10 years pursuant to 30 ILCS 500/20-60.

3.1.2 Vendor shall not commence billable work in furtherance of the Contract prior to final execution of the Contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: This contract does not contain renewal options.

3.2.1. Any renewal is subject to the same terms and conditions as the original Contract unless otherwise provided in the pricing section. The State may renew this Contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The Contract may neither renew automatically nor renew solely at Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this Contract.

3.2.3. The State reserves the right to renew for a total of 0 years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: The State may terminate this Contract, in whole or in part, immediately upon notice to Vendor if: (a) the State determines that the actions or inactions of Vendor, its agents, employees, or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Vendor has notified the State that it is unable or unwilling to perform the Contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this Contract, is in violation of a material provision of this Contract, or the State determines that Vendor lacks the financial resources to perform the Contract, the State shall provide written notice to Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the Contract without additional written notice or (b) enforce the terms and conditions of the Contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days' prior written notice to Vendor, terminate this Contract in whole or in part and without payment of any penalty or incurring any further obligation to Vendor.

Upon submission of invoices and proof of claim, Vendor shall be entitled to compensation for supplies and services provided in compliance with this Contract up to and including the date of termination.

- 3.5 OTHER TERMINATION:** The State may also terminate, in whole or in part, this Contract without advance notice pursuant to Section 3.7.

- 3.6 SUSPENSION:** The State may also suspend, in whole or in part, this Contract without advance notice pursuant to Section 3.7.

- 3.7 AVAILABILITY OF APPROPRIATION:** This Contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or the Agency reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease and the Agency's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to Vendor under the Contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Contract by the Parties even if the effective date of the Contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the Contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor at 217-782-6206 or (<http://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This Contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this Contract, and the amount billed and expenses incurred are as allowed in this Contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise, Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and federal tax exemption information.
 - 4.1.6.2 Vendor shall invoice on a per order basis.

Send invoices to:

Agency:	See "Bill To" on individual order
Attn:	See "Bill To" on individual order
Address:	See "Bill To" on individual order
City, State Zip	See "Bill To" on individual order

BB For procurements conducted in BidBuy, the Agency may include in this Contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This Contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State. If all or substantially all of Vendor's assets are sold that are the subject of this contract, the State, Vendor, and purchaser of Vendor's assets will review in good faith to enter into a novation agreement if the Parties want to continue performance under the contract.

4.3 SUBCONTRACTING: Vendor must receive prior written approval before use of any Subcontractors in the performance of this Contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized Subcontractors to be utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the Subcontractor and the anticipated amount of money that each Subcontractor is expected to receive pursuant to this Contract. All Subcontracts must include the same certifications that Vendor must make as a condition of this Contract. Vendor shall include in each Subcontract the Standard Illinois Certifications form available from the State. If at any time during the term of this Contract, Vendor adds or changes any Subcontractors, then Vendor must promptly notify, by written amendment to this Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced Subcontractor will receive pursuant to this Contract, and the general type of work to be performed.

Upon the request of the Chief Procurement Officer appointed pursuant to paragraph (2) of subsection (a) of Section 10-20, the Vendor shall provide the Chief Procurement Officer a copy of a subcontract so identified within 15 calendar days after the request is made. A Subcontractor, or Vendor on behalf of a Subcontractor, may identify information that is deemed proprietary or confidential. If the Chief Procurement Officer determines the information is not relevant to the primary contract, the Chief Procurement Officer may excuse the inclusion of the information. If the Chief Procurement Officer determines the information is proprietary or could harm the business interest of the Subcontractor, the Chief Procurement Officer may, in his or her discretion, redact the information. Redacted information shall not become part of the public record. 30 ILCS 500/20-120.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its Subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State pursuant the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by Vendor for a period of three (3) years from the later of the date of final payment under the Contract or completion of the Contract, and by the Subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay Contract costs, Vendor and its Subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor

General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its Subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Contract or any subcontract for which adequate books and records are not available to support the purported disbursement. Vendor or Subcontractors shall not impose a charge for audit or examination of Vendor's or Subcontractors' books and records. 30 ILCS 500/20-65. To the extent any work under this Contract is part of the Illinois Works Pre-Apprenticeship Program or the Illinois Works Apprenticeship Initiative, Vendor and its Subcontractors shall upon reasonable notice appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d). Without limiting the requirements and obligations under 30 ILCS 500/20-65, the Parties intend that this section shall exclude books and records pertaining to overhead, general and administrative, company financials, and profit/expenses.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this Contract. Vendor shall continue to perform its obligations while any dispute concerning the Contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this Contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** The Parties agree to make reasonable efforts to not share or exchange confidential information under this Contract. The parties shall not exchange, deliver or grant access to protected health information (i.e., any information that would be termed "protected health information" under the provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) ("PHI"), unclassified controlled technical information as described in Defense Federal Acquisition Regulation Supplement 252.204-7012 ("UCTI") or any information controlled by International Traffic in Arms Regulations (ITAR) under this Contract unless: (i) the disclosing party first provides written notice of its intention to deliver such protected information to the receiving party, (ii) receives prior written consent from the intended recipient party that it will accept such protected information and (iii) the parties agree on designated person(s) for the recipient party as the only people who can accept delivery of such protected information. For the avoidance of doubt, consent to receive any protected information is in the sole discretion of the intended recipient and refusal to provide such consent shall not be a breach or default under this Contract. Each Party will (i) use reasonable efforts to restrict the exchange of personally identifiable information ("PII"). In the event PII is exchanged the receiving party shall (a) protect the confidentiality of any PII provided in the course of performance under this Contract; and (b) not use any PII it receives except in connection with the authorized business purpose for which it was disclosed. Each party agrees to fully comply with all applicable laws governing the exchange of PII, including but not limited to 815 ILCS 530 et seq.; however, to the extent it does not comply

with specific safeguard requirements in excess of its obligations under this paragraph, the PII recipient will not be in breach of this Contract provided that it makes prompt reasonable efforts to comply with such requirements upon determination that it is subject to them. To the extent the parties must exchange confidential data or information, each Party, including its agents and Subcontractors, shall presume all information' visibly marked as "Confidential" received from or to which it gains access pursuant to this contract, and that is exempt from disclosure under the Illinois Freedom of Information Act, is confidential. No confidential data collected, maintained, or used in the course of performance of this Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this Contract, in a non-proprietary, readily usable format, promptly at the end of this Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies, excluding Deliverables or Products (as defined in Master License Agreement 304523), created by Vendor under this Contract for specific services, whether written documents or data, goods, or deliverables of any kind, shall be subject to the ownership provisions of Vendor's agreements. Vendor is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing and signed by the Parties, or as part of an Ordering Document that is signed by both Parties and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this Contract.

4.10 INDEMNIFICATION AND LIABILITY: Subject to Section 7 (Limitation of Liability) and Section 8 (Infringement Indemnity) of Vendor's License Agreement number 304523.

4.10.1 DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: See Section 4.29.

4.10.2 DATA LOSS AND DAMAGE TO STATE COMPUTER SYSTEMS: See Section 4.29.

4.11 INSURANCE: Vendor shall, at all times during the term of this Contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required insurance. Vendor will provide prompt written notice if any policy is canceled, provided no such notice is required if Vendor purchases a new policy that meets the requirements of this section 4.11. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the

amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract. This does not restrict Vendor from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

4.14 COMPLIANCE WITH THE LAW: Vendor, its employees, agents, and Subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and Subcontractors, officers, employees, or agents performing services on State owned, leased, or controlled property. Vendor or Subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid and will confirm such destruction in writing to Vendor; and
- State must provide notice and consent forms. Vendor's and Subcontractor's officers, employees, or agents performing services on state owned, leased, or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this Contract. The State of Illinois does not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5) by entering into this Contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this Contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title, and interest in and to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this Contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this Contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master Contract on behalf of State agencies, only the Agency that places an order or orders with Vendor shall have any liability to Vendor for that order or orders.

4.19 EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a Contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery or via courier (UPS, Federal Express, or other similar and reliable carrier). Notices shall be sent to the individuals who signed this Contract using the contact information provided with the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and Vendor's terms, conditions, and attachments, the State's terms, conditions, and attachments shall prevail.

- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this Contract. The State may consider Vendor's performance under this Contract and compliance with law and rule to determine whether to continue this Contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.23 FREEDOM OF INFORMATION ACT:** This Contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this Contract.
- 4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.25 WARRANTIES FOR SUPPLIES AND SERVICES:** All Warranties for Software are subject to Article 6 of Vendor's License Agreement number 304523.
- 4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this Contract.
- 4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
- 4.28 SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:
- 4.28.1 The procuring Agency and the State do not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5);
 - 4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;
 - 4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;
 - 4.28.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement, or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.
 - 4.28.5 The procuring Agency and the State shall not indemnify Vendor or its Subcontractors (including any equipment manufacturers or software companies);
 - 4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of this Contract;

4.28.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of this Contract

4.29 SECURITY REQUIREMENTS: Vendor will notify the State's Chief Information Security Officer within 72 hours of any information breach or other security incident in ArcGIS Online which breaches the State's Customer Content. Vendor publishes its security capabilities at <http://trust.arcgis.com>.

5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.1.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1- 15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.

5.1.3 "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

Required Federal Clauses, Certifications and Assurances

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

PREVAILING WAGE ACT: This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Prevailing Wage Act"). The Prevailing Wage Act requires vendors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors that are awarded certain service contracts to pay service workers no less than the general prevailing wage rates of hourly wages (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://labor.illinois.gov>. The Illinois Department of Labor revises the prevailing wage rates, and Vendor and any subcontractors have an obligation to check the Illinois Department of Labor's website for revisions to prevailing wage rates. Please refer to the Illinois Department of Labor's website. Vendor and any subcontractors rendering services under this Contract must comply with all requirements of the Prevailing Wage Act and Code, including but not limited to, all wage requirements and notice and record keeping duties.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

PREVAILING WAGE ACT: This Contract is a service contract subject to the prevailing wage requirements of the Illinois Procurement Code, 30 ILCS 500/25-60 (the "Code"). The Prevailing Wage Act requires vendors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed.

The Code requires vendors that are awarded certain service contracts to pay service workers no less than the general prevailing wage rates of hourly wages (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://labor.illinois.gov>. The Illinois Department of Labor revises the prevailing wage rates, and Vendor and any subcontractors have an obligation to check the Illinois Department of Labor's website for revisions to prevailing wage rates. Please refer to the Illinois Department of Labor's website. Vendor and any subcontractors rendering services under this Contract must comply with all requirements of the Prevailing Wage Act and Code, including but not limited to, all wage requirements and notice and record keeping duties.

- ☐ EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS: In a period of excessive unemployment rates, State vendors (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled, or unskilled, whether manual or non-manual.

A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. 30 ILCS 570.

Vendors may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the Agency within the first quarter of the Contract term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of Vendor; and (d) be approved by the Agency.

- ☐ ILLINOIS WORKS JOBS PROGRAM ACT (30 ILCS 559/20-1 et seq.): For a contract that utilizes appropriated capital funds in whole or in part, involves the construction of a public work, and has with an estimated total project cost of \$500,000 or more, Vendor must comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of the entire project. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Vendor may seek from the Department of Commerce and Economic Opportunity ("DCEO") a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). Vendor must ensure compliance for the life of the entire project, including during the term of the Contract and after the term ends, if applicable, and will be required to report on and certify its compliance.

☐ Agency Specific Terms and Conditions

- 5.1.4 The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.
- 5.1.5 Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.
- 5.1.6 The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.1.7 Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.
- 5.1.8 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.
- 5.1.9 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.
- 5.1.10 All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

5.2 VENDOR SUPPLEMENTAL TERMS AND CONDITIONS

5.2.1 ESRI Master Purchase Agreement (MPA) No. 304522, including the following:

- * Master Purchase Agreement signature page, E500
- * State and Local MPA Terms and Conditions, E500
- * Master License Agreement 304523, comprised of the General License Terms and Conditions, E204 and Esri Exhibit 1, Scope of Use, E300
- * Esri MPA Price List
- * Esri Enterprise Advantage Program, E125-MPA. 304524
- * Training Terms and Conditions, E207
- * Implementation Services Addendum for Services Packages, G363D

5.2.2 Esri Enterprise Agreement. An Enterprise Agreement is a multiyear offering for a package of Esri Offerings and additional license deployment grants, tailored to the Authorized Entity (as defined in the MPA). When an Enterprise Agreement is requested, Esri will prepare a proposal letter for the Authorized Entity, which will include the Esri Offerings package, price, duration, and quantity. The Authorized Entity may purchase an Enterprise Agreement under the terms and conditions of the MPA and the additional terms and conditions for the Enterprise Agreement. The additional terms and conditions for the Enterprise Agreement will be between the Authorized Entity and Esri. The Enterprise Agreement option is included in the MPA Price List.



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

Agreement No. 304522

This Master Purchase Agreement ("MPA" or "Agreement") is between the State of Illinois ("State") identified below and **Environmental Systems Research Institute, Inc. ("Esri")**. This Agreement enables State, and Authorized Entities to acquire Esri geographic information system Products, Product related services, and training over a defined period of time.

This Agreement is composed of the following documents:

1. Master Purchase Agreement signature page, E500
2. State and Local MPA Terms and Conditions, E500
3. Master License Agreement 304523, comprised of the following:
 - General License Terms and Conditions, E204
 - Esri Exhibit 1, Scope of Use, E300
4. Esri MPA Price List, E418M-2Q2016
5. Esri Enterprise Advantage Program, E125-MPA. 304524
6. Training Terms and Conditions, E207
7. Implementation Services Addendum for Service Packages, G363D

State Contact Information

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

Email: _____

STATE AND LOCAL MPA TERMS AND CONDITIONS
(E500 11/11/2015)

ARTICLE 1—DEFINITIONS

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

- a. **"Authorized Entity"** means an agency, department, division, or political subdivision of the governmental entity authorized by State to order and acquire Products, and Product-related services, and training under this Agreement.
- b. **"License Agreement"** means the license agreement between Esri and Licensee attached to the State Contract.
- c. **"Licensee"** means the State or an Authorized Entity that places orders pursuant to this Agreement.
- d. **"Products"** means Software, Data, Online Services, and Documentation.
- e. **"State Master Contract"** means the governing contract between Esri and the State of Illinois.
- f. **"BOA"** means the basic ordering agreement to place orders off of the State Contract.

ARTICLE 2—TERM OF AGREEMENT

Licensee's right to purchase under this Agreement shall remain in effect through June 30, 2017, unless terminated earlier as set forth in Article 5—Termination; Cancellation. The term may be extended upon mutual written agreement in one (1) year increments, up to four (4) additional years. The term of any Product licenses ordered through this Agreement shall be as stated in the License Agreement.

ARTICLE 3—PRODUCT OFFERINGS

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

3.2 License Agreement. Esri may require additional or different license terms prior to the use of new Products or services. Such additional terms shall be negotiated and provided by written amendment only. No new Products may be added without a signed amendment by both parties.

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

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

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination- See State Master Contract Document, Section 3.

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

ARTICLE 6—FUNDING; NO MINIMUM PURCHASE

6.1 Reserved. See State Master Contract Document.

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

ARTICLE 7—ORDERS

7.1- See State Master Contract, Section 1

7.2Additional Quotes.

7.3 Authorized Entity. An Authorized Entity may order or acquire Products, Product related services, training, or maintenance subject to the terms and conditions of the State Contract and this Agreement. All BOAs shall be governed by the terms of this Agreement and the State Master Contract. Esri shall not fill any BOA that do not adequately provide the information identified in Section 7.2.

ARTICLE 8—BLANK

ARTICLE 9—PRICING. See State Master Contract, Section 2

ARTICLE 10—MAINTENANCE

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

Maintenance is generally offered on an annual basis. Upon expiration of any complimentary maintenance year or any subsequent maintenance term, Licensee may issue a BOA under this Agreement and the State Master Contract for renewal of maintenance at the terms and pricing then in effect. Upon acceptance of an Esri quotation, the BOA shall be issued in advance or no later than concurrent with the present maintenance term. If an optional maintenance term lapses and Licensee wants to continue maintenance going forward, Licensee must pay reinstatement fees equivalent to back maintenance fees calculated from the date of discontinuance to reinstate maintenance. Such fees may be subject, as determined by Licensee, to a new procurement.

ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

11.1 Terms of Compensation. Products will be invoiced one hundred percent (100%) upon delivery or supply of download codes. Online services will be invoiced one hundred percent (100%) upon issuance of authorization codes. Software installation, as applicable, will be invoiced upon completion. Training services shall be invoiced on the first day of class.

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

ARTICLE 12—GENERAL PROVISIONS

12.1 Order of Precedence. The General Provisions and Limitations of Liability provisions of the License Agreement shall apply to the entire Agreement unless specifically stated otherwise and are supplemented by the provisions set forth in this Article 12. In the event of a conflict between the terms of documents in this Agreement, the documents will have the following precedence: (i) State Master Contract CMS7972640, (ii) Esri MPA Terms and Conditions (E500), (iii) the License Agreement, and (iv) the Esri Training Terms and Conditions. The Esri Enterprise Advantage Program terms and conditions will take precedence over the provision of the MPA with respect to the Esri Enterprise Advantage Program. The Implementation Services Addendum for Service Packages terms and conditions will take precedence over the provision of the MPA with respect to the Implementation Services Addendum for Service Packages. Except as otherwise expressly provided herein, any amendment or Addendum to this Agreement must be in writing and signed by an authorized representative of each party.

ARTICLE 13—CONFIDENTIALITY See State Master Contract, Section 4.8



Agreement No. 304523
LICENSE AGREEMENT
(E204 06/13/2014)

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

Esri Products are licensed under the terms and conditions of the License Agreement. This License Agreement (E204) (including Exhibit 1—Scope of Use [E300]) will supersede the License Agreement presented in the installation process requiring acceptance by electronic acknowledgment and will constitute a signed License Agreement as required in the preamble statement of the E204 document.

This signed License Agreement includes (i) the License Agreement (E204) General License Terms and Conditions, and (ii) Exhibit 1—Scope of Use (E300). The parties acknowledge that they have read and understood this License Agreement and agree to be bound by the terms and conditions hereof.

GENERAL LICENSE TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. All definitions in the MPA shall have the same meaning in this License Agreement. In addition, the following definitions apply to this License Agreement:

- 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, BOA, 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 Licensee is responsible for are paid or promised to pay; (ii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor; and (iii) for the applicable Term or, if no Term is applicable or identified, until terminated in accordance with Article 5. In addition to the Scope of Use in Article 4, Exhibit 1—Scope of Use (E300) applies to specific Products. Addendum 1, Addendum 2, Addendum 3, and Addendum 4 collectively comprise Exhibit 1—Scope of Use (E300). Addendums only apply to Products specifically identified within an Addendum. Exhibit 1—Scope of Use (E300) includes Addendums for the following Product types, which are incorporated by reference:

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

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

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may
 - 1. Install and store Products on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the deployment of either version does not exceed Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity;
 - 4. Move the Software in the licensed configuration to a replacement computer; and
 - 5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.

- b. *Commercial Application Service Provider Use.* Licensee may use the Product for Commercial ASP Use provided that Licensee (i) acquires a Commercial ASP Use license, or (ii) is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit.
- c. Licensee may customize Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in Documentation.
- d. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and distribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors: "Portions of this document include intellectual property of Esri and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Esri and its licensors. All rights reserved."
- e. *Font Components.* All fonts provided with a Product may be used with the authorized use of any Products. Esri fonts may also be separately used to print any output created by Products. Additional use restrictions for third-party fonts included with a Product are set forth in the font file itself.
- f. *Consultant or Contractor Access.* Subject to Section 3.1, Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited.
- g. Licensee may use, copy, reproduce, publish, publicly display, or redistribute map images and reports containing map images derived from the use of Esri Product(s) in hard copy or static, electronic formats (e.g., PDF, GIF, JPEG) to third parties subject to restrictions set forth in this License Agreement, provided that Licensee affixes an attribution statement to the map images acknowledging Esri and/or its applicable licensor(s) as the source of the portion(s) of the Data used for the map images. For avoidance of doubt, any data that is supplied or used by Licensee in its use of the Product(s) that is not Data shall be and remain the property of Licensee or its third-party licensor(s).

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

- a. Sell, rent, lease, sublicense, lend, time-share, assign, or use Products for Commercial ASP Use or service bureau purposes;
- b. Except as stated in 4.1 (f), 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. Except as stated in 4.1 (f), Distribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- d. Except as stated in 4.1 (f), 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;
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**EXHIBIT 1
SCOPE OF USE
(E300 04/11/2016)**

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(E300-1)**

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SECTION 2—SPECIFIC TERMS OF USE FOR DATA

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<ul style="list-style-type: none">▪ ArcGIS Online Data (1)▪ StreetMap Premium for ArcGIS (2)▪ StreetMap for Windows Mobile (2)▪ StreetMap for ArcPad (2)▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1)▪ HERE Traffic Data (11; Addendum 1, Note 1)▪ Data Appliance for ArcGIS (3)	<ul style="list-style-type: none">▪ Business Analyst Data (4, 10)▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10)▪ Data and Maps for ArcGIS (6)▪ Esri MapStudio Data (9)▪ World Geocoder for ArcGIS Basic (7)
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Notes:

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

Additional Terms of Use for Products listed above:

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

Basemap Data and Geocode Search Transactions:

- a. Licensee may take basemap data offline through Esri content packages and subsequently delivered (transferred) to any device for use exclusively with licensed ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.
- b. Basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address

or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted towards the transaction limit. However, storage does consume service credits.

Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below. Except for data usage rights, Licensee shall not be bound by any legal terms and conditions in any URL referenced below, including but not limited to fees and expenses, indemnification and liability, governing law, and limitation of liability.

- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
 - d. 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.
2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics:* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but are not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:
 - a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:
 - a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
4. *Business Analyst Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop). The Data is subject to the following additional terms of use:
 - a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition) with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
 - b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.

- c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.
 - d. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
 - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business, Retail MarketPlace, Tapestry Segmentation, Market Potential, Crime Index, Major Shopping Center, Traffic Count, and Banking datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:
- **Single Use**: Permits access by a single user to access the data for development or internal use on a desktop computer or server. No Internet access is permitted.
 - **Internal Site/Server—Known User**: Permits access by named (known) users for Licensee's internal use. Web access by those Named Users is permitted.
 - **Public website (noncommercial)—Constituent-Served Model**: Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
 - **Public website (commercial) Known User**: Permits Licensee to use the Data in an externally facing Value-Added Application for use by Named Users and to generate revenue from such Value-Added Application.
 - **Public website (commercial) Anonymous User**: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.
6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.
- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/redistribution-rights>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
 - b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
7. Limited to 250,000,000 geocodes during the term of the subscription.
8. Reserved.

9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
- HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - 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.
 - 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&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:
- HERE traffic data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
 - 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.
 - 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**.
 - HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
 - 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 (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time except that updates shall not impose additional liabilities or legal requirements without mutual agreement of the parties. ... Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

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

- a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
- b. "API" means application programming interface.
- c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- d. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- e. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- h. "Named User" means Licensee's employee, agent, consultant or contractor to whom Licensee has assigned a unique, secure named user login credential that enables access to a Product that requires such credential in order to use credential-managed capabilities within a Product for Licensee's exclusive benefit. For educational use, Named Users may include registered students.
- i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services 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 State Master Contract, its attachments, and the Ordering document(i) for which the Licensee is responsible for the applicable license fees that are paid or payable(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 Licensee's Content that is Covered Defense information (CDI) 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.

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' 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' 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 or caused a material change to the Online Service(s) purchased by Licensee, 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 may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. Licensee must include attribution acknowledging that its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.

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 Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri.

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

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

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the

purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperability between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. Esri must notify Licensee, in writing, prior to any such disclosure of Content, providing Licensee reasonable time to respond or take action to prevent such 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 a reasonable reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/dmca_policy.

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

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

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

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

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

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

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

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

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

<ul style="list-style-type: none">▪ ArcGIS Online (1; 2; <u>Addendum 2, Note 1; Addendum 2, Note 6</u>)▪ Esri Business Analyst Online (3; <u>Addendum 2, Note 1</u>)▪ Esri Business Analyst Online Mobile (3; <u>Addendum 2, Note 1</u>)▪ Esri Community Analyst (3; <u>Addendum 2, Note 1</u>)	<ul style="list-style-type: none">▪ Esri Redistricting Online (<u>Addendum 2, Note 1</u>)▪ Esri MapStudio (4; <u>Addendum 2, Note 1; Addendum 2, Note 9</u>)▪ Navigator for ArcGIS (Addendum 1, Note 14)
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Notes:

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

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:

- a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
- b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - vii. Licensee may not embed a Named User credential into a Value-Added Application. For ArcGIS Online for Organizations, Education, and Nongovernmental Organization/Nonprofit Organization (NGO/NPO) Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.
- c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
 - i. Licensee is also permitted to
 - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and

- (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
- (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
 - (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NGO/NPO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NGO/NPO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.
- e. For ArcGIS Online Public Plan accounts:
- i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
 - ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- f. For ArcGIS Online Development and Testing Plan accounts:
- i. Subject to the terms of this License Agreement, Licensee is permitted to
 - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).
 - ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
- i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.

- h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
 - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
- i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.

2. Terms of Use for ArcGIS Online Services:

- a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
 - b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.
3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Esri Community Analyst Reports and maps on Licensee's external websites.
4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in Addendum 2, Note 1.



ESRI ENTERPRISE ADVANTAGE PROGRAM AGREEMENT (E125)

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

EEAP Agreement No. 304524

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

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

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

ARTICLE 1—DEFINITIONS

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

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

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

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

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

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

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

- a. Found at and composed of the General License Terms and Conditions (E204) and Exhibit 1, and Scope of Use (E300), and available in the installation process requiring acceptance by electronic acknowledgment, or
- b. A signed license agreement between Esri and Licensee that supersedes such electronically acknowledged license agreement.

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

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

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

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

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

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

1.13 "Protected Information" means any information, whether in written or digital format, that incorporates content from a protected category, including, but not limited to, personally identifiable information, Customer Proprietary Network Information (CPNI), Protected Health Information (as it is defined by the Health Insurance Portability and Accountability Act of 1996 [HIPAA]), Unclassified Controlled Technical Information (as it is defined by DFARS Section 204.73), and data controlled by the International Traffic and Arms Regulations (ITAR) classified as other than EAR99, all of which may require a greater degree of control, monitoring, and security than is typically established for Esri's Managed Services offering.

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

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

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

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

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

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

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

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

1.22 "Confidential Information" means information disclosed by either party that is clearly marked in writing as confidential and is exempt from disclosure under the Illinois Freedom of Information Act (5 ILCS 140).

ARTICLE 2—ESRI ENTERPRISE ADVANTAGE PROGRAM

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

- a. *Technical Advisor.* Licensee will receive up to the number of Technical Advisor hours ordered. Licensee may elect to retain additional Technical Advisor hours for a supplemental price.

- b. *Annual Account Planning Session.* A one (1)-day annual account planning and review meeting.
- c. *Technical Work Plan.* A collaboratively developed document designed to drive the program's implementation through definition of Licensee's GIS vision, goals, and objectives.
- d. *Learning and Services Credits.* Licensee will receive the number of Learning and Services Credits ordered. Licensee may use the credits toward any combination of consulting services support, training, PSS, or related travel expenses. Licensee may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the following website: <http://www.esri.com/services/eeap/components#learning>. Esri will provide the Authorized EEAP Contact with a monthly report outlining usage of Esri Enterprise Advantage Program Learning and Services Credits to date.
- e. *Quarterly Technology Webcast.* Esri will provide an email invitation to the Authorized EEAP Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.

2.2 Learning and Services Credit Use

2.2.1 Current on Maintenance. Licensee must remain current on standard maintenance during the term of this EEAP Agreement.

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

2.2.3 Travel and Per Diem. Any Esri travel and per diem will be quoted separately. Licensee may direct Esri to use credits for travel and per diem, as stated in Esri Enterprise Advantage Program Description, Section 2.1 above,.

2.2.4 Notification of Consumed Credits. Esri will notify Licensee in the event the authorized Learning and Services Credits are consumed prior to completion of the requested work. Licensee may elect to direct use of additional credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to discontinue work when the authorized credits are consumed. Licensee shall not be responsible for payment for work performed by Esri in excess of Licensee's authorized credits.

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

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

ARTICLE 3—OWNERSHIP; LICENSE GRANT

3.1 For Training

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

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

of Training Materials. Student may make one (1) additional copy of the original Training Materials for archive purposes only, unless Esri grants in writing the right to make additional copies.

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

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

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

3.2 For Work Product

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

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

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

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

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

3.5 Licensee Content

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

- a. Rights associated with works of authorship throughout the known universe, including, but not limited to, copyrights, moral rights, and mask works;
- b. Trademark and trade name rights and similar rights;
- c. Trade secret rights;
- d. Patents, designs, algorithms, and other industrial property rights;
- e. Other intellectual and industrial property rights of every kind and nature throughout the universe and however designated (including logos, "rental" rights, and rights to remuneration), whether arising by operation of law, contract, license, or otherwise; and

- f. Registrations, initial applications, renewals, extensions, continuations, divisions, or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

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

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

ARTICLE 4—WARRANTIES AND DISCLAIMERS

4.1 Warranties

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

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

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

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

4.1.4 Esri warrants that the media upon which Training Materials is provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 4.1.4 shall be limited, at Esri's sole discretion, to

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

4.1.5 Licensee warrant that Licensee Content will not

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

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

4.3 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT

WARRANT AND DISCLAIMS THAT THE ESRI ENTERPRISE ADVANTAGE PROGRAM OR ANY WORK PRODUCT PROVIDED HEREUNDER WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. WORK PRODUCT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

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

- a. THE INTERNET IS NOT A SECURE INFRASTRUCTURE;
- b. ESRI HAS NO CONTROL OVER THE INTERNET; AND
- c. ESRI IS NOT LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE LICENSEE WEBSITE.

ARTICLE 5—LIMITATION OF LIABILITY

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

5.2 General Limitation of Liability. EXCEPT FOR ESRI'S INDEMNIFICATION OBLIGATIONS IN SECTION 10.2, ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER FOR DIRECT DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY LICENSEE FOR THE ESRI ENTERPRISE ADVANTAGE PROGRAM.

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

ARTICLE 6—COMPENSATION

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

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

6.3 For Esri travel-related expenses, Licensee may elect to use Learning and Services Credits to pay for Esri travel-related expenses including Esri's standard handling fee. Licensees outside the State of Illinois may alternatively agree to other payment methods for these expenses with Esri, including requesting a separate invoice for Esri's travel-related expenses including Esri's standard handling fee. For this option, Esri will invoice for all meals (excluding incidental expenses) on a per diem basis in accordance with the per diem rates specified on the government General Services Administration (GSA) website at <http://gsa.gov/>.

ARTICLE 7—TERM AND TERMINATION

7.1 Initial Term; Renewals. The Term of each order shall be one (1) year beginning on the date on which Licensee's purchase order is processed. The Esri Enterprise Advantage Program is provided on an order-by-order basis through Licensee BOAs. If Licensee is currently covered by Standard Maintenance for all its Software, Licensee may order, on an annual basis, a subscription to the Esri Enterprise Advantage Program, subject to the terms and conditions of this EEAP Agreement and the State Master Contract. The Term of each order shall begin on the date on which Licensee's purchase order is processed and as identified in the BOA. Prior to the end of the Term, Esri may provide Licensee with a quotation for a Renewal Period. If Licensee accepts the quote and issues a new BOA, the following terms will apply:

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

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

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

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

7.5 Survival. Upon termination or expiration of this EEAP Agreement

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

ARTICLE 8—CONFIDENTIALITY OBLIGATIONS

8.1 Obligations Pertaining to PSS. It may be necessary for Esri or Licensee to disclose to the other party certain Confidential Information related to PSS under this EEAP Agreement. Each party shall use the Confidential Information described above only for exchanging information needed to provide the PSS contemplated by this EEAP Agreement. Within sixty (60) days of termination of this EEAP Agreement, each party shall promptly return or destroy and provide a certification of destruction of the confidential information of the other party.

8.2 Obligations Pertaining to Training. Except as described in Section 8.4, Esri or Licensee may disclose to the other party certain confidential information under this EEAP Agreement. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this EEAP Agreement. Within fourteen (14) days of

completion of the training, each party shall return or destroy and provide written notification of destruction of the other party's confidential information.

8.3 Obligations Pertaining to Work Product

8.3.1 Any Work Product provided to Licensee, if meeting the definition requirements under this EEAP Agreement, shall be considered Confidential Information of Esri. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Work Product delivered in Secure Formats. For Work Product delivered in source code or other human-readable formats, Licensee will have met its obligations under this EEAP Agreement if its disclosure of Work Product is limited to such items in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling such Work Product is withheld from such disclosure, and the person or entity in receipt of such Work Product similarly agrees not to perform such acts or allow others to do so.

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

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

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

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

ARTICLE 9—PREMIUM SUPPORT SERVICES TERMS AND CONDITIONS

9.1 Application. Should Licensee choose to use Learning and Services Credits for PSS, the terms of this Article 9 shall also apply.

9.2 PSS 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 EEAP Agreement as further described at <http://support.esri.com/en/support/premium>.

9.3 Premium Support Description. PSS shall provide

- a. A designated TAM;
- b. The ability for LAC to submit Premium Support Reports or escalate standard technical support incidents to Premium Support Reports via telephone or the Esri My Support Portal twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year;
- c. Priority Incident Management; and
- d. Additional enhanced support and services, as described at <http://support.esri.com/en/support/premium>.

9.4 PSS Restrictions and Exclusions

9.4.1 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 on Software.

9.4.2 English Language. All communications will be conducted in the English language except by agreement of both parties.

9.4.3 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.

9.4.4 Exceptions to PSS. The following are not covered by PSS:

- a. 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;
- b. Any problem resulting from third-party hardware or software;
- c. Errors in any version of the Software other than the officially supported version of Software; and
- d. Any 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—TRAINING TERMS AND CONDITIONS

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

10.2 Indemnification. Esri will indemnify and hold harmless Licensee 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 Licensee's site.

ARTICLE 11—MANAGED SERVICES TERMS AND CONDITIONS

11.1 Documentation. The Activity Description must define the following:

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

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

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

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

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

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

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

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

11.8 Prohibited Use. Licensee may not access or use Managed Services to do any of the following, which hereafter will collectively be referred to as "Prohibited Use":

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

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

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

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

ARTICLE 12—GENERAL PROVISIONS

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

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

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

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

12.5 Force Majeure. If the performance of this EEAP Agreement, 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.

12.6 Applicable Laws. This EEAP Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to conflict of laws principles.

12.7 Nonsolicitation of Contractor Personnel. Licensee shall use reasonable efforts to not solicit for hire any Esri employee who is associated with efforts called for under this Agreement during the Term of this EEAP Agreement and for a period of one (1) year thereafter.

12.8 Taxes. Services provided are quoted exclusive of all state, local, value-added, or other taxes, customs, or duties, or other charges (other than income taxes payable by Esri)..

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

12.10 Assignment and Delegation. Governed by the State Master Contract.

12.11 Insurance. Esri shall, throughout the term of this EEAP Agreement, obtain and maintain at its own cost and expense from a qualified insurance company an appropriate commercial general liability (CGL) insurance policy, including coverage for products liability, naming the other party as an additional named insured. Such policy shall provide protection against any and all claims, demands, and causes of action arising out of any error, omission, failure to perform, or defect, alleged or otherwise, of goods and services used in connection therewith or any use thereof. The amount of coverage shall be in the minimum amount of one million US dollars (US\$1,000,000). Licensee shall provide insurance up to the limitations of its self-insurance coverage as identified at 20 ILCS 405.

12.12 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release Software, Data, Online Services, or Documentation, in whole or in part, to

- a. Any US embargoed country (or to a national or resident of any US embargoed country);
- b. Any person on the US Treasury Department's list of Specially Designated Nationals;
- c. Any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or
- d. Any person or entity where such export or reexport violates any US export control laws or regulations including, but not limited to, the terms of any export license or license exemption and any amendments and supplemental additions to US export laws as they may occur from time to time.

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

All Licensee contact regarding the Esri Enterprise Advantage Program shall be through the point of contact identified below.

**Authorized EEAP Contact Information
(to be completed by Licensee)**

Contact: _____	Telephone: _____
Address: _____	Fax: _____
City, State, ZIP: _____	Email: _____

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

IN WITNESS WHEREOF, the parties have caused this EEAP to be executed and effective as of the last date of signature.

STATE OF ILLINOIS
(State)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



TRAINING TERMS AND CONDITIONS

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

This Training Agreement ("**Agreement**") is between you (hereinafter "**Client**") and **Environmental Systems Research Institute, Inc. ("Esri")**. Client acknowledges that Client has read and understood this Agreement and agrees to be bound by the terms and conditions hereof. For avoidance of doubt, Client is also known as Licensee as defined in Article 1 of the General Terms and Conditions of the License Agreement.

RECITALS

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

ARTICLE 1—DEFINITIONS

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

ARTICLE 2—TRAINING DESCRIPTION

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

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

ARTICLE 3—ESRI'S RESPONSIBILITIES

3.1 Esri will

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

ARTICLE 4—CLIENT'S RESPONSIBILITIES

4.1 Client will

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

ARTICLE 5—INSURANCE AND INDEMNIFICATION

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

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

5.2 Indemnification. Esri will indemnify and hold harmless Client and each of its directors and officers (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments, and settlements, including all reasonable costs, expenses, and attorneys' fees, arising out of any action

or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents while engaged in or as a result of the training or coaching services provided by Esri pursuant to this Agreement while on Client's site.

ARTICLE 6—LICENSING AND MATERIALS

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

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

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

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

6.5 Software. Client's existing license agreement will cover all applicable terms of use for Esri provided software, data, documentation, and content used by Student during a training event. Esri may issue temporary Esri software licenses for Client site training if Client has an insufficient number of Esri software licenses available at Client's training facility. Client must uninstall all temporary Esri software licenses and return any media provided by Esri upon conclusion of the training event.

ARTICLE 7—TERM AND TERMINATION

7.1 This Agreement is effective upon acceptance. Either party may terminate this Agreement at any time upon written notice to the other party or for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure. Upon termination of this Agreement for breach, Esri may request Client to return or destroy all copies of Training Materials in its possession, and any whole or partial copies, in any form and deliver evidence of such destruction to Esri, which evidence shall be in a reasonable form. Termination does not relieve Client from payment for any trainings that have occurred or still do occur under BOAs. Upon termination, Client agrees to be responsible for payment for all training that have occurred or still do occur under BOAs. Student[s] who are currently registered for a training course are granted the right to continue to attend the training course subject to the terms and conditions of this Agreement.

ARTICLE 8—STUDENT REGISTRATION AND TRAINING EVENT CHANGE POLICY

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

- a. Multiple requests and any requests that occur without the three (3) business days advance notice are subject to a fee of \$185 per incident.
- b. Cancellation of Student registrations that occur without the three (3) business days advance notice are subject to the full training event fee.
- c. Substitute Student must be from the same organization as Student being replaced.

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

- a. Training event reschedules and cancellations that occur without the three (3) business days advance notice are subject to the full training event fee, including reasonable travel expenses and shipping costs (as applicable).
- b. Student substitutions that occur without the three (3) business days advance notice are subject to a fee of \$185 per incident.
- c. Substitute Student must be from the same organization as Student being replaced.

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

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

8.5 Unless specifically authorized in writing by Esri, Client is not authorized to resell seat(s) to an Esri training event.

8.6 All additional fees contemplated by this section may be subject, as determined by Client, to a new procurement in accordance with the requirements and limitations of the Illinois Procurement Code (30 ICLS 500).

ARTICLE 9—PAYMENT

9.1 Payments

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

ARTICLE 10—CONFIDENTIAL INFORMATION

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

written notification of destruction of the other party's confidential information. Notwithstanding anything to the contrary in this section, information shall not be considered confidential unless exempt from disclosure under the Illinois Freedom of Information Act (5 ILCS 140).

ARTICLE 11—FORCE MAJEURE

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

ARTICLE 12—WARRANTY

12.1 Limited Warranty. Esri warrants that the media upon which Training Materials is provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

12.2 Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE TRAINING AND TRAINING MATERIALS CONTAINED THEREIN ARE PROVIDED "AS-IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT THAT THE TRAINING OR TRAINING MATERIALS WILL MEET CLIENT'S NEEDS OR EXPECTATIONS; THAT THE USE OF TRAINING MATERIALS WILL BE UNINTERRUPTED; OR THAT ALL NONCONFORMITIES, DEFECTS, OR ERRORS CAN OR WILL BE CORRECTED. THE TRAINING DATABASE HAS BEEN OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, BUT ITS ACCURACY AND COMPLETENESS, AND THE OPINIONS BASED THEREON, ARE NOT GUARANTEED. THE TRAINING DATABASE MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, ERRORS, AND/OR OMISSIONS. ESRI AND ITS LICENSOR(S) DO NOT WARRANT THAT THE TRAINING DATABASE WILL MEET CLIENT'S NEEDS OR EXPECTATIONS, THAT THE USE OF THE TRAINING DATABASE WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. ESRI AND ITS LICENSOR(S) ARE NOT INVITING RELIANCE ON THIS TRAINING DATABASE, AND CLIENT OR STUDENT SHOULD ALWAYS VERIFY ACTUAL DATA, WHETHER MAP, SPATIAL, RASTER, TABULAR INFORMATION, AND SO FORTH. THE DATA CONTAINED IN THIS PACKAGE IS SUBJECT TO CHANGE WITHOUT NOTICE. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY TRAINING DATA. TRAINING DATA MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CLIENT'S NEEDS OR EXPECTATIONS. NEITHER CLIENT NOR STUDENT SHOULD RELY ON ANY TRAINING DATA UNLESS CLIENT HAS VERIFIED TRAINING DATA AGAINST ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

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

ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

13.1 EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING IN SECTION 5.2 AND DAMAGE TO PERSONS AND PROPERTY, IN NO EVENT SHALL ESRI BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY CLIENT FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 14—EXPORT CONTROL REGULATIONS

14.1 Client must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Client expressly acknowledges and agrees not to export, reexport, transfer, or release Esri provided Training Materials, in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person or entity on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws.

ARTICLE 15—TAXES

15.1 Training provided is quoted exclusive of all state, local, value-added, or other taxes; customs; or duties or other charges (other than income taxes payable by Esri).

ARTICLE 16—UCC INAPPLICABILITY

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

ARTICLE 17—GOVERNING LAW

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

ARTICLE 18—ENTIRE AGREEMENT

18.1 This Agreement and the State Master Contract and its attachments constitute the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements (including any attached purchase order terms and conditions) between the parties relating to such subject matter. Client hereby acknowledges and represents that he/she has read and understands this Agreement and has the authority to bind his/her organization to these terms and conditions.



IMPLEMENTATION SERVICES ADDENDUM FOR SERVICES PACKAGES

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

1. DEFINITIONS

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

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

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

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

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

2. OWNERSHIP AND GRANT OF LICENSE

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

3. PATENTS AND INVENTIONS

Esri and Customer will retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors ("Inventors") during the term of this Addendum. Esri and Customer will jointly own any Inventions made or conceived jointly by Inventors from both parties. Where Inventions are jointly owned, each joint owner will share equally the need for acquiring protection for the Inventions and furnish the other joint owner with cooperation reasonably required for acquiring protection. Neither Esri nor Customer may license, transfer, or sell its interest in jointly owned Inventions without the written consent of the other party, which will not be unreasonably withheld.

4. COMPENSATION

Esri will perform and invoice Services on a firm fixed price basis, and the deliverable will be consultation time. Esri will invoice Customer for all Services Packages ordered upon receipt of a valid Customer Purchase Order/ordering document. The Purchase Order/ordering document will confirm the quantity and price of the Services Packages ordered, as described in Esri's proposal or quotation, and will reference the State Master Contract and Customer acceptance of this terms and conditions document. Payment will be made to the Esri address identified on the Esri invoice. For Services provided beyond the period of performance proposed or provided in a new calendar year, Esri reserves the right to increase the Services Package price in accordance with Esri's most current price schedule. For a valid Customer Purchase Order/ordering document, pricing shall be valid for the term of that order. Esri's obligation for completion of the Services proposed is limited to the hours outlined in the Services Package descriptions within Esri's statement of work. If additional time is required to complete Customer's goals or activities set forth in the applicable statement of work and Esri and Customer desire to continue the Services, Esri and Customer will amend the Purchase Order/ordering document, as mutually agreed, by increasing the quantity of Service Packages ordered and issuing a new or amended Purchase Order/ordering document. Esri may, at its sole discretion, stop work to avoid exceeding the total hours allotted in a specific Services Package. Unused labor hours or travel remaining after the performance of a Services Package will expire and not be available for performance at a later date. If funded Services Packages have not been performed within twelve (12) months of the Esri invoice date, the Services Package

will expire, and no refund will be provided. Any amendment to the Purchase Order/ordering document to add Services Packages will not affect the rights or obligations of the parties under this Addendum.

5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

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

Disclaimer of Warranties. With the exception of the limited warranty set forth in this Article, Esri disclaims and this Addendum expressly excludes all other warranties, express or implied, oral or written, including, without limitation, any and all warranties of merchantability or fitness for a particular purpose.

In addition to and without limiting the preceding paragraph, Esri does not warrant in any way Map Data. Map Data may not be free of nonconformities, defects, errors, or omissions; be available without interruption; be corrected if errors are discovered; or meet Customer's needs or expectations. Customer should not rely on any Map Data unless Customer has verified Map Data against actual data from documents of record, field measurement, or observation.

6. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

In no event will Esri be liable to Customer for procurement of substitute goods or services; lost profits; lost sales; business expenditures; investments; business commitments; loss of goodwill; or any indirect, special, exemplary, consequential, or incidental damages arising out of or related to this Addendum, however caused or under any theory of liability, even if Esri has been advised of the possibility of such damages.

Esri will indemnify and hold harmless client and each of their directors officers, i.e. the indemnified parties from and against any and all damages, losses liabilities expenses and attorney's fees arising out of any claim for bodily injury death or property damage except for databases not subject to a reasonable backup program brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct by contractors, their respective directors act, omission or willful misconduct by Contractor, its subcontractors or their respective directors officers employees.

Except for Esri's indemnification obligations identified in this section and damage to persons and property, Esri's total cumulative liability under this Addendum, from all causes of action of any kind, will in no event exceed the amount actually paid or payable by Customer for services under this Addendum from which the liability directly arose.

7. CONFIDENTIALITY

Services Output, if it meets the EEAP Agreement definition, shall be considered Esri Confidential Information, and Customer will preserve and protect the confidentiality of Services Output. Customer agrees not to reverse engineer or decompile custom software delivered in object code, executable code, or similar formats (collectively, "Secure Formats"). For custom software delivered in source code or other human-readable formats, Customer will have met its obligations under this provision if its disclosure of custom software is limited to custom software in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling the custom software is withheld from such disclosure, and the person or entity in receipt of the custom software similarly agrees not to perform the prohibited acts described above or allow others to do so.

Except as provided in the preceding paragraph, Customer will not disclose Services Output to third parties without the advance written consent of Esri. Customer may make disclosures to Customer's employees to the extent reasonably required to allow Customer to use Services Output in a manner authorized under the applicable software licenses. Before disclosing all or any portion of Services Output to employees or third parties as permitted in the preceding sentence, Customer will inform its employees or third parties of the obligations in this Addendum and obtain their general agreement to abide by them. Customer must comply with Article 8 in making any permitted disclosures.

8. EXPORT CONTROLS

Customer must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Customer expressly acknowledges and agrees not to export, reexport, transfer, or release Services Output, in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws.

9. GENERAL PROVISIONS

9.1 Nonsolicitation. Licensee will use reasonable efforts to avoid direct solicitation for a period of twelve months associated with Services called for under this Addendum or a period of one (1) one year after this project is complete.

9.2 Taxes. Services are quoted exclusive of all state, local, value-added, or other taxes; customs; duties; or other charges (other than income taxes payable by Esri).

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

9.4 Order of Precedence. These terms and conditions will take precedence over any additional Customer terms and conditions. Any additional terms or conditions in Customer ordering or authorizing documents will be void and may be incorporated into this Addendum only by written amendment signed by both parties.

9.5 Equitable Relief. Customer agrees that any breach of this Addendum by Customer may cause Esri irreparable damage. In the event of a breach, in addition to any and all remedies at law, Esri will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms without the requirement of posting a bond or undertaking or proving injury as a condition of relief. Nothing in this section shall waive or attempt to supersede any statutory rights, remedies or privileges.

9.6 Governing Law. This Addendum will be governed by and construed in accordance with the laws of the State of Illinois without reference to its conflict of laws principles.

9.7 Entire Agreement. The State Master Contract and its attachments, including this Addendum, is the sole and entire agreement of the parties for Services and supersedes any previous agreements, understandings, and arrangements (including any purchase order terms and conditions) between the parties relating to the subject matter.

State of Illinois
MPA Sole Source Price List
MPA-01SS-3Q2023

Section	Part Number	Description	Price
ArcGIS Desktop and Extensions			
1		ArcGIS Desktop - Concurrent Use - Perpetual License Prices	
	52382	ArcGIS Desktop Advanced Concurrent Use Perpetual License	\$11,425.00
	86353	ArcGIS Desktop Standard Concurrent Use Perpetual License	\$6,347.00
1		ArcGIS Desktop - Concurrent Use - Maintenance Prices	
	52384	ArcGIS Desktop Advanced Concurrent Use Primary Maintenance	\$3,300.00
	52385	ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance	\$1,320.00
	86497	ArcGIS Desktop Standard Concurrent Use Primary Maintenance	\$1,650.00
	86500	ArcGIS Desktop Standard Concurrent Use Secondary Maintenance	\$1,320.00
	87194	ArcGIS Desktop Basic Concurrent Use Primary Maintenance	\$770.00
	87195	ArcGIS Desktop Basic Concurrent Use Secondary Maintenance	\$550.00
1.1		ArcGIS Desktop Core Extensions - Concurrent Use - Maintenance Prices	
	87198	ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance	\$550.00
	87199	ArcGIS 3D Analyst for Desktop Concurrent Use Secondary Maintenance	\$220.00
	87232	ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance	\$550.00
	87233	ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance	\$220.00
	87236	ArcGIS Geostatistical Analyst for Desktop Concurrent Use Primary Maintenance	\$550.00
	87237	ArcGIS Geostatistical Analyst for Desktop Concurrent Use Secondary Maintenance	\$220.00
	92774	ArcGIS Tracking Analyst for Desktop Concurrent Use Primary Maintenance	\$550.00
	92775	ArcGIS Tracking Analyst for Desktop Concurrent Use Secondary Maintenance	\$220.00
	96880	ArcGIS Workflow Manager (Classic) for Desktop Concurrent Use Primary Maintenance	\$550.00
	93984	ArcGIS Workflow Manager (Classic) for Desktop Concurrent Use Secondary Maintenance	\$220.00
	98134	ArcGIS Data Interoperability for Desktop Concurrent Use Primary Maintenance	\$550.00
	98135	ArcGIS Data Interoperability for Desktop Concurrent Use Secondary Maintenance	\$220.00
	98696	ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance	\$550.00
	98697	ArcGIS Publisher for Desktop Concurrent Use Secondary Maintenance	\$220.00
	100571	ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance	\$550.00
	100572	ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance	\$220.00
	100573	ArcGIS Schematics for Desktop Concurrent Use Primary Maintenance	\$550.00
	100574	ArcGIS Schematics for Desktop Concurrent Use Secondary Maintenance	\$220.00
	118242	ArcGIS Data Reviewer for Desktop Concurrent Use Primary Maintenance	\$550.00
	118243	ArcGIS Data Reviewer for Desktop Concurrent Use Secondary Maintenance	\$220.00
	162284	ArcGIS Image Analyst for ArcGIS Pro Concurrent Use Primary Maintenance	\$550.00
	162285	ArcGIS Image Analyst for ArcGIS Pro Concurrent Use Secondary Maintenance	\$220.00
	165325	ArcGIS LocateXT for Desktop Concurrent Use Primary Maintenance	\$550.00
	165327	ArcGIS LocateXT for Desktop Concurrent Use Secondary Maintenance	\$220.00
1.2		ArcGIS Desktop - Single Use - Perpetual License Prices	
	122086	ArcGIS Desktop Advanced Single Use Perpetual License	\$11,388.00
	93206	ArcGIS Desktop Standard Single Use Perpetual License	\$6,347.00
1.2		ArcGIS Desktop - Single Use - Maintenance Prices	

	122181	ArcGIS Desktop Advanced Single Use Primary Maintenance	\$3,300.00
	122183	ArcGIS Desktop Advanced Single Use Secondary Maintenance	\$1,320.00
	93303	ArcGIS Desktop Standard Single Use Primary Maintenance	\$1,650.00
	93304	ArcGIS Desktop Standard Single Use Secondary Maintenance	\$1,320.00
	87192	ArcGIS Desktop Basic Single Use Primary Maintenance	\$440.00
	87193	ArcGIS Desktop Basic Single Use Secondary Maintenance	\$330.00
	93306	ArcGIS Desktop Standard with Extensions Single Use Primary Maintenance	\$2,310.00
	93307	ArcGIS Desktop Standard with Extensions Single Use Secondary Maintenance	\$1,980.00
	93094	ArcGIS Desktop Basic with Extensions Single Use Primary Maintenance	\$1,100.00
	93095	ArcGIS Desktop Basic with Extensions Single Use Secondary Maintenance	\$990.00
1.3		ArcGIS Desktop Core Extensions - Single Use - Maintenance Prices	
	122184	ArcGIS 3D Analyst for Desktop Single Use Primary Maintenance	\$550.00
	122185	ArcGIS 3D Analyst for Desktop Single Use Secondary Maintenance	\$220.00
	122187	ArcGIS Spatial Analyst for Desktop Single Use Primary Maintenance	\$550.00
	122188	ArcGIS Spatial Analyst for Desktop Single Use Secondary Maintenance	\$220.00
	122189	ArcGIS Geostatistical Analyst for Desktop Single Use Primary Maintenance	\$550.00
	122190	ArcGIS Geostatistical Analyst for Desktop Single Use Secondary Maintenance	\$220.00
	122191	ArcGIS Tracking Analyst for Desktop Single Use Primary Maintenance	\$550.00
	122192	ArcGIS Tracking Analyst for Desktop Single Use Secondary Maintenance	\$220.00
	122195	ArcGIS Data Reviewer for Desktop Single Use Primary Maintenance	\$550.00
	122196	ArcGIS Data Reviewer for Desktop Single Use Secondary Maintenance	\$220.00
	122197	ArcGIS Publisher for Desktop Single Use Primary Maintenance	\$550.00
	122270	ArcGIS Publisher for Desktop Single Use Secondary Maintenance	\$220.00
	122275	ArcGIS Data Interoperability for Desktop Single Use Primary Maintenance	\$550.00
	122276	ArcGIS Data Interoperability for Desktop Single Use Secondary Maintenance	\$220.00
	122277	ArcGIS Network Analyst for Desktop Single Use Primary Maintenance	\$550.00
	122278	ArcGIS Network Analyst for Desktop Single Use Secondary Maintenance	\$220.00
	122279	ArcGIS Schematics for Desktop Single Use Primary Maintenance	\$550.00
	122280	ArcGIS Schematics for Desktop Single Use Secondary Maintenance	\$220.00
	122281	ArcGIS Workflow Manager (Classic) for Desktop Single Use Primary Maintenance	\$550.00
	122282	ArcGIS Workflow Manager (Classic) for Desktop Single Use Secondary Maintenance	\$220.00
	162282	ArcGIS Image Analyst for ArcGIS Pro Single Use Primary Maintenance	\$550.00
	162283	ArcGIS Image Analyst for ArcGIS Pro Single Use Secondary Maintenance	\$220.00
	165324	ArcGIS LocateXT for Desktop Single Use Primary Maintenance	\$550.00
	165326	ArcGIS LocateXT for Desktop Single Use Secondary Maintenance	\$220.00
	168630	ArcGIS Desktop Extensions Single Use Primary Maintenance	\$1,650.00
	168631	ArcGIS Desktop Extensions Single Use Secondary Maintenance	\$660.00
1.4		ArcGIS Desktop - Single Use - Annual Subscription Prices	
	148104	ArcGIS Desktop Advanced Single Use Annual Subscription	\$3,792.00
	148105	ArcGIS Desktop Standard Single Use Annual Subscription	\$2,721.00
1.5		ArcGIS Desktop Upgrades	
1.5		ArcGIS Desktop Upgrades - Perpetual License Prices	
	122496	ArcGIS Desktop Standard Single Use Upgrade from ArcGIS Desktop Basic Single Use	\$4,987.00
	122497	ArcGIS Desktop Standard Single Use Upgrade from ArcGIS Desktop Basic Concurrent Use	\$3,174.00
	122774	ArcGIS Desktop Advanced Single Use Upgrade from ArcGIS Desktop Basic Single Use	\$10,028.00

	88927	ArcGIS Desktop Standard Concurrent Use Upgrade from ArcGIS Desktop Basic Concurrent Use	\$3,174.00
	122775	ArcGIS Desktop Advanced Single Use Upgrade from ArcGIS Desktop Basic Concurrent Use	\$8,214.00
	88928	ArcGIS Desktop Advanced Concurrent Use Upgrade from ArcGIS Desktop Basic Concurrent Use	\$8,252.00
	88929	ArcGIS Desktop Advanced Concurrent Use Upgrade from ArcGIS Desktop Standard Concurrent Use Perpetual License	\$5,078.00
	122776	ArcGIS Desktop Advanced Single Use Upgrade from ArcGIS Desktop Standard Single Use or Concurrent Use	\$5,041.00
1.5		ArcGIS Desktop Upgrades - Annual Subscription Prices	
	166362	ArcGIS Desktop Standard Single Use Annual Subscription Upgrade from ArcGIS Desktop Basic Single Use Annual Subscription	\$1,999.00
	166363	Desktop Advanced Single Use Annual Subscription Upgrade from ArcGIS Desktop Basic Single Use Annual Subscription	\$3,071.00
	166364	ArcGIS Desktop Advanced Single Use Annual Subscription Upgrade from ArcGIS Desktop Standard Single Use Annual Subscription	\$1,072.00
1.6		ArcGIS Roads and Highways - Concurrent Use and Single Use - Maintenance Prices	
	128916	ArcGIS Roads and Highways (Location Referencing) for Desktop Concurrent Use Maintenance	\$2,750.00
	133196	ArcGIS Roads and Highways (Location Referencing) for Desktop Single Use Maintenance	\$2,750.00
1.7		ArcGIS Pipeline Referencing - Concurrent Use and Single Use - Maintenance Price	
	153373	ArcGIS Pipeline Referencing (Location Referencing) for Desktop Maintenance	\$2,750.00
1.8		Mapping and Charting Solutions - Concurrent Use - Maintenance Prices	
	121805	ArcGIS Production Mapping for ArcGIS Desktop Concurrent Use Maintenance	\$2,750.00
	121871	ArcGIS Defense Mapping for ArcGIS Desktop Concurrent Use Maintenance	\$2,750.00
	133034	ArcGIS Aviation Airports for ArcGIS Desktop Concurrent Use Maintenance	\$1,375.00
	121873	ArcGIS Aviation Charting for ArcGIS Desktop Concurrent Use Maintenance	\$2,750.00
	121875	ArcGIS Maritime for ArcGIS Desktop Concurrent Use Maintenance	\$2,750.00
	130923	ArcGIS Bathymetry for ArcGIS Desktop Concurrent Use Maintenance	\$1,375.00
1.8		Mapping and Charting Solutions - Single Use - Maintenance Prices	
	121804	ArcGIS Production Mapping for ArcGIS Desktop Single Use Maintenance	\$2,750.00
	121810	ArcGIS Defense Mapping for ArcGIS Desktop Single Use Maintenance	\$2,750.00
	133033	ArcGIS Aviation Airports for ArcGIS Desktop Single Use Maintenance	\$1,375.00
	121872	ArcGIS Aviation Charting for ArcGIS Desktop Single Use Maintenance	\$2,750.00
	121874	ArcGIS Maritime for ArcGIS Desktop Single Use Maintenance	\$2,750.00
	130922	ArcGIS Bathymetry for ArcGIS Desktop Single Use Maintenance	\$1,375.00
1.8		Mapping and Charting Solutions Bundles - Concurrent Use - Perpetual License Prices	
	133017	ArcGIS Aviation Airports Bundle for ArcGIS Desktop Concurrent Use Perpetual License	\$9,521.00
	168057	ArcGIS Aviation Charting Bundle for ArcGIS Desktop Concurrent Use Perpetual License	\$16,956.00
	130938	ArcGIS Maritime Bundle for ArcGIS Desktop Concurrent Use Perpetual License	\$14,689.00
	130941	ArcGIS Bathymetry Bundle for ArcGIS Desktop Concurrent Use Perpetual License	\$11,334.00
1.8		Mapping and Charting Solutions Bundles - Single Use - Perpetual License Prices	
	133016	ArcGIS Aviation Airports Bundle for ArcGIS Desktop Single Use Perpetual License	\$9,521.00
	154921	ArcGIS Aviation Charting Bundle for ArcGIS Desktop Single Use Perpetual License	\$16,956.00
	158381	ArcGIS Maritime Bundle for ArcGIS Desktop Single Use Perpetual License	\$14,689.00
	130940	ArcGIS Bathymetry Bundle for ArcGIS Desktop Single Use Perpetual License	\$11,334.00
1.8		Mapping and Charting Solutions Bundles - Concurrent Use - Maintenance Prices	

	133019	ArcGIS Aviation Airports Bundle for ArcGIS Desktop Concurrent Use Maintenance	\$3,025.00
	168058	ArcGIS Aviation Charting Bundle for ArcGIS Desktop Concurrent Use Maintenance	\$6,600.00
	130909	ArcGIS Maritime Bundle for ArcGIS Desktop Concurrent Use Maintenance	\$6,050.00
	130943	ArcGIS Bathymetry Bundle for ArcGIS Desktop Concurrent Use Maintenance	\$3,575.00
1.8		Mapping and Charting Solutions Bundles - Single Use - Maintenance Prices	
	133018	ArcGIS Aviation Airports Bundle for ArcGIS Desktop Single Use Maintenance	\$3,025.00
	154880	ArcGIS Aviation Charting Bundle for ArcGIS Desktop Single Use Maintenance	\$6,600.00
	158382	ArcGIS Maritime Bundle for ArcGIS Desktop Single Use Maintenance	\$6,050.00
	130942	ArcGIS Bathymetry Bundle for ArcGIS Desktop Single Use Maintenance	\$3,575.00
1.9		ArcGIS Indoors - Concurrent Use and Single Use - Perpetual License Prices	
	180344	ArcGIS Indoors for ArcGIS Pro Concurrent Use Perpetual License	\$9,627.00
	180342	ArcGIS Indoors for ArcGIS Pro Single Use Perpetual License	\$9,627.00
1.9		ArcGIS Indoors - Concurrent Use and Single Use - Maintenance Prices	
	180345	ArcGIS Indoors for ArcGIS Pro Concurrent Use Maintenance	\$2,750.00
	180343	ArcGIS Indoors for ArcGIS Pro Single Use Maintenance	\$2,750.00
1.9		ArcGIS Indoors - Single Use - Annual Subscription Prices	
	180341	ArcGIS Indoors for ArcGIS Pro Single Use Annual Subscription	\$3,807.00
1.10		ArcGIS AllSource - Single Use (Standalone) - Annual Subscription Prices	
	185730	ArcGIS AllSource Single Use (Standalone) Annual Subscription	\$5,862.00
1.11		ArcGIS Desktop Reality - Single Use - Perpetual License Prices	
	185555	ArcGIS Reality Desktop Single Use Perpetual License (Includes ArcGIS Reality Studio and ArcGIS Reality for ArcGIS Pro)	\$40,000.00
1.11		ArcGIS Desktop Reality - Single Use - Maintenance Prices	
	185556	ArcGIS Reality Desktop Single Use Maintenance (Includes ArcGIS Reality Studio and ArcGIS Reality for ArcGIS Pro)	\$8,000.00
1.11		ArcGIS Desktop Reality - Single Use - Annual Subscription Prices	
	185553	ArcGIS Reality Desktop Single Use Annual Subscription (Includes ArcGIS Reality Studio and ArcGIS Reality for ArcGIS Pro)	\$20,000.00
ArcGIS CityEngine			
2		ArcGIS CityEngine - Concurrent Use and Single Use - Maintenance Prices	
	127626	ArcGIS CityEngine Concurrent Use Primary Maintenance	\$880.00
	127625	ArcGIS CityEngine Single Use Primary Maintenance	\$880.00
	127657	ArcGIS CityEngine Concurrent Use Secondary Maintenance	\$740.00
	127627	ArcGIS CityEngine Single Use Secondary Maintenance	\$740.00
ArcGIS Enterprise			
3		ArcGIS Enterprise - Perpetual License Prices	
	160458	ArcGIS Enterprise Advanced Up to Four Cores Perpetual License	\$36,269.00
	160463	ArcGIS Enterprise Standard Up to Four Cores Perpetual License	\$18,135.00
3		ArcGIS Enterprise - Maintenance Prices	
	161326	ArcGIS Enterprise Advanced Up to Four Cores Maintenance	\$11,000.00
	161328	ArcGIS Enterprise Standard Up to Four Cores Maintenance	\$5,500.00
3		ArcGIS Enterprise - Annual Subscription Prices	
	160660	ArcGIS Enterprise Advanced Up to Four Cores Annual Subscription	\$21,679.00
	160663	ArcGIS Enterprise Standard Up to Four Cores Annual Subscription	\$10,881.00
3		ArcGIS Enterprise on Kubernetes - Annual Subscription Prices	

	172190	ArcGIS Enterprise on Kubernetes Up to 64 vCPUs Annual Subscription	\$82,429.00
	183683	ArcGIS Enterprise on Kubernetes Up to 64 Additional vCPUs Annual Subscription	\$61,822.00
ArcGIS Monitor			
4		ArcGIS Monitor - Perpetual License Prices	
	162036	ArcGIS Monitor for ArcGIS Server Up to Four Cores Perpetual License	\$9,068.00
	162038	ArcGIS Monitor for ArcGIS Server Additional Core Perpetual License	\$454.00
4		ArcGIS Monitor - Maintenance Prices	
	162037	ArcGIS Monitor for ArcGIS Server Up to Four Cores Maintenance	\$2,750.00
	162039	ArcGIS Monitor for ArcGIS Server Additional Core Maintenance	\$135.00
4		ArcGIS Monitor - Annual Subscription Prices	
	162040	ArcGIS Monitor for ArcGIS Server Up to Four Cores Annual Subscription	\$3,627.00
	162071	ArcGIS Monitor for ArcGIS Server Additional Core Annual Subscription	\$454.00
ArcGIS GIS Server			
5		ArcGIS GIS Server - Perpetual License Prices	
	160483	ArcGIS GIS Server Advanced Up to Four Cores Perpetual License	\$36,269.00
	160899	ArcGIS GIS Server Advanced Additional Core Perpetual License	\$9,068.00
	160513	ArcGIS GIS Server Standard Up to Four Cores Perpetual License	\$18,135.00
	160900	ArcGIS GIS Server Standard Additional Core Perpetual License	\$4,534.00
	160489	ArcGIS GIS Server Basic Up to Four Cores Perpetual License	\$9,068.00
	160901	ArcGIS GIS Server Basic Additional Core Perpetual License	\$2,267.00
5		ArcGIS GIS Server - Maintenance Prices	
	161343	ArcGIS GIS Server Advanced Up to Four Cores Maintenance	\$11,000.00
	161388	ArcGIS GIS Server Advanced Additional Cores Maintenance	\$2,750.00
	161369	ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$5,500.00
	161389	ArcGIS GIS Server Standard Additional Cores Maintenance	\$1,375.00
	161348	ArcGIS GIS Server Basic Up to Four Cores Maintenance	\$3,300.00
	161399	ArcGIS GIS Server Basic Additional Cores Maintenance	\$825.00
5		ArcGIS GIS Server - Subscription Prices	
	160705	ArcGIS GIS Server Advanced Up to Four Cores Annual Subscription	\$21,679.00
	160706	ArcGIS GIS Server Advanced Up to Four Cores 90 Day License	\$10,881.00
	160704	ArcGIS GIS Server Advanced Up to Four Cores 30 Day License	\$4,246.00
	160370	ArcGIS GIS Server Advanced Additional Core Annual Subscription	\$5,441.00
	160149	ArcGIS GIS Server Advanced Additional Core 90 Day License	\$2,721.00
	160148	ArcGIS GIS Server Advanced Additional Core 30 Day License	\$1,051.00
	160723	ArcGIS GIS Server Standard Up to Four Cores Annual Subscription	\$10,881.00
	160724	ArcGIS GIS Server Standard Up to Four Cores 90 Day License	\$5,441.00
	160722	ArcGIS GIS Server Standard Up to Four Cores 30 Day License	\$2,082.00
	160372	ArcGIS GIS Server Standard Additional Core Annual Subscription	\$2,721.00
	160153	ArcGIS GIS Server Standard Additional Core 90 Day License	\$1,361.00
	160152	ArcGIS GIS Server Standard Additional Core 30 Day License	\$516.00
	160713	ArcGIS GIS Server Basic Up to Four Cores Annual Subscription	\$5,441.00
	160715	ArcGIS GIS Server Basic Up to Four Cores 90 Day License	\$2,721.00
	160711	ArcGIS GIS Server Basic Up to Four Cores 30 Day License	\$1,051.00
	160060	ArcGIS GIS Server Basic Additional Core Annual Subscription	\$1,361.00

	160052	ArcGIS GIS Server Basic Additional Core 90 Day License	\$681.00
	160050	ArcGIS GIS Server Basic Additional Core 30 Day License	\$268.00
ArcGIS GIS Server Extensions			
6		ArcGIS Data Interoperability for ArcGIS GIS Server - Perpetual License Prices	
	160506	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Perpetual License	\$9,068.00
	161019	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,267.00
6		ArcGIS Data Interoperability for ArcGIS GIS Server - Maintenance Prices	
	161364	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Maintenance	\$2,750.00
	161405	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$685.00
6		ArcGIS Data Interoperability for ArcGIS GIS Server - Subscription Prices	
	160764	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Annual Subscription	\$5,441.00
	160765	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,721.00
	160763	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,051.00
	160385	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,361.00
	160159	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$681.00
	160158	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$268.00
6.1		ArcGIS Data Reviewer for ArcGIS GIS Server - Perpetual License Prices	
	160491	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Perpetual License	\$9,068.00
	161078	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,267.00
6.1		ArcGIS Data Reviewer for ArcGIS GIS Server - Maintenance Prices	
	161350	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Maintenance	\$2,750.00
	161400	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$685.00
6.1		ArcGIS Data Reviewer for ArcGIS GIS Server - Subscription Prices	
	160752	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Annual Subscription	\$5,441.00
	160753	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,721.00
	160751	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,051.00
	160646	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,361.00
	160382	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$681.00
	160381	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$268.00
6.2		ArcGIS Network Analyst for ArcGIS GIS Server - Perpetual License Prices	

	160509	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Perpetual License	\$9,068.00
	161022	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Perpetual License	\$2,267.00
6.2		ArcGIS Network Analyst for ArcGIS GIS Server - Maintenance Prices	
	161366	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$2,750.00
	161407	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Maintenance	\$685.00
6.2		ArcGIS Network Analyst for ArcGIS GIS Server - Subscription Prices	
	160779	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Annual Subscription	\$5,441.00
	160780	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores 90 Day License	\$2,721.00
	160778	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores 30 Day License	\$1,051.00
	160869	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Annual Subscription	\$1,361.00
	160806	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core 90 Day License	\$681.00
	160805	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core 30 Day License	\$268.00
6.3		ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server - Perpetual License Prices	
	153473	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Perpetual License	\$9,068.00
	153477	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,267.00
6.3		ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server - Maintenance Prices	
	153544	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Maintenance	\$2,750.00
	153548	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$685.00
6.3		ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server - Subscription Prices	
	153497	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Annual Subscription	\$5,441.00
	153496	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,721.00
	153495	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,051.00
	153500	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,361.00
	153499	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$681.00
	153498	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$268.00
6.4		ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server - Perpetual License Prices	
	160514	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Perpetual License	\$9,068.00
	161047	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,267.00
6.4		ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server - Maintenance Prices	
	161370	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Maintenance	\$2,750.00

	161409	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$685.00
6.4		ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server - Subscription Prices	
	160729	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Annual Subscription	\$5,441.00
	160730	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,721.00
	160728	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,051.00
	160373	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,361.00
	160155	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$681.00
	160154	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$268.00
6.5		ArcGIS Maritime for ArcGIS GIS Server - Perpetual License Prices	
	160484	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Perpetual License	\$9,068.00
	161112	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,267.00
6.5		ArcGIS Maritime for ArcGIS GIS Server - Maintenance Prices	
	161344	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Maintenance	\$2,750.00
	161397	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$685.00
6.5		ArcGIS Maritime for ArcGIS GIS Server - Subscription Prices	
	160743	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Annual Subscription	\$5,441.00
	160744	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,721.00
	160742	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,051.00
	160643	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,361.00
	160376	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$681.00
	160375	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$268.00
6.6		ArcGIS Defense Mapping for ArcGIS GIS Server - Perpetual License Prices	
	160495	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Perpetual License	\$9,068.00
	161108	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Perpetual License	\$2,267.00
6.6		ArcGIS Defense Mapping for ArcGIS GIS Server - Maintenance Prices	
	161354	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Maintenance	\$2,750.00
	161402	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Maintenance	\$685.00
6.6		ArcGIS Defense Mapping for ArcGIS GIS Server - Subscription Prices	
	160749	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Annual Subscription	\$5,441.00

	160750	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,721.00
	160748	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,051.00
	160645	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Annual Subscription	\$1,361.00
	160380	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core 90 Day License	\$681.00
	160379	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core 30 Day License	\$268.00
6.7		ArcGIS Production Mapping for ArcGIS GIS Server - Perpetual License Prices	
	160497	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Perpetual License	\$9,068.00
	161097	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,267.00
6.7		ArcGIS Production Mapping for ArcGIS GIS Server - Maintenance Prices	
	161356	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Maintenance	\$2,750.00
	161403	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$685.00
6.7		ArcGIS Production Mapping for ArcGIS GIS Server - Subscription Prices	
	160785	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Annual Subscription	\$5,441.00
	160786	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,721.00
	160784	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,051.00
	160648	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,361.00
	160388	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$681.00
	160387	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$268.00
6.8		ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server - Perpetual License Prices	
	172423	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Perpetual License	\$9,068.00
	161083	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,267.00
6.8		ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server - Maintenance Prices	
	161380	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Maintenance	\$2,750.00
	161414	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$685.00
6.8		ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server - Subscription Prices	
	172451	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Annual Subscription	\$5,441.00
	172453	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,721.00

	172452	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,051.00
	160391	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,361.00
	160163	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$681.00
	160162	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$268.00
6.9		ArcGIS Utility Network Management for ArcGIS GIS Server - Perpetual License Prices	
	162293	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Perpetual License	\$9,068.00
	162296	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,267.00
6.9		ArcGIS Utility Network Management for ArcGIS GIS Server - Maintenance Prices	
	162295	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Maintenance	\$2,750.00
	162298	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$685.00
6.9		ArcGIS Utility Network Management for ArcGIS GIS Server - Subscription Prices	
	162359	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Annual Subscription	\$5,441.00
	162357	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,721.00
	162355	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,051.00
	162360	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,361.00
	162358	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$681.00
	162356	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$268.00
6.10		ArcGIS LocateXT for ArcGIS GIS Server - Perpetual License Prices	
	167335	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Perpetual License	\$9,068.00
	167337	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,267.00
6.10		ArcGIS LocateXT for ArcGIS GIS Server - Maintenance Prices	
	167400	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Maintenance	\$2,750.00
	167444	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$685.00
6.10		ArcGIS LocateXT for ArcGIS GIS Server - Subscription Prices	
	167412	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Annual Subscription	\$5,441.00
	167423	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,721.00
	167422	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,051.00
	167416	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,361.00

	167431	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$681.00
	167430	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$268.00
6.11		ArcGIS Aviation Airports for ArcGIS GIS Server - Perpetual License Prices	
	181758	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Perpetual License	\$9,068.00
	181767	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Perpetual License	\$2,267.00
6.11		ArcGIS Aviation Airports for ArcGIS GIS Server - Maintenance License Prices	
	181816	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Maintenance	\$2,750.00
	181818	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Maintenance	\$685.00
6.11		ArcGIS Aviation Airports for ArcGIS GIS Server - Subscription Prices	
	181760	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Annual Subscription	\$5,441.00
	181761	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,721.00
	181762	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,051.00
	181768	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Annual Subscription	\$1,361.00
	181769	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core 90 Day License	\$681.00
	181770	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core 30 Day License	\$268.00
6.12		ArcGIS Aviation Charting for ArcGIS GIS Server - Perpetual License Prices	
	181698	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Perpetual License	\$9,068.00
	181737	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Perpetual License	\$2,267.00
6.12		ArcGIS Aviation Charting for ArcGIS GIS Server - Maintenance Prices	
	181808	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Maintenance	\$2,750.00
	181810	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Maintenance	\$685.00
6.12		ArcGIS Aviation Charting for ArcGIS GIS Server - Subscription Prices	
	181700	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Annual Subscription	\$5,441.00
	181731	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,721.00
	181732	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,051.00
	181738	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Annual Subscription	\$1,361.00
	181739	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core 90 Day License	\$681.00
	181740	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core 30 Day License	\$268.00
6.13		ArcGIS Enterprise Server Upgrades	

6.13		ArcGIS Enterprise from ArcGIS Enterprise Upgrade - Perpetual License Prices	
	154627	ArcGIS Enterprise Advanced Up to Four Cores Upgrade from ArcGIS Enterprise Standard	\$18,135.00
6.13		ArcGIS Enterprise from ArcGIS GIS Server Upgrade - Perpetual License Prices	
	154783	ArcGIS Enterprise Advanced Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$27,202.00
	154781	ArcGIS Enterprise Standard Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$9,068.00
6.13		ArcGIS GIS Server from ArcGIS Server Upgrade - Perpetual License Prices	
	154825	ArcGIS GIS Server Advanced Up to Four Cores Upgrade from ArcGIS GIS Server Standard	\$18,135.00
	154831	ArcGIS GIS Server Advanced Additional Cores Upgrade from ArcGIS GIS Server Standard Additional Cores	\$4,534.00
	154823	ArcGIS GIS Server Advanced Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$27,202.00
	154829	ArcGIS GIS Server Advanced Additional Cores Upgrade from ArcGIS GIS Server Basic Additional Cores	\$6,801.00
	154821	ArcGIS GIS Server Standard Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$9,068.00
	154827	ArcGIS GIS Server Standard Additional Cores Upgrade from ArcGIS GIS Server Basic Additional Cores	\$2,267.00
ArcGIS Enterprise - Premium Organizational Capabilities - Optional Capability Servers			
7		ArcGIS GeoAnalytics Server - Perpetual License Prices	
	160470	ArcGIS GeoAnalytics Server Up to Four Cores Perpetual License	\$18,135.00
	160031	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Perpetual License	\$4,534.00
	160037	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Perpetual License	\$2,267.00
7		ArcGIS GeoAnalytics Server - Maintenance Prices	
	161334	ArcGIS GeoAnalytics Server Up to Four Cores Maintenance	\$5,500.00
	161392	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Maintenance	\$1,375.00
	161419	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Maintenance	\$685.00
7		ArcGIS GeoAnalytics Server - Subscription Prices	
	160669	ArcGIS GeoAnalytics Server Up to Four Cores Annual Subscription	\$10,881.00
	160670	ArcGIS GeoAnalytics Server Up to Four Cores 90 Day License	\$5,441.00
	160668	ArcGIS GeoAnalytics Server Up to Four Cores 30 Day License	\$2,082.00
	160539	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Annual Subscription	\$2,721.00
	160169	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) 90 Day License	\$1,361.00
	160168	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) 30 Day License	\$516.00
	160653	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Annual Subscription	\$1,361.00
	160537	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) 90 Day License	\$681.00
	160536	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) 30 Day License	\$268.00
7.1		ArcGIS GeoEvent Server - Perpetual License Prices	
	160474	ArcGIS GeoEvent Server Up to Four Cores Perpetual License	\$18,135.00
	161089	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Perpetual License	\$4,534.00
	160054	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Perpetual License	\$2,267.00
7.1		ArcGIS GeoEvent Server - Maintenance Prices	
	161337	ArcGIS GeoEvent Server Up to Four Cores Maintenance	\$5,500.00
	161387	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Maintenance	\$1,375.00
	161420	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Maintenance	\$685.00
7.1		ArcGIS GeoEvent Server - Subscription Prices	
	160678	ArcGIS GeoEvent Server Up to Four Cores Annual Subscription	\$10,881.00
	160679	ArcGIS GeoEvent Server Up to Four Cores 90 Day License	\$5,441.00

	160677	ArcGIS GeoEvent Server Up to Four Cores 30 Day License	\$2,082.00
	160801	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Annual Subscription	\$2,721.00
	160802	ArcGIS GeoEvent Server Additional Core (up to 32 per server) 90 Day License	\$1,361.00
	160800	ArcGIS GeoEvent Server Additional Core (up to 32 per server) 30 Day License	\$516.00
	160866	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Annual Subscription	\$1,361.00
	160867	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) 90 Day License	\$681.00
	160865	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) 30 Day License	\$268.00
7.2		ArcGIS Image Server - Perpetual License Prices	
	160478	ArcGIS Image Server Up to Four Cores Perpetual License	\$18,135.00
	161055	ArcGIS Image Server Additional Core (up to 32 per server) Perpetual License	\$4,534.00
	160033	ArcGIS Image Server Additional Core (more than 32 per Server) Perpetual License	\$2,267.00
7.2		ArcGIS Image Server - Maintenance Prices	
	161339	ArcGIS Image Server Up to Four Cores Maintenance	\$5,500.00
	161393	ArcGIS Image Server Additional Core (up to 32 per server) Maintenance	\$1,375.00
	161421	ArcGIS Image Server Additional Core (more than 32 per Server) Maintenance	\$685.00
7.2		ArcGIS Image Server - Subscription Prices	
	160684	ArcGIS Image Server Up to Four Cores Annual Subscription	\$10,881.00
	160685	ArcGIS Image Server Up to Four Cores 90 Day License	\$5,441.00
	160683	ArcGIS Image Server Up to Four Cores 30 Day License	\$2,082.00
	160058	ArcGIS Image Server Additional Core (up to 32 per server) Annual Subscription	\$2,721.00
	160048	ArcGIS Image Server Additional Core (up to 32 per server) 90 Day License	\$1,361.00
	160047	ArcGIS Image Server Additional Core (up to 32 per server) 30 Day License	\$516.00
	160651	ArcGIS Image Server Additional Core (more than 32 per Server) Annual Subscription	\$1,361.00
	160533	ArcGIS Image Server Additional Core (more than 32 per Server) 90 Day License	\$681.00
	160532	ArcGIS Image Server Additional Core (more than 32 per Server) 30 Day License	\$268.00
7.3		ArcGIS Notebook Server Advanced - Perpetual License Prices	
	168103	ArcGIS Notebook Server Advanced Up to Four Cores Perpetual License	\$18,135.00
	168104	ArcGIS Notebook Server Advanced Additional Core (up to 32 per server) Perpetual License	\$4,534.00
	168105	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Perpetual License	\$2,267.00
7.3		ArcGIS Notebook Server Advanced - Maintenance Prices	
	168115	ArcGIS Notebook Server Advanced Up to Four Cores Maintenance	\$5,500.00
	168116	ArcGIS Notebook Server Advanced Additional Core (up to 32 per server) Maintenance	\$1,375.00
	168117	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Maintenance	\$685.00
7.3		ArcGIS Notebook Server Advanced - Subscription Prices	
	168106	ArcGIS Notebook Server Advanced Up to Four Cores Annual Subscription	\$10,881.00
	168112	ArcGIS Notebook Server Advanced Up to Four Cores 90 Day License	\$5,441.00
	168109	ArcGIS Notebook Server Advanced Up to Four Cores 30 Day License	\$2,082.00
	168107	ArcGIS Notebook Server Advanced Additional Core (up to 32 per server) Annual Subscription	\$2,721.00
	168113	ArcGIS Notebook Server Advanced Additional Core (up to 32 per server) 90 Day License	\$1,361.00
	168110	ArcGIS Notebook Server Advanced Additional Core (up to 32 per server) 30 Day License	\$516.00
	168108	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Annual Subscription	\$1,361.00

	168114	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) 90 Day License	\$681.00
	168111	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) 30 Day License	\$268.00
7.4		ArcGIS Mission Server - Perpetual License Prices	
	172484	ArcGIS Mission Server Up to Four Cores Perpetual License	\$18,135.00
	172485	ArcGIS Mission Server Additional Core (up to 32 per Server) Perpetual License	\$4,534.00
	172486	ArcGIS Mission Server Additional Core (more than 32 per Server) Perpetual License	\$2,267.00
7.4		ArcGIS Mission Server - Maintenance Prices	
	172538	ArcGIS Mission Server Up to Four Cores Maintenance	\$5,500.00
	172539	ArcGIS Mission Server Additional Core (up to 32 per Server) Maintenance	\$1,375.00
	172540	ArcGIS Mission Server Additional Core (more than 32 per Server) Maintenance	\$685.00
7.4		ArcGIS Mission Server - Subscription Prices	
	172487	ArcGIS Mission Server Up to Four Cores Annual Subscription	\$10,881.00
	172523	ArcGIS Mission Server Up to Four Cores 90 Day License	\$5,441.00
	172490	ArcGIS Mission Server Up to Four Cores 30 Day License	\$2,082.00
	172488	ArcGIS Mission Server Additional Core (up to 32 per Server) Annual Subscription	\$2,721.00
	172524	ArcGIS Mission Server Additional Core (up to 32 per Server) 90 Day License	\$1,361.00
	172521	ArcGIS Mission Server Additional Core (up to 32 per Server) 30 Day License	\$516.00
	172489	ArcGIS Mission Server Additional Core (more than 32 per Server) Annual Subscription	\$1,361.00
	172525	ArcGIS Mission Server Additional Core (more than 32 per Server) 90 Day License	\$681.00
	172522	ArcGIS Mission Server Additional Core (more than 32 per Server) 30 Day License	\$268.00
7.5		ArcGIS Workflow Manager Server Advanced - Perpetual License Prices	
	177524	ArcGIS Workflow Manager Server Advanced Up to Four Cores Perpetual License	\$18,135.00
	177527	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) Perpetual License	\$4,534.00
	177526	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Perpetual License	\$2,267.00
7.5		ArcGIS Workflow Manager Server Advanced - Maintenance Prices	
	177584	ArcGIS Workflow Manager Server Advanced Up to Four Cores Maintenance	\$5,500.00
	177587	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) Maintenance	\$1,375.00
	177586	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Maintenance	\$685.00
7.5		ArcGIS Workflow Manager Server Advanced - Subscription Prices	
	177558	ArcGIS Workflow Manager Server Advanced Up to Four Cores Annual Subscription	\$10,881.00
	177560	ArcGIS Workflow Manager Server Advanced Up to Four Cores 90 Day License	\$5,441.00
	177551	ArcGIS Workflow Manager Server Advanced Up to Four Cores 30 Day License	\$2,082.00
	177563	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) Annual Subscription	\$2,721.00
	177565	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) 90 Day License	\$1,361.00
	177554	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) 30 Day License	\$516.00
	177562	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Annual Subscription	\$1,361.00
	177564	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) 90 Day License	\$681.00

	177553	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) 30 Day License	\$268.00
7.6		ArcGIS Knowledge Server - Perpetual License Prices	
	180566	ArcGIS Knowledge Server Up to Four Cores Perpetual License	\$18,135.00
	181717	ArcGIS Knowledge Server Additional Core (up to 32 per server) Perpetual License	\$4,534.00
	181830	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Perpetual License	\$2,267.00
7.6		ArcGIS Knowledge Server - Maintenance Prices	
	180567	ArcGIS Knowledge Server Up to Four Cores Maintenance	\$5,500.00
	181796	ArcGIS Knowledge Server Additional Core (up to 32 per server) Maintenance	\$1,375.00
	181831	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Maintenance	\$685.00
7.6		ArcGIS Knowledge Server - Subscription Prices	
	180564	ArcGIS Knowledge Server Up to Four Cores Annual Subscription	\$10,881.00
	181836	ArcGIS Knowledge Server Up to Four Cores 90 Day License	\$5,441.00
	181833	ArcGIS Knowledge Server Up to Four Cores 30 Day License	\$2,082.00
	181718	ArcGIS Knowledge Server Additional Core (up to 32 per server) Annual Subscription	\$2,721.00
	181837	ArcGIS Knowledge Server Additional Core (up to 32 per server) 90 Day License	\$1,361.00
	181834	ArcGIS Knowledge Server Additional Core (up to 32 per server) 30 Day License	\$516.00
	181832	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Annual Subscription	\$1,361.00
	181838	ArcGIS Knowledge Server Additional Core (more than 32 per Server) 90 Day License	\$681.00
	181835	ArcGIS Knowledge Server Additional Core (more than 32 per Server) 30 Day License	\$268.00
ArcGIS Enterprise - Premium Organizational Capabilities (Kubernetes)			
8		ArcGIS Image Services on Kubernetes - Annual Subscription Prices	
	186256	ArcGIS Image Services on Kubernetes up to 64 vCPUs Annual Subscription	\$61,822.00
	186257	ArcGIS Image Services on Kubernetes up to 64 Additional vCPUs Annual Subscription	\$30,911.00
8		ArcGIS Image Services on Kubernetes Staging Server - Annual Subscription Prices	
	186258	ArcGIS Image Services on Kubernetes up to 64 vCPUs Staging Annual Subscription	\$36,635.00
	186259	ArcGIS Image Services on Kubernetes up to 64 Additional vCPUs Staging Annual Subscription	\$18,318.00
ArcGIS Enterprise - Staging Servers			
9		ArcGIS Enterprise Staging Server - Perpetual License Prices	
	160588	ArcGIS Enterprise Advanced Up to Four Cores Staging Server Perpetual License	\$21,493.00
	160590	ArcGIS Enterprise Standard Up to Four Cores Staging Server Perpetual License	\$10,747.00
9		ArcGIS Enterprise Staging Server - Maintenance Prices	
	161429	ArcGIS Enterprise Advanced Up to Four Cores Staging Server Maintenance	\$5,500.00
	161430	ArcGIS Enterprise Standard Up to Four Cores Staging Server Maintenance	\$2,750.00
9		ArcGIS Enterprise Staging Server - Subscription Prices	
	160930	ArcGIS Enterprise Advanced Up to Four Cores Staging Server Annual Subscription	\$12,896.00
	160932	ArcGIS Enterprise Standard Up to Four Cores Staging Server Annual Subscription	\$6,448.00
9		ArcGIS Enterprise on Kubernetes Staging Server - Annual Subscription Prices	
	172182	ArcGIS Enterprise on Kubernetes Up to 64 vCPU Staging Annual Subscription	\$48,847.00
	183684	ArcGIS Enterprise on Kubernetes Up to 64 Additional vCPUs Staging Annual Subscription	\$36,635.00
		ArcGIS Monitor Staging Server - Perpetual License Prices	
	162072	ArcGIS Monitor for ArcGIS Server Up to Four Cores Staging Server Perpetual License	\$5,374.00
	162074	ArcGIS Monitor for ArcGIS Server Additional Core Staging Server Perpetual License	\$269.00
		ArcGIS Monitor Staging Server - Maintenance Prices	

	162073	ArcGIS Monitor for ArcGIS Server Up to Four Cores Staging Server Maintenance	\$1,375.00
	162075	ArcGIS Monitor for ArcGIS Server Additional Core Staging Server Maintenance	\$69.00
		ArcGIS Monitor Staging Server - Subscription Prices	
	162076	ArcGIS Monitor for ArcGIS Server Up to Four Cores Staging Server Annual Subscription	\$2,150.00
	162077	ArcGIS Monitor for ArcGIS Server Additional Core Staging Server Annual Subscription	\$269.00
ArcGIS GIS Server - Staging Servers			
10		ArcGIS GIS Server Staging Server - Perpetual License Prices	
	160600	ArcGIS GIS Server Advanced Up to Four Cores Staging Server Perpetual License	\$21,493.00
	160904	ArcGIS GIS Server Advanced Additional Cores Staging Server Perpetual License	\$5,374.00
	160615	ArcGIS GIS Server Standard Up to Four Cores Staging Server Perpetual License	\$10,747.00
	161014	ArcGIS GIS Server Standard Additional Cores Staging Server Perpetual License	\$2,687.00
	160604	ArcGIS GIS Server Basic Up to Four Cores Staging Server Perpetual License	\$5,374.00
	161032	ArcGIS GIS Server Basic Additional Cores Staging Server Perpetual License	\$1,344.00
10		ArcGIS GIS Server Staging Server - Maintenance Prices	
	161436	ArcGIS GIS Server Advanced Up to Four Cores Staging Server Maintenance	\$5,500.00
	161455	ArcGIS GIS Server Advanced Additional Cores Staging Server Maintenance	\$1,375.00
	161448	ArcGIS GIS Server Standard Up to Four Cores Staging Server Maintenance	\$2,750.00
	161456	ArcGIS GIS Server Standard Additional Cores Staging Server Maintenance	\$685.00
	161439	ArcGIS GIS Server Basic Up to Four Cores Staging Server Maintenance	\$1,650.00
	161461	ArcGIS GIS Server Basic Additional Cores Staging Server Maintenance	\$400.00
10		ArcGIS GIS Server Staging Server - Subscription Prices	
	160943	ArcGIS GIS Server Advanced Up to Four Cores Staging Server Annual Subscription	\$12,896.00
	160944	ArcGIS GIS Server Advanced Up to Four Cores Staging Server 90 Day License	\$6,448.00
	160942	ArcGIS GIS Server Advanced Up to Four Cores Staging Server 30 Day License	\$2,516.00
	160955	ArcGIS GIS Server Standard Up to Four Cores Staging Server Annual Subscription	\$6,448.00
	160956	ArcGIS GIS Server Standard Up to Four Cores Staging Server 90 Day License	\$3,224.00
	160954	ArcGIS GIS Server Standard Up to Four Cores Staging Server 30 Day License	\$1,222.00
	160948	ArcGIS GIS Server Basic Up to Four Cores Staging Server Annual Subscription	\$3,224.00
	160950	ArcGIS GIS Server Basic Up to Four Cores Staging Server 90 Day License	\$1,612.00
	160946	ArcGIS GIS Server Basic Up to Four Cores Staging Server 30 Day License	\$645.00
	160816	ArcGIS GIS Server Advanced Additional Core Staging Server Annual Subscription	\$3,224.00
	160556	ArcGIS GIS Server Advanced Additional Core Staging Server 90 Day License	\$1,612.00
	160555	ArcGIS GIS Server Advanced Additional Core Staging Server 30 Day License	\$611.00
	160820	ArcGIS GIS Server Standard Additional Core Staging Server Annual Subscription	\$1,612.00
	160564	ArcGIS GIS Server Standard Additional Core Staging Server 90 Day License	\$806.00
	160563	ArcGIS GIS Server Standard Additional Core Staging Server 30 Day License	\$294.00
	160818	ArcGIS GIS Server Basic Additional Core Staging Server Annual Subscription	\$806.00
	160560	ArcGIS GIS Server Basic Additional Core Staging Server 90 Day License	\$391.00
	160558	ArcGIS GIS Server Basic Additional Core Staging Server 30 Day License	\$162.00
ArcGIS GIS Server Extensions - Staging Servers			
11		ArcGIS Data Interoperability for ArcGIS GIS Server Staging Server - Perpetual License Prices	
	160608	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Perpetual License	\$5,374.00

	161023	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,344.00
11		ArcGIS Data Interoperability for ArcGIS GIS Server Staging Server - Maintenance Prices	
	161443	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Maintenance	\$1,375.00
	161473	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$325.00
11		ArcGIS Data Interoperability for ArcGIS GIS Server Staging Server - Subscription Prices	
	161120	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Annual Subscription	\$3,224.00
	161121	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,612.00
	161119	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$645.00
	160827	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$806.00
	160570	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$391.00
	160569	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$162.00
11.1		ArcGIS Data Reviewer for ArcGIS GIS Server Staging Server - Perpetual License Prices	
	160606	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Perpetual License	\$5,374.00
	161080	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,344.00
11.1		ArcGIS Data Reviewer for ArcGIS GIS Server Staging Server - Maintenance Prices	
	161441	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Maintenance	\$1,375.00
	161463	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$325.00
11.1		ArcGIS Data Reviewer for ArcGIS GIS Server Staging Server - Subscription Prices	
	160985	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Annual Subscription	\$3,224.00
	160986	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,612.00
	160984	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$645.00
	160882	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$806.00
	160824	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$391.00
	160823	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$162.00
11.2		ArcGIS Network Analyst for ArcGIS GIS Server Staging Server - Perpetual License Prices	
	160611	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Staging Server Perpetual License	\$5,374.00
	161026	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Staging Server Perpetual License	\$1,344.00
11.2		ArcGIS Network Analyst for ArcGIS GIS Server Staging Server - Maintenance Prices	
	161445	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Staging Server Maintenance	\$1,375.00

	161465	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Staging Server Maintenance	\$325.00
11.2		ArcGIS Network Analyst for ArcGIS GIS Server Staging Server - Subscription Prices	
	161000	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Staging Server Annual Subscription	\$3,224.00
	161001	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Staging Server 90 Day License	\$1,612.00
	160999	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Staging Server 30 Day License	\$645.00
	160885	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Staging Server Annual Subscription	\$806.00
	160832	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Staging Server 90 Day License	\$391.00
	160831	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Staging Server 30 Day License	\$162.00
11.3		ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Staging Server - Perpetual License Prices	
	153560	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Perpetual License	\$5,374.00
	153562	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,344.00
11.3		ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Staging Server - Maintenance Prices	
	153550	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Maintenance	\$1,375.00
	153592	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$325.00
11.3		ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Staging Server - Subscription Prices	
	153571	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Annual Subscription	\$3,224.00
	153570	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,612.00
	153569	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$645.00
	153574	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$806.00
	153573	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$391.00
	153572	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$162.00
11.4		ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Staging Server - Perpetual License Prices	
	160616	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Perpetual License	\$5,374.00
	161049	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Perpetual License	\$1,344.00
11.4		ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Staging Server - Maintenance Prices	
	161449	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Maintenance	\$1,375.00

	161466	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Maintenance	\$325.00
11.4		ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Staging Server - Subscription Prices	
	161009	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Annual Subscription	\$3,224.00
	161010	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,612.00
	161008	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$645.00
	160807	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$806.00
	160546	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$391.00
	160545	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$162.00
11.5		ArcGIS Maritime for ArcGIS GIS Server Staging Server - Perpetual License Prices	
	160601	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Perpetual License	\$5,374.00
	161114	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,344.00
11.5		ArcGIS Maritime for ArcGIS GIS Server Staging Server - Maintenance Prices	
	161437	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Maintenance	\$1,375.00
	161469	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$325.00
11.5		ArcGIS Maritime for ArcGIS GIS Server Staging Server - Subscription Prices	
	160991	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Annual Subscription	\$3,224.00
	160992	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,612.00
	160990	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$645.00
	160066	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$806.00
	160067	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$391.00
	160065	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$162.00
11.6		ArcGIS Defense Mapping for ArcGIS GIS Server Staging Server - Perpetual License Prices	
	160605	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server Perpetual License	\$5,374.00
	161109	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,344.00
11.6		ArcGIS Defense Mapping for ArcGIS GIS Server Staging Server - Maintenance Prices	
	161440	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server Maintenance	\$1,375.00
	161462	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Maintenance	\$325.00
11.6		ArcGIS Defense Mapping for ArcGIS GIS Server Staging Server - Subscription Prices	

	160958	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server Annual Subscription	\$3,224.00
	160959	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,612.00
	160957	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$645.00
	160540	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$806.00
	160171	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$391.00
	160170	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$162.00
11.7		ArcGIS Production Mapping for ArcGIS GIS Server Staging Server - Perpetual License Prices	
	160612	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Perpetual License	\$5,374.00
	161099	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,344.00
11.7		ArcGIS Production Mapping for ArcGIS GIS Server Staging Server - Maintenance Prices	
	161446	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Maintenance	\$1,375.00
	161475	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$325.00
11.7		ArcGIS Production Mapping for ArcGIS GIS Server Staging Server - Subscription Prices	
	160979	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Annual Subscription	\$3,224.00
	160980	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,612.00
	160978	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$645.00
	160543	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$806.00
	160177	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$391.00
	160176	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$162.00
11.8		ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Staging Server - Perpetual License Prices	
	172461	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Perpetual License	\$5,374.00
	161085	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,344.00
11.8		ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Staging Server - Maintenance Prices	
	161452	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Maintenance	\$1,375.00
	161471	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$325.00
11.8		ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Staging Server - Subscription Prices	
	172465	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Annual Subscription	\$3,224.00

	172467	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,612.00
	172466	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$645.00
	160833	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$806.00
	160574	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$391.00
	160573	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$162.00
11.9		ArcGIS Utility Network Management for ArcGIS GIS Server Staging Server - Perpetual License Prices	
	162557	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Perpetual License	\$5,374.00
	162520	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,344.00
11.9		ArcGIS Utility Network Management for ArcGIS GIS Server Staging Server - Maintenance Prices	
	162602	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Maintenance	\$1,375.00
	162632	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$325.00
11.9		ArcGIS Utility Network Management for ArcGIS GIS Server Staging Server - Subscription Prices	
	162644	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Annual Subscription	\$3,224.00
	162642	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,612.00
	162640	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$645.00
	162645	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$806.00
	162643	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$391.00
	162641	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$162.00
11.10		ArcGIS LocateXT for ArcGIS GIS Server Staging Server - Perpetual License Prices	
	167434	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Perpetual License	\$5,374.00
	167436	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,344.00
11.10		ArcGIS LocateXT for ArcGIS GIS Server Staging Server - Maintenance Prices	
	167460	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Maintenance	\$1,375.00
	167462	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$325.00
11.10		ArcGIS LocateXT for ArcGIS GIS Server Staging Server - Subscription Prices	
	167438	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server Annual Subscription	\$3,224.00
	167453	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,612.00

	167452	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$645.00
	167440	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$806.00
	167457	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$391.00
	167456	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$162.00
11.11		ArcGIS Aviation Airports for ArcGIS GIS Server Staging Server - Perpetual License Prices	
	181776	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server Perpetual License	\$5,374.00
	181780	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,344.00
11.11		ArcGIS Aviation Airports for ArcGIS GIS Server Staging Server - Maintenance Prices	
	181822	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server Maintenance	\$1,375.00
	181823	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Maintenance	\$325.00
11.11		ArcGIS Aviation Airports for ArcGIS GIS Server Staging Server - Subscription Prices	
	181777	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server Annual Subscription	\$3,224.00
	181778	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,612.00
	181779	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$645.00
	181781	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$806.00
	181782	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$391.00
	181783	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$162.00
11.12		ArcGIS Aviation Charting for ArcGIS GIS Server Staging Server - Perpetual License Prices	
	181747	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server Perpetual License	\$5,374.00
	181751	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,344.00
11.12		ArcGIS Aviation Charting for ArcGIS GIS Server Staging Server - Maintenance Prices	
	181814	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server Maintenance	\$1,375.00
	181815	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Maintenance	\$325.00
11.12		ArcGIS Aviation Charting for ArcGIS GIS Server Staging Server - Subscription Prices	
	181748	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server Annual Subscription	\$3,224.00
	181749	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,612.00
	181750	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$645.00
	181752	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$806.00

	181753	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$391.00
	181754	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$162.00
11.13		ArcGIS Enterprise Staging Server Upgrades	
11.13		ArcGIS Enterprise Staging Server from ArcGIS Enterprise Staging Server Upgrade - Perpetual License Prices	
	154629	ArcGIS Enterprise Advanced Staging Server Up to Four Cores Upgrade from ArcGIS Enterprise Standard Staging Server	\$10,747.00
11.13		ArcGIS Enterprise Staging Server from ArcGIS GIS Server Staging Server Upgrade - Perpetual License Prices	
	154787	ArcGIS Enterprise Advanced Staging Server Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$16,120.00
	154785	ArcGIS Enterprise Standard Staging Server Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$5,374.00
11.13		ArcGIS GIS Server Staging Server from ArcGIS GIS Server Staging Server Upgrade - Perpetual License Prices	
	154849	ArcGIS GIS Server Advanced Staging Server Up to Four Cores Upgrade from ArcGIS GIS Server Standard Staging Server	\$10,747.00
	154855	ArcGIS GIS Server Advanced Staging Server Additional Cores Upgrade from ArcGIS GIS Server Standard Staging Server	\$2,687.00
	154847	ArcGIS GIS Server Advanced Staging Server Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$16,120.00
	154853	ArcGIS GIS Server Advanced Staging Server Additional Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$4,030.00
	154845	ArcGIS GIS Server Standard Staging Server Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$5,374.00
	154851	ArcGIS GIS Server Standard Staging Server Additional Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$1,344.00
ArcGIS Enterprise - Premium Organizational Capabilities - Optional Capability Servers - Staging Servers			
12		ArcGIS GeoAnalytics Server Staging Server - Perpetual License Prices	
	160594	ArcGIS GeoAnalytics Server Up to Four Cores Staging Server Perpetual License	\$10,747.00
	160039	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Staging Server Perpetual License	\$2,687.00
	160143	ArcGIS GeoAnalytics Server Additional Core (more than 32 per server) Staging Server Perpetual License	\$1,344.00
12		ArcGIS GeoAnalytics Server Staging Server - Maintenance Prices	
	161433	ArcGIS GeoAnalytics Server Up to Four Cores Staging Server Maintenance	\$2,750.00
	161459	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Staging Server Maintenance	\$685.00
	161477	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$325.00
12		ArcGIS GeoAnalytics Server Staging Server - Subscription Prices	
	160964	ArcGIS GeoAnalytics Server Up to Four Cores Staging Server Annual Subscription	\$6,448.00
	160965	ArcGIS GeoAnalytics Server Up to Four Cores Staging Server 90 Day License	\$3,224.00
	160963	ArcGIS GeoAnalytics Server Up to Four Cores Staging Server 30 Day License	\$1,222.00
	160822	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Staging Server Annual Subscription	\$1,612.00
	160568	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Staging Server 90 Day License	\$806.00

	160567	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Staging Server 30 Day License	\$294.00
	160887	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Staging Server Annual Subscription	\$806.00
	160873	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Staging Server 90 Day License	\$391.00
	160872	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Staging Server 30 Day License	\$162.00
12.1		ArcGIS GeoEvent Server Staging Server - Perpetual License Prices	
	160596	ArcGIS GeoEvent Server Up to Four Cores Staging Server Perpetual License	\$10,747.00
	161091	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Staging Server Perpetual License	\$2,687.00
	160642	ArcGIS GeoEvent Server Additional Core (more than 32 per server) Staging Server Perpetual License	\$1,344.00
12.1		ArcGIS GeoEvent Server Staging Server - Maintenance Prices	
	161434	ArcGIS GeoEvent Server Up to Four Cores Staging Server Maintenance	\$2,750.00
	161454	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Staging Server Maintenance	\$685.00
	161478	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$325.00
12.1		ArcGIS GeoEvent Server Staging Server - Subscription Prices	
	160967	ArcGIS GeoEvent Server Up to Four Cores Staging Server Annual Subscription	\$6,448.00
	160971	ArcGIS GeoEvent Server Up to Four Cores Staging Server 90 Day License	\$3,224.00
	160970	ArcGIS GeoEvent Server Up to Four Cores Staging Server 30 Day License	\$1,222.00
	160877	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Staging Server Annual Subscription	\$1,612.00
	160881	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Staging Server 90 Day License	\$806.00
	160880	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Staging Server 30 Day License	\$294.00
	160892	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Staging Server Annual Subscription	\$806.00
	160893	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Staging Server 90 Day License	\$391.00
	160891	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Staging Server 30 Day License	\$162.00
12.2		ArcGIS Image Server Staging Server - Perpetual License Prices	
	160598	ArcGIS Image Server Up to Four Cores Staging Server Perpetual License	\$10,747.00
	161057	ArcGIS Image Server Additional Core (up to 32 per server) Staging Server Perpetual License	\$2,687.00
	160044	ArcGIS Image Server Additional Core (more than 32 per server) Staging Server Perpetual License	\$1,344.00
12.2		ArcGIS Image Server Staging Server - Maintenance Prices	
	161435	ArcGIS Image Server Up to Four Cores Staging Server Maintenance	\$2,750.00
	161460	ArcGIS Image Server Additional Core (up to 32 per server) Staging Server Maintenance	\$685.00
	161479	ArcGIS Image Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$325.00
12.2		ArcGIS Image Server Staging Server - Subscription Prices	
	160937	ArcGIS Image Server Up to Four Cores Staging Server Annual Subscription	\$6,448.00
	160938	ArcGIS Image Server Up to Four Cores Staging Server 90 Day License	\$3,224.00

	160936	ArcGIS Image Server Up to Four Cores Staging Server 30 Day License	\$1,222.00
	160814	ArcGIS Image Server Additional Core (up to 32 per server) Staging Server Annual Subscription	\$1,612.00
	160552	ArcGIS Image Server Additional Core (up to 32 per server) Staging Server 90 Day License	\$806.00
	160551	ArcGIS Image Server Additional Core (up to 32 per server) Staging Server 30 Day License	\$294.00
	160875	ArcGIS Image Server Additional Core (more than 32 per Server) Staging Server Annual Subscription	\$806.00
	160812	ArcGIS Image Server Additional Core (more than 32 per Server) Staging Server 90 Day License	\$391.00
	160811	ArcGIS Image Server Additional Core (more than 32 per Server) Staging Server 30 Day License	\$162.00
12.3		ArcGIS Notebook Server Advanced Staging Server - Perpetual License Prices	
	168135	ArcGIS Notebook Server Advanced Up to Four Cores Staging Server Perpetual License	\$10,747.00
	168136	ArcGIS Notebook Server Advanced Additional Core (up to 32 per Server) Staging Server Perpetual License	\$2,687.00
	168137	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Staging Server Perpetual License	\$1,344.00
12.3		ArcGIS Notebook Server Advanced Staging Server - Maintenance Prices	
	168147	ArcGIS Notebook Server Advanced Up to Four Cores Staging Server Maintenance	\$2,750.00
	168148	ArcGIS Notebook Server Advanced Additional Core (up to 32 per Server) Staging Server Maintenance	\$685.00
	168149	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Staging Server Maintenance	\$325.00
12.3		ArcGIS Notebook Server Advanced Staging Server - Subscription Prices	
	168144	ArcGIS Notebook Server Advanced Up to Four Cores Staging Server Annual Subscription	\$6,448.00
	168141	ArcGIS Notebook Server Advanced Up to Four Cores Staging Server 90 Day License	\$3,224.00
	168138	ArcGIS Notebook Server Advanced Up to Four Cores Staging Server 30 Day License	\$1,222.00
	168145	ArcGIS Notebook Server Advanced Additional Core (up to 32 per Server) Staging Server Annual Subscription	\$1,612.00
	168142	ArcGIS Notebook Server Advanced Additional Core (up to 32 per Server) Staging Server 90 Day License	\$806.00
	168139	ArcGIS Notebook Server Advanced Additional Core (up to 32 per Server) Staging Server 30 Day License	\$294.00
	168146	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Staging Server Annual Subscription	\$806.00
	168143	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Staging Server 90 Day License	\$391.00
	168140	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Staging Server 30 Day License	\$162.00
12.4		ArcGIS Mission Server Staging Server - Perpetual License Prices	
	172558	ArcGIS Mission Server Up to Four Cores Staging Server Perpetual License	\$10,747.00
	172559	ArcGIS Mission Server Additional Core (up to 32 per server) Staging Server Perpetual License	\$2,687.00
	172560	ArcGIS Mission Server Additional Core (more than 32 per server) Staging Server Perpetual License	\$1,344.00
12.4		ArcGIS Mission Server Staging Server - Maintenance Prices	
	172570	ArcGIS Mission Server Up to Four Cores Staging Server Maintenance	\$2,750.00
	172571	ArcGIS Mission Server Additional Core (up to 32 per server) Staging Server Maintenance	\$685.00

	172572	ArcGIS Mission Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$325.00
12.4		ArcGIS Mission Server Staging Server - Subscription Prices	
	172567	ArcGIS Mission Server Up to Four Cores Staging Server Annual Subscription	\$6,448.00
	172564	ArcGIS Mission Server Up to Four Cores Staging Server 90 Day License	\$3,224.00
	172561	ArcGIS Mission Server Up to Four Cores Staging Server 30 Day License	\$1,222.00
	172568	ArcGIS Mission Server Additional Core (up to 32 per server) Staging Server Annual Subscription	\$1,612.00
	172565	ArcGIS Mission Server Additional Core (up to 32 per server) Staging Server 90 Day License	\$806.00
	172562	ArcGIS Mission Server Additional Core (up to 32 per server) Staging Server 30 Day License	\$294.00
	172569	ArcGIS Mission Server Additional Core (more than 32 per Server) Staging Server Annual Subscription	\$806.00
	172566	ArcGIS Mission Server Additional Core (more than 32 per Server) Staging Server 90 Day License	\$391.00
	172563	ArcGIS Mission Server Additional Core (more than 32 per Server) Staging Server 30 Day License	\$162.00
12.5		ArcGIS Workflow Manager Server Advanced Staging Server - Perpetual Prices	
	177528	ArcGIS Workflow Manager Server Advanced Up to Four Cores Staging Server Perpetual License	\$10,747.00
	177530	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per Server) Staging Server Perpetual License	\$2,687.00
	177529	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Staging Server Perpetual License	\$1,344.00
12.5		ArcGIS Workflow Manager Server Advanced Staging Server - Maintenance Prices	
	177588	ArcGIS Workflow Manager Server Advanced Up to Four Cores Staging Server Maintenance	\$2,750.00
	177590	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per Server) Staging Server Maintenance	\$685.00
	177589	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Staging Server Maintenance	\$325.00
12.5		ArcGIS Workflow Manager Server Advanced Staging Server - Subscription Prices	
	177566	ArcGIS Workflow Manager Server Advanced Up to Four Cores Staging Server Annual Subscription	\$6,448.00
	177567	ArcGIS Workflow Manager Server Advanced Up to Four Cores Staging Server 90 Day License	\$3,224.00
	177555	ArcGIS Workflow Manager Server Advanced Up to Four Cores Staging Server 30 Day License	\$1,222.00
	177569	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) Staging Server Annual Subscription	\$1,612.00
	177571	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) Staging Server 90 Day License	\$806.00
	177557	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) Staging Server 30 Day License	\$294.00
	177568	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Staging Server Annual Subscription	\$806.00
	177570	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Staging Server 90 Day License	\$391.00
	177556	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Staging Server 30 Day License	\$162.00

12.6		ArcGIS Knowledge Server Staging Server - Perpetual License Prices	
	182423	ArcGIS Knowledge Server Up to Four Cores Staging Server Perpetual License	\$10,747.00
	182467	ArcGIS Knowledge Server Additional Core (up to 32 per server) Staging Server Perpetual License	\$2,687.00
	182468	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Staging Server Perpetual License	\$1,344.00
12.6		ArcGIS Knowledge Server Staging Server - Maintenance Prices	
	182469	ArcGIS Knowledge Server Up to Four Cores Staging Server Maintenance	\$2,750.00
	182470	ArcGIS Knowledge Server Additional Core (up to 32 per server) Staging Server Maintenance	\$685.00
	182471	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$325.00
12.6		ArcGIS Knowledge Server Staging Server - Subscription Prices	
	182472	ArcGIS Knowledge Server Up to Four Cores Staging Server Annual Subscription	\$6,448.00
	182478	ArcGIS Knowledge Server Up to Four Cores Staging Server 90 Day License	\$3,224.00
	182475	ArcGIS Knowledge Server Up to Four Cores Staging Server 30 Day License	\$1,222.00
	182473	ArcGIS Knowledge Server Additional Core (up to 32 per server) Staging Server Annual Subscription	\$1,612.00
	182479	ArcGIS Knowledge Server Additional Core (up to 32 per server) Staging Server 90 Day License	\$806.00
	182476	ArcGIS Knowledge Server Additional Core (up to 32 per server) Staging Server 30 Day License	\$294.00
	182474	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Staging Server Annual Subscription	\$806.00
	182480	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Staging Server 90 Day License	\$391.00
	182477	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Staging Server 30 Day License	\$162.00
ArcGIS Enterprise User Types, User Type Extensions, and Apps			
13		ArcGIS Enterprise User Types - Perpetual License Prices	
	154251	ArcGIS Enterprise Creator Perpetual License	\$2,150.00
	166966	ArcGIS Enterprise Editor Perpetual License	\$855.00
	166967	ArcGIS Enterprise Mobile Worker Perpetual License	\$1,490.00
	166968	ArcGIS Enterprise GIS Professional Basic User Type Perpetual License	\$3,005.00
	166969	ArcGIS Enterprise GIS Professional Standard User Type Perpetual License	\$7,523.00
	166970	ArcGIS Enterprise GIS Professional Advanced User Type Perpetual License	\$10,600.00
13		ArcGIS Enterprise User Types - Maintenance Prices	
	154097	ArcGIS Enterprise Creator Maintenance	\$550.00
	167257	ArcGIS Enterprise Editor Maintenance	\$220.00
	167258	ArcGIS Enterprise Mobile Worker Maintenance	\$385.00
	167259	ArcGIS Enterprise GIS Professional Basic User Type Maintenance	\$750.00
	167260	ArcGIS Enterprise GIS Professional Standard User Type Maintenance	\$2,750.00
	167261	ArcGIS Enterprise GIS Professional Advanced User Type Maintenance	\$3,800.00
13		ArcGIS Enterprise User Types - Annual Subscription Prices	
	154252	ArcGIS Enterprise Creator Annual Subscription	\$538.00
	166893	ArcGIS Enterprise Editor Annual Subscription	\$215.00
	166894	ArcGIS Enterprise Mobile Worker Annual Subscription	\$377.00

	166895	ArcGIS Enterprise GIS Professional Basic User Type Annual Subscription	\$748.00
	166896	ArcGIS Enterprise GIS Professional Standard User Type Annual Subscription	\$2,956.00
	166897	ArcGIS Enterprise GIS Professional Advanced User Type Annual Subscription	\$4,055.00
13.1		ArcGIS Enterprise on Kubernetes User Types - Annual Subscription Prices	
	183686	ArcGIS Enterprise on Kubernetes Viewer Annual Subscription	\$108.00
	183687	ArcGIS Enterprise on Kubernetes Creator Annual Subscription	\$538.00
13.2		ArcGIS Enterprise User Type Extensions - Perpetual License Prices	
	173300	ArcGIS Utility Network User Type Extension for ArcGIS Enterprise Perpetual License	\$1,075.00
	173294	ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise Perpetual License	\$1,075.00
	174947	ArcGIS Workflow Manager User Type Extension for ArcGIS Enterprise Perpetual License	\$977.00
	165650	ArcGIS Trace Network User Type Extension for ArcGIS Enterprise Perpetual License	\$1,075.00
	182315	Location Sharing User Type Extension for ArcGIS Enterprise Perpetual License	\$323.00
13.2		ArcGIS Enterprise User Type Extensions - Maintenance Prices	
	173311	ArcGIS Utility Network User Type Extension for ArcGIS Enterprise Maintenance	\$220.00
	173295	ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise Maintenance	\$220.00
	174948	ArcGIS Workflow Manager User Type Extension for ArcGIS Enterprise Maintenance	\$200.00
	165651	ArcGIS Trace Network User Type Extension for ArcGIS Enterprise Maintenance	\$220.00
	182316	Location Sharing User Type Extension for ArcGIS Enterprise Maintenance	\$65.00
13.2		ArcGIS Enterprise User Type Extensions - Annual Subscription Prices	
	173298	ArcGIS Utility Network User Type Extension for ArcGIS Enterprise Annual Subscription	\$215.00
	173292	ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise Annual Subscription	\$215.00
	174945	ArcGIS Workflow Manager User Type Extension for ArcGIS Enterprise Annual Subscription	\$196.00
	165649	ArcGIS Trace Network User Type Extension for ArcGIS Enterprise Annual Subscription	\$215.00
	182311	Location Sharing User Type Extension for ArcGIS Enterprise Annual Subscription	\$64.00
13.3		ArcGIS Enterprise Apps - Perpetual License Prices	
	166981	ArcGIS Pro Basic (Add-on App) for ArcGIS Enterprise Creator User Type Perpetual License	\$1,612.00
	166982	ArcGIS Pro Standard (Add-on App) for ArcGIS Enterprise Creator User Type Perpetual License	\$7,523.00
	166983	ArcGIS Pro Advanced (Add-on App) for ArcGIS Enterprise Creator User Type Perpetual License	\$10,625.00
	167943	ArcGIS Excalibur for ArcGIS Enterprise Perpetual License	\$2,150.00
	166980	ArcGIS Collector for ArcGIS Enterprise Perpetual License	\$255.00
	182313	ArcGIS Field Maps for ArcGIS Enterprise Perpetual License	\$255.00
	154296	ArcGIS GeoPlanner for ArcGIS Enterprise Perpetual License	\$2,150.00
	153391	ArcGIS Insights in ArcGIS Enterprise Perpetual License	\$2,150.00
	173138	ArcGIS Mission Manager for ArcGIS Enterprise Perpetual License	\$2,150.00
	154292	ArcGIS Navigator for ArcGIS Enterprise Perpetual License	\$255.00
	166979	ArcGIS Survey123 for ArcGIS Enterprise Perpetual License	\$255.00
	169050	ArcGIS QuickCapture for ArcGIS Enterprise Perpetual License	\$255.00
	166978	ArcGIS Workforce for ArcGIS Enterprise Perpetual License	\$255.00
13.3		ArcGIS Enterprise Apps - Maintenance Prices	
	167272	ArcGIS Pro Basic (Add-on App) for ArcGIS Enterprise Creator User Type Maintenance	\$550.00
	167273	ArcGIS Pro Standard (Add-on App) for ArcGIS Enterprise Creator User Type Maintenance	\$2,800.00
	167274	ArcGIS Pro Advanced (Add-on App) for ArcGIS Enterprise Creator User Type Maintenance	\$3,950.00

	167947	ArcGIS Excalibur for ArcGIS Enterprise Maintenance	\$550.00
	167271	ArcGIS Collector for ArcGIS Enterprise Maintenance	\$65.00
	182314	ArcGIS Field Maps for ArcGIS Enterprise Maintenance	\$65.00
	153470	ArcGIS GeoPlanner for ArcGIS Enterprise Maintenance	\$550.00
	154300	ArcGIS Insights in ArcGIS Enterprise Maintenance	\$550.00
	173139	ArcGIS Mission Manager for ArcGIS Enterprise Maintenance	\$550.00
	154866	ArcGIS Navigator for ArcGIS Enterprise Maintenance	\$65.00
	167270	ArcGIS Survey123 for ArcGIS Enterprise Maintenance	\$65.00
	169051	ArcGIS QuickCapture for ArcGIS Enterprise Maintenance	\$65.00
	167269	ArcGIS Workforce for ArcGIS Enterprise Maintenance	\$65.00
13.3		ArcGIS Enterprise Apps - Annual Subscription Prices	
	166933	ArcGIS Pro Basic (Add-on App) for ArcGIS Enterprise Creator User Type Annual Subscription	\$538.00
	166934	ArcGIS Pro Standard (Add-on App) for ArcGIS Enterprise Creator User Type Annual Subscription	\$2,736.00
	166935	ArcGIS Pro Advanced (Add-on App) for ArcGIS Enterprise Creator User Type Annual Subscription	\$3,859.00
	167929	ArcGIS Excalibur for ArcGIS Enterprise Annual Subscription	\$538.00
	166932	ArcGIS Collector for ArcGIS Enterprise Annual Subscription	\$64.00
	182289	ArcGIS Field Maps for ArcGIS Enterprise Annual Subscription	\$64.00
	180428	ArcGIS Drone2Map Standard for ArcGIS Enterprise Annual Subscription	\$1,710.00
	180429	ArcGIS Drone2Map Advanced for ArcGIS Enterprise Annual Subscription	\$3,420.00
	154297	ArcGIS GeoPlanner for ArcGIS Enterprise Annual Subscription	\$538.00
	154332	ArcGIS Insights in ArcGIS Enterprise Annual Subscription	\$538.00
	173258	ArcGIS Mission Manager for ArcGIS Enterprise Annual Subscription	\$538.00
	154293	ArcGIS Navigator for ArcGIS Enterprise Annual Subscription	\$64.00
	166931	ArcGIS Survey123 for ArcGIS Enterprise Annual Subscription	\$64.00
	169018	ArcGIS QuickCapture for ArcGIS Enterprise Annual Subscription	\$64.00
	166790	ArcGIS Workforce for ArcGIS Enterprise Annual Subscription	\$64.00
	185889	ArcGIS AllSource for ArcGIS Enterprise Annual Subscription	\$5,862.00
13.4		ArcGIS Enterprise App Bundles - Perpetual License Prices	
	166974	ArcGIS Enterprise Essential Apps Bundle Perpetual License	\$196.00
	166975	ArcGIS Enterprise Field Apps Bundle Perpetual License	\$645.00
	166976	ArcGIS Enterprise Office Apps Bundle Perpetual License	\$430.00
13.4		ArcGIS Enterprise App Bundles - Maintenance Prices	
	167265	ArcGIS Enterprise Essential Apps Bundle Maintenance	\$55.00
	167266	ArcGIS Enterprise Field Apps Bundle Maintenance	\$165.00
	167267	ArcGIS Enterprise Office Apps Bundle Maintenance	\$110.00
13.4		ArcGIS Enterprise App Bundles - Annual Subscription Prices	
	166901	ArcGIS Enterprise Essential Apps Bundle Annual Subscription	\$54.00
	166902	ArcGIS Enterprise Field Apps Bundle Annual Subscription	\$162.00
	166903	ArcGIS Enterprise Office Apps Bundle Annual Subscription	\$108.00
13.5		ArcGIS Pro Extensions for ArcGIS Enterprise - Perpetual License Prices	
	166984	ArcGIS 3D Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,687.00

	166985	ArcGIS Data Interoperability for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,687.00
	166986	ArcGIS Data Reviewer for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,687.00
	166987	ArcGIS Geostatistical Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,687.00
	166988	ArcGIS Network Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,687.00
	166989	ArcGIS Publisher for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,687.00
	166990	ArcGIS Spatial Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,687.00
	166992	ArcGIS Workflow Manager for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,687.00
	166991	ArcGIS Image Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,687.00
	166993	ArcGIS LocateXT for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,687.00
	166994	ArcGIS Pro Extensions for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$8,060.00
	174914	ArcGIS Aviation Airports for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$5,374.00
	185559	ArcGIS Bathymetry for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$5,374.00
	180803	ArcGIS Aviation Charting for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$10,747.00
	166995	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$10,747.00
	174918	ArcGIS Defense Mapping for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$10,747.00
	174916	ArcGIS Production Mapping for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$10,747.00
	180801	ArcGIS Roads and Highways (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$10,747.00
	178808	ArcGIS Maritime for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$10,747.00
	180349	ArcGIS Indoors for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$10,747.00
13.5		ArcGIS Pro Extensions for ArcGIS Enterprise - Maintenance Prices	
	167275	ArcGIS 3D Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$550.00
	167276	ArcGIS Data Interoperability for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$550.00
	167277	ArcGIS Data Reviewer for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$550.00
	167278	ArcGIS Geostatistical Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$550.00
	167279	ArcGIS Network Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$550.00
	167280	ArcGIS Publisher for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$550.00

	167281	ArcGIS Spatial Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$550.00
	167283	ArcGIS Workflow Manager for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$550.00
	167282	ArcGIS Image Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$550.00
	167284	ArcGIS LocateXT for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$550.00
	167285	ArcGIS Pro Extensions for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$1,375.00
	174915	ArcGIS Aviation Airports for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$1,375.00
	185560	ArcGIS Bathymetry for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$1,375.00
	180804	ArcGIS Aviation Charting for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$2,750.00
	167286	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$2,750.00
	174919	ArcGIS Defense Mapping for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$2,750.00
	174917	ArcGIS Production Mapping for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$2,750.00
	180802	ArcGIS Roads and Highways (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$2,750.00
	178809	ArcGIS Maritime for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$2,750.00
	180350	ArcGIS Indoors for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$2,750.00
13.5		ArcGIS Pro Extensions for ArcGIS Enterprise - Annual Subscription Prices	
	166941	ArcGIS 3D Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$636.00
	166942	ArcGIS Data Interoperability for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$636.00
	166943	ArcGIS Data Reviewer for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$636.00
	166944	ArcGIS Geostatistical Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$636.00
	166945	ArcGIS Network Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$636.00
	166946	ArcGIS Publisher for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$636.00
	166947	ArcGIS Spatial Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$636.00
	166950	ArcGIS Workflow Manager for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$636.00
	166949	ArcGIS Image Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$636.00
	166951	ArcGIS LocateXT for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$636.00
	166953	ArcGIS Pro Extensions for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$1,906.00

	174921	ArcGIS Aviation Airports for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$2,125.00
	185558	ArcGIS Bathymetry for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$2,125.00
	180727	ArcGIS Aviation Charting for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$4,250.00
	166956	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$4,250.00
	174923	ArcGIS Production Mapping for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$4,250.00
	174925	ArcGIS Defense Mapping for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$4,250.00
	180726	ArcGIS Roads and Highways (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$4,250.00
	178806	ArcGIS Maritime for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$4,250.00
	180348	ArcGIS Indoors for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$4,250.00
13.6		ArcGIS Runtime Extensions for ArcGIS Enterprise	
13.6		ArcGIS Runtime Analysis Extension - Perpetual, Maintenance, Subscription Prices	
	173379	ArcGIS Runtime Analysis Extension for ArcGIS Enterprise Perpetual License	\$1,075.00
	173380	ArcGIS Runtime Analysis Extension for ArcGIS Enterprise Maintenance	\$220.00
	173377	ArcGIS Runtime Analysis Extension for ArcGIS Enterprise Annual Subscription	\$215.00
ArcGIS Online User Types, User Type Extensions, Apps, and Extensions			
14		ArcGIS Online User Types - Annual Subscription Prices	
	153147	ArcGIS Online Viewer Annual Subscription	\$108.00
	153148	ArcGIS Online Creator Annual Subscription	\$538.00
	165531	ArcGIS Online Editor Annual Subscription	\$215.00
	165533	ArcGIS Online Mobile Worker Annual Subscription	\$377.00
	165535	ArcGIS Online GIS Professional Basic User Type Annual Subscription	\$748.00
	165536	ArcGIS Online GIS Professional Standard User Type Annual Subscription	\$2,956.00
	165537	ArcGIS Online GIS Professional Advanced User Type Annual Subscription	\$4,055.00
	153418	ArcGIS Online Credits; Block of 1,000	\$118.00
14.1		ArcGIS Online User Type Extensions - Annual Subscription Prices	
	165666	ArcGIS Image User Type Extension for ArcGIS Online Annual Subscription	\$753.00
	179339	ArcGIS GeoBIM User Type Extension for ArcGIS Online Annual Subscription	\$196.00
	182294	Location Sharing User Type Extension for ArcGIS Online Annual Subscription	\$64.00
14.2		ArcGIS Online Apps - Annual Subscription Prices	
	165553	ArcGIS Pro Advanced (Add-on App) for ArcGIS Online Creator User Type Annual Subscription	\$3,859.00
	165552	ArcGIS Pro Standard (Add-on App) for ArcGIS Online Creator User Type Annual Subscription	\$2,736.00
	165551	ArcGIS Pro Basic (Add-on App) for ArcGIS Online Creator User Type Annual Subscription	\$538.00
	182292	ArcGIS Field Maps for ArcGIS Online Annual Subscription	\$64.00
	165547	ArcGIS Collector for ArcGIS Online Annual Subscription	\$64.00
	157007	ArcGIS Community Analyst Web App Online Annual Subscription	\$98.00
	180146	ArcGIS Drone2Map Standard for ArcGIS Online Annual Subscription	\$1,710.00
	180147	ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription	\$3,420.00

	154421	Esri Redistricting (USA Only) for ArcGIS Online Annual Subscription	\$4,836.00
	150543	ArcGIS GeoPlanner for ArcGIS Online Annual Subscription	\$538.00
	159044	ArcGIS Insights in ArcGIS Online Annual Subscription	\$538.00
	157002	ArcGIS Navigator for ArcGIS Online Annual Subscription	\$64.00
	169043	ArcGIS QuickCapture for ArcGIS Online Annual Subscription	\$64.00
	165546	ArcGIS Survey123 for ArcGIS Online Annual Subscription	\$64.00
	165545	ArcGIS Workforce for ArcGIS Online Annual Subscription	\$64.00
	167926	ArcGIS CityEngine for ArcGIS Online Annual Subscription	\$2,150.00
	178731	ArcGIS Urban Online Annual Subscription	\$3,224.00
14.3		ArcGIS Online App Bundles - Annual Subscription Prices	
	165542	ArcGIS Online Essential Apps Bundle Annual Subscription	\$54.00
	165543	ArcGIS Online Field Apps Bundle Annual Subscription	\$162.00
	165544	ArcGIS Online Office Apps Bundle Annual Subscription	\$108.00
	169044	ArcGIS Urban Suite Online Annual Subscription	\$4,299.00
14.4		ArcGIS Pro Extensions for ArcGIS Online - Annual Subscription Prices	
	165554	ArcGIS 3D Analyst for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$636.00
	165555	ArcGIS Data Interoperability for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$636.00
	165556	ArcGIS Data Reviewer for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$636.00
	165557	ArcGIS Geostatistical Analyst for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$636.00
	165558	ArcGIS Network Analyst for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$636.00
	165559	ArcGIS Publisher for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$636.00
	165560	ArcGIS Spatial Analyst for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$636.00
	165561	ArcGIS Workflow Manager for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$636.00
	159070	ArcGIS Image Analyst for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$636.00
	166996	ArcGIS LocateXT for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$636.00
	165562	ArcGIS Pro Extensions for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$1,906.00
	165569	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$4,250.00
	165568	ArcGIS Defense Mapping for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$4,250.00
	165567	ArcGIS Production Mapping for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$4,250.00
	180725	ArcGIS Roads and Highways (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$4,250.00
	165563	ArcGIS Aviation Airports for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$2,125.00
	165565	ArcGIS Aviation Charting for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$4,250.00

	165566	ArcGIS Maritime for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$4,250.00
	180347	ArcGIS Indoors for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$4,250.00
14.5		ArcGIS Runtime Extensions for ArcGIS Online	
14.5		ArcGIS Runtime Analysis Extension - Annual Subscription Price	
	173340	ArcGIS Runtime Analysis Extension for ArcGIS Online Annual Subscription	\$215.00
14.6		ArcGIS Business Analyst Web App for ArcGIS Online	
14.6		ArcGIS Business Analyst Web App - Annual Subscription Prices	
	178622	ArcGIS Business Analyst Advanced Online Bundle Annual Subscription	\$4,885.00
	178623	ArcGIS Business Analyst Web App Advanced Online Annual Subscription	\$3,908.00
	178624	ArcGIS Business Analyst Standard Online Bundle Annual Subscription	\$1,075.00
	178625	ArcGIS Business Analyst Web App Standard Online Annual Subscription	\$98.00
ArcGIS Online - Premium Organizational Capabilities			
		ArcGIS Workflow Manager	
	186554	ArcGIS Workflow Manager Advanced Premium Organizational Capability Extension for ArcGIS Online Annual Subscription	\$17,310.00
	187333	ArcGIS Workflow Manager Standard Organizational Capability Extension for ArcGIS Online Annual Subscription	\$10,881.00
ArcGIS Online - Other			
15		ArcGIS Online Premium Feature Data Store	
15		ArcGIS Online Premium Feature Data Store - Annual Subscription Prices	
	157564	ArcGIS Online Premium Feature Data Store M-1 Annual Subscription	\$17,937.00
	157565	ArcGIS Online Premium Feature Data Store M-2 Annual Subscription	\$28,488.00
	157566	ArcGIS Online Premium Feature Data Store M-3 Annual Subscription	\$50,644.00
	165652	ArcGIS Online Premium Feature Data Store M-4 Annual Subscription	\$97,068.00
	157591	ArcGIS Online Premium Feature Data Store M-1 Monthly Subscription	\$1,661.00
	157592	ArcGIS Online Premium Feature Data Store M-2 Monthly Subscription	\$2,638.00
	157593	ArcGIS Online Premium Feature Data Store M-3 Monthly Subscription	\$4,690.00
	165653	ArcGIS Online Premium Feature Data Store M-4 Monthly Subscription	\$8,988.00
15.1		ArcGIS Hub	
15.1		ArcGIS Hub - Annual Subscription Prices	
	159166	ArcGIS Hub Premium ArcGIS Online Community Annual Subscription	\$9,770.00
	159168	ArcGIS Hub Premium Additional 1000 ArcGIS Online Community Creator Annual Subscription	\$977.00
	159169	ArcGIS Hub Premium Additional ArcGIS Online Credits	\$98.00
	159171	ArcGIS Hub Premium Unlimited ArcGIS Online Community Population Less than 1,000,000 Annual Subscription	\$39,078.00
	159173	ArcGIS Hub Premium Unlimited ArcGIS Online Community Population Greater than 1,000,000 Annual Subscription	\$78,155.00
ArcGIS Velocity - US Region			
16		ArcGIS Velocity - US Region - Annual Subscription Prices	
	165630	ArcGIS Velocity Standard US Region Annual Subscription	\$19,539.00
	165627	ArcGIS Velocity Advanced US Region Annual Subscription	\$43,962.00
	173315	ArcGIS Velocity Dedicated US Region Annual Subscription	\$87,924.00
	173317	ArcGIS Velocity Dedicated Compute Units US Region Annual Subscription	\$24,424.00

	165628	ArcGIS Velocity Advanced Storage Units US Region Annual Subscription	\$3,908.00
	173318	ArcGIS Velocity Dedicated Storage Units US Region Annual Subscription	\$9,770.00
	165629	ArcGIS Velocity Advanced Item Units US Region Annual Subscription	\$11,724.00
Site Scan for ArcGIS			
17		Site Scan for ArcGIS - Annual Subscription Prices	
	173632	Site Scan Single Access USA Hosted Annual Subscription	\$489.00
	173625	Site Scan Single Operator USA Hosted Annual Subscription	\$4,885.00
	180568	Site Scan for ArcGIS USA Hosted Custom Annual Subscription not to exceed 25,000 Images per year Initial allocation includes 10 Site Scan Single Operator Term Licenses and 50 Site Scan Single Access Term Licenses Additional licenses can be increased upon request.	\$14,654.00
	174920	Site Scan for ArcGIS USA Hosted Custom Annual Subscription not to exceed 50,000 Images per year Initial allocation includes 10 Site Scan Single Operator Term Licenses and 50 Site Scan Single Access Term Licenses Additional licenses can be increased upon request.	\$24,424.00
	174931	Site Scan for ArcGIS USA Hosted Custom Annual Subscription not to exceed 100,000 Images per year Initial allocation includes 10 Site Scan Single Operator Term Licenses and 50 Site Scan Single Access Term Licenses Additional licenses can be increased upon request.	\$39,078.00
	174932	Site Scan for ArcGIS USA Hosted Custom Annual Subscription not to exceed 150,000 Images per year Initial allocation includes 10 Site Scan Single Operator Term Licenses and 50 Site Scan Single Access Term Licenses Additional licenses can be increased upon request.	\$56,174.00
	174933	Site Scan for ArcGIS USA Hosted Custom Annual Subscription not to exceed 200,000 Images per year Initial allocation includes 10 Site Scan Single Operator Term Licenses and 50 Site Scan Single Access Term Licenses Additional licenses can be increased upon request.	\$75,712.00
	174934	Site Scan for ArcGIS USA Hosted Custom Annual Subscription not to exceed 300,000 Images per year Initial allocation includes 10 Site Scan Single Operator Term Licenses and 50 Site Scan Single Access Term Licenses Additional licenses can be increased upon request.	\$102,578.00
	174935	Site Scan for ArcGIS USA Hosted Custom Annual Subscription not to exceed 500,000 Images per year Initial allocation includes 10 Site Scan Single Operator Term Licenses and 50 Site Scan Single Access Term Licenses Additional licenses can be increased upon request.	\$161,193.00
	174936	Site Scan for ArcGIS USA Hosted Custom Annual Subscription not to exceed 750,000 Images per year Initial allocation includes 10 Site Scan Single Operator Term Licenses and 50 Site Scan Single Access Term Licenses Additional licenses can be increased upon request.	\$222,251.00
	174937	Site Scan for ArcGIS USA Hosted Custom Annual Subscription not to exceed 1,000,000 Images per year Initial allocation includes 10 Site Scan Single Operator Term Licenses and 50 Site Scan Single Access Term Licenses Additional licenses can be increased upon request.	\$275,982.00
ArcGIS Indoors (Maps and Spaces) and ArcGIS IPS for ArcGIS Enterprise and Online			
18		ArcGIS Indoors Maps - Annual Subscription Prices	
	181060	ArcGIS Indoors Maps for ArcGIS Enterprise Annual Subscription	\$21,493.00
	181071	ArcGIS Indoors Maps for ArcGIS Online Annual Subscription	\$21,493.00
18.1		ArcGIS Indoors Spaces - Annual Subscription Prices	
	181076	ArcGIS Indoors Spaces for ArcGIS Enterprise Annual Subscription	\$10,747.00
	181077	ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription	\$10,747.00

18.2		ArcGIS IPS - Annual Subscription Prices	
	170706	ArcGIS IPS for ArcGIS Enterprise Annual Subscription	\$10,747.00
	180700	ArcGIS IPS for ArcGIS Online Annual Subscription	\$10,747.00
ArcGIS Image Dedicated			
19		ArcGIS Image Dedicated Tiled - Subscription Prices	
	165600	ArcGIS Image Dedicated Tiled Imagery Server Annual Subscription	\$16,000.00
	165605	ArcGIS Image Dedicated Tiled Imagery Additional Server Annual Subscription	\$8,000.00
	165606	ArcGIS Image Dedicated Tiled Imagery Server 90 Day License	\$6,000.00
	165607	ArcGIS Image Dedicated Tiled Imagery Additional Server 90 Day License	\$3,000.00
19.1		ArcGIS Image Dedicated Dynamic - Subscription Prices	
	165608	ArcGIS Image Dedicated Dynamic Imagery Server Annual Subscription	\$28,000.00
	165609	ArcGIS Image Dedicated Dynamic Imagery Additional Server Annual Subscription	\$14,000.00
	165612	ArcGIS Image Dedicated Dynamic Imagery Server 90 Day License	\$10,500.00
	165613	ArcGIS Image Dedicated Dynamic Imagery Additional Server 90 Day License	\$5,250.00
	165615	ArcGIS Image Dedicated Service Prepaid Plan	\$5,000.00
19.2		ArcGIS Image Dedicated Processor - Annual Subscription Prices	
	181807	ArcGIS Image Dedicated Processor Annual Subscription	\$5,000.00
19.3		ArcGIS Image Dedicated Dynamic- Upgrade - Annual Subscription Prices	
	185470	ArcGIS Image Dedicated Dynamic Imagery Server Upgrade from ArcGIS Image Dedicated Tiled Imagery Server Annual Subscription	\$28,000.00
	185471	ArcGIS Image Dedicated Dynamic Imagery Additional Server Upgrade from ArcGIS Image Dedicated Tiled Imagery Additional Server Annual Subscription	\$14,000.00
ArcGIS GeoAnalytics Engine			
20		ArcGIS GeoAnalytics Engine	
	172172	ArcGIS GeoAnalytics Engine Connected Prepaid Plan; 50,000 hours	\$17,097.00
	172181	ArcGIS GeoAnalytics Engine 10,000 Additional Hours	\$3,420.00
	183061	ArcGIS GeoAnalytics Engine Disconnected Unlimited Prepaid Plan	\$146,540.00
Business Analyst			
Business Analyst - US State Data Bundle Options			
		ArcGIS Business Analyst Pro	
21		ArcGIS Business Analyst Pro for ArcGIS Enterprise - Perpetual License Prices	
	182034	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US State Data Bundle Perpetual License	\$9,439.00
	182073	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US State Data Bundle and MPI Data Perpetual License	\$15,938.00
21		ArcGIS Business Analyst Pro for ArcGIS Enterprise - Maintenance Prices	
	182079	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US State Data Bundle Maintenance	\$9,175.00
	182083	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US State Data Bundle and MPI Data Maintenance	\$15,460.00
21		ArcGIS Business Analyst Pro for ArcGIS Enterprise - Annual Subscription Prices	
	182035	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US State Data Bundle Annual Subscription	\$8,367.00
	182074	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US State Data Bundle and MPI Data Annual Subscription	\$14,112.00
21		ArcGIS Business Analyst Pro for ArcGIS Online - Annual Subscription Prices	

	182086	ArcGIS Business Analyst Pro for ArcGIS Online with US State Data Bundle Annual Subscription	\$8,367.00
	182090	ArcGIS Business Analyst Pro for ArcGIS Online with US State Data Bundle and MPI Data Annual Subscription	\$14,112.00
		ArcGIS Business Analyst Desktop	
21.1		ArcGIS Business Analyst Desktop - Single and Concurrent Use - Maintenance Prices	
	154658	ArcGIS Business Analyst Desktop with US State Data Bundle Single Use Maintenance	\$9,175.00
	155753	ArcGIS Business Analyst Desktop with US State Data Bundle Concurrent Use Maintenance	\$9,415.00
21.1		ArcGIS Business Analyst Desktop with MPI Data - Single and Concurrent Use - Maintenance Prices	
	154662	ArcGIS Business Analyst Desktop with US State Data Bundle with MPI Data Single Use Maintenance	\$15,460.00
	155757	ArcGIS Business Analyst Desktop with US State Data Bundle with MPI Data Concurrent Use Maintenance	\$15,895.00
21.2		Extended Data Users for ArcGIS Business Analyst Desktop - Maintenance Prices	
	154666	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 5 Total Data Users Maintenance	\$8,300.00
	158213	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 10 Total Data Users Maintenance	\$12,800.00
	154672	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 15 Total Data Users Maintenance	\$15,300.00
	154678	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 25 Total Data Users Maintenance	\$17,600.00
	154684	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 50 Total Data Users Maintenance	\$20,800.00
	158219	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 100 Total Data Users Maintenance	\$25,900.00
21.2		Extended Data Users with MPI Data for ArcGIS Business Analyst Desktop and Server - Maintenance Prices	
	154669	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 5 Total Data Users Maintenance	\$11,000.00
	158216	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 10 Total Data Users Maintenance	\$17,000.00
	154675	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 15 Total Data Users Maintenance	\$20,500.00
	154681	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 25 Total Data Users Maintenance	\$23,500.00
	154687	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 50 Total Data Users Maintenance	\$27,700.00
	158222	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 100 Total Data Users Maintenance	\$34,500.00
		Business Analyst - US Regional Data Bundle Options	
		ArcGIS Business Analyst Pro	
22		ArcGIS Business Analyst Pro for ArcGIS Enterprise - Perpetual License Prices	
	182032	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US Regional Data Bundle Perpetual License	\$15,130.00
	182071	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US Regional Data Bundle and MPI Data Perpetual License	\$23,089.00
22		ArcGIS Business Analyst Pro for ArcGIS Enterprise - Maintenance Prices	

	182078	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US Regional Data Bundle Maintenance	\$14,705.00
	182082	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US Regional Data Bundle and MPI Data Maintenance	\$22,390.00
22		ArcGIS Business Analyst Pro for ArcGIS Enterprise - Annual Subscription Prices	
	182033	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US Regional Data Bundle Annual Subscription	\$13,395.00
	182072	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US Regional Data Bundle and MPI Data Annual Subscription	\$20,410.00
22		ArcGIS Business Analyst Pro for ArcGIS Online - Annual Subscription Prices	
	182085	ArcGIS Business Analyst Pro for ArcGIS Online with US Regional Data Bundle Annual Subscription	\$13,395.00
	182089	ArcGIS Business Analyst Pro for ArcGIS Online with US Regional Data Bundle and MPI Data Annual Subscription	\$20,410.00
		ArcGIS Business Analyst Desktop	
22.1		ArcGIS Business Analyst Desktop - Single and Concurrent Use - Maintenance Prices	
	154657	ArcGIS Business Analyst Desktop with US Regional Data Bundle Single Use Maintenance	\$14,705.00
	155752	ArcGIS Business Analyst Desktop with US Regional Data Bundle Concurrent Use Maintenance	\$15,090.00
22.1		ArcGIS Business Analyst Desktop with MPI Data - Single and Concurrent Use - Maintenance Prices	
	154661	ArcGIS Business Analyst Desktop with US Regional Data Bundle with MPI Data Single Use Maintenance	\$22,390.00
	155756	ArcGIS Business Analyst Desktop with US Regional Data Bundle with MPI Data Concurrent Use Maintenance	\$23,010.00
22.2		Extended Data Users for ArcGIS Business Analyst Desktop - Maintenance Prices	
	154665	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 5 Total Data Users Maintenance	\$12,500.00
	158212	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 10 Total Data Users Maintenance	\$19,200.00
	154671	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 15 Total Data Users Maintenance	\$23,000.00
	154677	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 25 Total Data Users Maintenance	\$26,400.00
	154683	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 50 Total Data Users Maintenance	\$31,200.00
	158218	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 100 Total Data Users Maintenance	\$38,900.00
22.2		Extended Data Users with MPI Data for ArcGIS Business Analyst Desktop and Server - Maintenance Prices	
	154668	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 5 Total Data Users Maintenance	\$16,600.00
	158215	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 10 Total Data Users Maintenance	\$25,600.00
	154674	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 15 Total Data Users Maintenance	\$30,700.00
	154680	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 25 Total Data Users Maintenance	\$35,200.00
	154686	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 50 Total Data Users Maintenance	\$41,600.00

	158221	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 100 Total Data Users Maintenance	\$51,800.00
Developer Technology			
24		ArcGIS Runtime Deployment Licenses - Perpetual Prices	
	154141	ArcGIS Runtime Basic 50 Pack Single Use Deployment Perpetual License	\$4,885.00
	154142	ArcGIS Runtime Standard 25 Pack Single Use Deployment Perpetual License	\$7,327.00
	154143	ArcGIS Runtime Advanced 5 Pack Single Use Deployment Perpetual License	\$7,327.00
	154144	ArcGIS Runtime Analysis Extension 5 Pack Single Use Deployment Perpetual License	\$4,885.00
24		ArcGIS Runtime Deployment Licenses - Maintenance Prices	
	154145	ArcGIS Runtime Basic 50 Pack Single Use Deployment Maintenance	\$1,000.00
	154146	ArcGIS Runtime Standard 25 Pack Single Use Deployment Maintenance	\$1,500.00
	154147	ArcGIS Runtime Advanced 5 Pack Single Use Deployment Maintenance	\$1,500.00
	154148	ArcGIS Runtime Analysis Extension 5 Pack Single Use Deployment Maintenance	\$1,000.00
24.1		ArcGIS Runtime Utility Network Extension - Perpetual and Maintenance Prices	
	173450	ArcGIS Runtime Utility Network Extension 5 Pack Single Use Deployment Perpetual License	\$3,908.00
	173451	ArcGIS Runtime Utility Network Extension 5 Pack Single Use Deployment Maintenance	\$1,500.00
24.2		ArcGIS Developer Subscription Plans - Single Use - Annual Subscription Prices	
	157022	ArcGIS Developer Builder Annual Subscription	\$1,319.00
	157023	ArcGIS Developer Professional Annual Subscription	\$1,759.00
	157021	ArcGIS Developer Premium Annual Subscription	\$3,224.00
	157024	ArcGIS Developer Enterprise Annual Subscription	\$4,201.00
ArcGIS StreetMap Premium			
		ArcGIS StreetMap Premium for ArcGIS Pro Enterprise and Online - North America	
25		ArcGIS StreetMap Premium for ArcGIS Pro Enterprise - North America - Annual Subscription Pricing	
	182008	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise USA Annual Subscription	\$5,862.00
	182009	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Canada Annual Subscription	\$4,690.00
	182010	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Mexico Annual Subscription	\$4,690.00
	182022	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise USA State Annual Subscription	\$1,954.00
	182023	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Canadian Province Annual Subscription	\$1,954.00
	176116	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise North America (USA, Canada, and Mexico) Annual Subscription	\$11,724.00
	182024	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Map Display + Geocoding USA Annual Subscription	\$2,931.00
	182025	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Map Display + Geocoding Canada Annual Subscription	\$2,345.00
	182026	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Map Display + Geocoding Mexico Annual Subscription	\$2,345.00
	182027	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Map Display + Geocoding USA State Annual Subscription	\$977.00
	182028	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Map Display + Geocoding Canadian Province Annual Subscription	\$977.00
	182029	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Map Display + Geocoding North America Annual Subscription	\$5,862.00

25		ArcGIS StreetMap Premium for ArcGIS Pro Online - North America - Annual Subscription Pricing	
	182046	ArcGIS StreetMap Premium for ArcGIS Pro Online USA Annual Subscription	\$5,862.00
	182047	ArcGIS StreetMap Premium for ArcGIS Pro Online Canada Annual Subscription	\$4,690.00
	182048	ArcGIS StreetMap Premium for ArcGIS Pro Online Mexico Annual Subscription	\$4,690.00
	182049	ArcGIS StreetMap Premium for ArcGIS Pro Online USA State Annual Subscription	\$1,954.00
	182050	ArcGIS StreetMap Premium for ArcGIS Pro Online Canadian Province Annual Subscription	\$1,954.00
	176000	ArcGIS StreetMap Premium for ArcGIS Pro Online North America (USA, Canada, and Mexico) Annual Subscription	\$11,724.00
	182052	ArcGIS StreetMap Premium for ArcGIS Pro Online Map Display + Geocoding USA Annual Subscription	\$2,931.00
	182053	ArcGIS StreetMap Premium for ArcGIS Pro Online Map Display + Geocoding Canada Annual Subscription	\$2,345.00
	182054	ArcGIS StreetMap Premium for ArcGIS Pro Online Map Display + Geocoding Mexico Annual Subscription	\$2,345.00
	182055	ArcGIS StreetMap Premium for ArcGIS Pro Online Map Display + Geocoding USA State Annual Subscription	\$977.00
	182056	ArcGIS StreetMap Premium for ArcGIS Pro Online Map Display + Geocoding Canadian Province Annual Subscription	\$977.00
	182057	ArcGIS StreetMap Premium for ArcGIS Pro Online Map Display + Geocoding North America Annual Subscription	\$5,862.00
Training			
26		Instructor-Led Training and Solutions - 2023 Prices	
	96246	Public Training Class (per day - per student)	\$895.00
	96247	Private Training Class Instructor-Led at Client Site (per Day, up to 15 Students)	\$10,920.00
	183412	Private Instructor Led Online Training Per Day per Class of 15 Students	\$8,890.00
	183413	Private Instructor Led Training at Esri Site Per Day per Class of 15 Students	\$9,845.00
	88994	Additional Students (per Student, per Day)	\$675.00
	143262	Client Coaching Online (per Day, up to 15 Students)	\$7,535.00
	115949	Client Coaching at Esri Site (per Day, up to 15 Students)	\$8,340.00
	115950	Client Coaching at Client Site (per Day, up to 15 Students)	\$9,250.00
	162891	Mobile Lab (per r/t shipping event)	\$2,385.00
	173070	Recorded WGNU	\$430.00
26		Esri Pre-Paid Training - 2023 Prices	
	174382	Training Pass	\$895.00
26		Esri E-Learning in the Customer's Learning Management System - 2023 Prices	
	154953	Esri E-Learning (SCORM Format) License	\$88,275.00
26		Esri Academy LMS Integration Subscription - 2023 Prices	
	175922	EALI Plan 1 (up to 50 users)	\$14,900.00
	175923	EALI Plan 2 (up to 100 users)	\$17,880.00
	175925	EALI Plan 3 (up to 150 users)	\$20,860.00
	175926	EALI Plan 4 (up to 200 users)	\$23,840.00
	175927	EALI Plan 5 (up to 250 users)	\$26,820.00
	175928	EALI Plan 6 (up to 300 users)	\$29,800.00
	175929	EALI Plan 7 (up to 400 users)	\$32,780.00
	175930	EALI Plan 8 (up to 500 users)	\$35,755.00

	175912	EALI Plan 9 (up to 600 users)	\$38,735.00
	175913	EALI Plan 10 (up to 750 users)	\$41,715.00
	175914	EALI Plan 11 (up to 1,000 users)	\$44,695.00
26		Technical Certification - 2023 Prices	
	132198	Certification Core Exam Voucher	\$250.00
	166858	Certification Specialty Exam Voucher	\$150.00
26		Abridged Classes - 2023 Prices	
	183414	Private Instructor Led Online 2 Day Class Abridged From 3 Days per Class of 15 Students	\$20,005.00
	183415	Private Instructor Led Training at Esri Site 2 Day Class Abridged From 3 Days per Class of 15 Students	\$22,150.00
	183416	Private Instructor Led Training at Client Site 2 Day Class Abridged From 3 Days per Class of 15 Students	\$24,570.00
	183417	Private Instructor Led Online 1-Day Class Abridged From 2 Days per Class of 15 Students	\$13,335.00
	183418	Private Instructor Led Training at Esri Site 1 Day Class Abridged From 2 Days per Class of 15 Students	\$14,770.00
	183419	Private Instructor Led Training at Client Site 1 Day Class Abridged From 2 Days per Class of 15 Students	\$16,380.00
27		Instructor-Led Training and Solutions - 2024 Prices	
	96246	Public Training Class (per day - per student)	\$960.00
	183412	Private Instructor Led Online Training Per Day per Class of 15 Students	\$9,470.00
	183413	Private Instructor Led Training at Esri Site Per Day per Class of 15 Students	\$10,435.00
	96247	Training Day at Client Site per Day per Class of 15 Students Instructor Led Training	\$11,495.00
	88994	Additional Training Seat 1 Attendee per Class Day for Instructor Led Training	\$720.00
	143262	Client Focused Training Delivery: Private Client Coaching Service for 1 Day for 15 Students Instructor Led Online Training	\$8,025.00
	115949	Client Focused Training Delivery: Private Client Coaching Service at Esri Site for 1 Day for 15 Students Instructor Led Training	\$8,840.00
	115950	Client Focused Training Delivery: Client Coaching Service at Client Site for 1 Day for 15 Students Instructor Led Training	\$9,735.00
	184466	Adoption Strategy Package	\$30,300.00
	162891	Mobile Lab Training Environment Service Instructor Led Training	\$2,550.00
	173070	Working with Geometric Networks for Utilities Recorded Instructor Led Training	\$470.00
	183700	ArcGIS Indoors Recorded 3 Days Instructor Led Training	\$1,815.00
27		Abridged Classes - 2024 Prices	
	183417	Private Instructor Led Online 1-Day Class Abridged From 2 Days per Class of 15 Students	\$14,210.00
	183418	Private Instructor Led Training at Esri Site 1 Day Class Abridged From 2 Days per Class of 15 Students	\$15,650.00
	183419	Private Instructor Led Training at Client Site 1 Day Class Abridged From 2 Days per Class of 15 Students	\$17,240.00
	183414	Private Instructor Led Online 2 Day Class Abridged From 3 Days per Class of 15 Students	\$21,315.00
	183415	Private Instructor Led Training at Esri Site 2 Day Class Abridged From 3 Days per Class of 15 Students	\$23,475.00
	183416	Private Instructor Led Training at Client Site 2 Day Class Abridged From 3 Days per Class of 15 Students	\$25,860.00
27		Esri Pre-Paid Training - 2024 Prices	
	174382	Esri Training Pass per Day One Year Term	\$960.00
27		Esri E-Learning in the Customer's Learning Management System - 2024 Prices	
	154953	Esri E-Learning SCORM Format Content	\$88,275.00

27		Esri Academy LMS Integration Subscription - 2024 Prices	
	175922	Esri Academy Learning Management System Integration Educational Services Subscription Up to 50 Users Plan 1	\$14,900.00
	175923	Esri Academy Learning Management System Integration Educational Services Subscription Up to 100 Users Plan 2	\$17,880.00
	175925	Esri Academy Learning Management System Integration Educational Services Subscription Up to 150 Users Plan 3	\$20,860.00
	175926	Esri Academy Learning Management System Integration Educational Services Subscription Up to 200 Users Plan 4	\$23,840.00
	175927	Esri Academy Learning Management System Integration Educational Services Subscription Up to 250 Users Plan 5	\$26,820.00
	175928	Esri Academy Learning Management System Integration Educational Services Subscription Up to 300 Users Plan 6	\$29,800.00
	175929	Esri Academy Learning Management System Integration Educational Services Subscription Up to 400 Users Plan 7	\$32,780.00
	175930	Esri Academy Learning Management System Integration Educational Services Subscription Up to 500 Users Plan 8	\$35,755.00
	175912	Esri Academy Learning Management System Integration Educational Services Subscription Up to 600 Users Plan 9	\$38,735.00
	175913	Esri Academy Learning Management System Integration Educational Services Subscription Up to 750 Users Plan 10	\$41,715.00
	175914	Esri Academy Learning Management System Integration Educational Services Subscription Up to 1,000 Users Plan 11	\$44,695.00
27		Esri Technical Certification - 2024 Prices	
	132198	Esri Technical Certification Core Exam Voucher	\$250.00
	166858	Esri Technical Certification Specialty Exam Voucher	\$150.00
Support and Services			
28		Premium Support Services - 2023 Prices	
	117208	Premium Support Domestic Annual Subscription Unlimited Incidents Two (2) Authorized Callers	\$47,800.00
	136727	Premium Support Domestic Annual Subscription Up To 10 Incidents	\$18,700.00
	134062	Premium Support Domestic Annual Subscription Unlimited Incidents One (1) Additional Authorized Caller	\$12,400.00
29		Premium Support Services - 2024 Prices	
	117208	Premium Support Domestic Annual Subscription Unlimited Incidents Two (2) Authorized Callers	\$49,700.00
	136727	Premium Support Domestic Annual Subscription Up To 10 Incidents	\$19,400.00
	134062	Premium Support Domestic Annual Subscription Unlimited Incidents One (1) Additional Authorized Caller	\$12,900.00
State and Local Government Public Safety Named Users*			
30		*The Public Safety Named Users are available to State and Local Government Public Safety Agencies only. Specifically, law enforcement, emergency management, fire, emergency medical services, or dispatch. These agencies must qualify under Esri Public Safety Agency Program. Participation and purchase must be approved by the Esri Public Safety Team.	
	153407	State and Local Public Safety Named User Program ArcGIS Online Viewer in Continually Staffed Environment Annual Subscription	\$55.00
	153408	State and Local Public Safety Named User Program ArcGIS Online Creator in Continually Staffed Environment Annual Subscription	\$275.00

	168618	State and Local Public Safety Named User Program Online Annual Editor in Continually Staffed Environment Annual Subscription	\$110.00
	168619	State and Local Public Safety Named User Program Online Annual Mobile Worker in a Continually Staffed Environment Annual Subscription	\$193.00
	157503	State and Local Public Safety Named User Program Enterprise Creator in Continually Staffed Environment Annual Subscription	\$275.00
	168626	State and Local Public Safety Named User Program ArcGIS Enterprise Editor in Continually Staffed Environment Annual Subscription	\$110.00
	168627	State and Local Public Safety Named User Program ArcGIS Enterprise Mobile Worker in Continually Staffed Environment Annual Subscription	\$193.00
	157500	State and Local Public Safety Named User Program ArcGIS Online Viewer in Surge Environment Annual Subscription	\$165.00
	157501	State and Local Public Safety Named User Program ArcGIS Online Creator in Surge Environment Annual Subscription	\$825.00
	157505	State and Local Public Safety Named User Program Enterprise Creator in Surge Environment Annual Subscription	\$825.00
	168620	State and Local Public Safety Named User Program Online Annual Editor in a Surge Staffed Environment Annual Subscription	\$330.00
	168621	State and Local Public Safety Named User Program Online Annual Mobile Worker in Surge Staffed Environment Annual Subscription	\$578.00
	168628	State and Local Public Safety Named User Program ArcGIS Enterprise Editor in Surge Staffed Environment Annual Subscription	\$330.00
	168629	State and Local Public Safety Named User Program ArcGIS Enterprise Mobile Worker in Surge Staffed Environment Annual Subscription	\$578.00
ArcGIS Platform			
33		ArcGIS Platform - Prepaid Plan - Prices	
		ArcGIS Platform Prepaid Plan Prepaid amount is valid for 12 months from purchase	Varies
33		ArcGIS Platform - Support - Annual Subscription Prices	
		ArcGIS Platform Technical Support Annual Subscription Per User	\$2,500
Other			
31		Migrated Maintenance	
	109836	ArcGIS for Server Enterprise Standard Additional Cores Migrated Maintenance	\$550.00
	109837	ArcGIS for Server Enterprise Basic Additional Cores Migrated Maintenance	\$550.00
	109838	ArcGIS for Server Enterprise Advanced Additional Cores Migrated Maintenance	\$2,062.50
	109839	ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance	\$2,200.00
	109840	ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance	\$3,300.00
	109841	ArcGIS for Server Enterprise Advanced Up to Four Cores Migrated Maintenance	\$8,250.00
	109864	ArcGIS for Server Enterprise Advanced Up to Four Cores Migrated Staging Server Maintenance	\$4,125.00
	109866	ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Staging Server Maintenance	\$1,100.00
	109868	ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Staging Server Maintenance	\$1,650.00
	111502	ArcGIS Network Analyst for Server Enterprise Standard Up to Four Cores Maintenance Migrated from ArcIMS Route Server 9.1 Maintenance	\$660.00
	115680	ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle	\$5,500.00

	115741	ArcGIS for Server Enterprise Standard Up to Four Cores Staging Server Maintenance Includes Enterprise Basic Up to Four Cores Staging Server Maintenance Bundle Migrated from ArcIMS 9.1 and ArcSDE 9.1	\$2,750.00
32		ArcGIS Online - pre 4.4 Maintenance	
	154321	ArcGIS Online Creator Pre-4.4 Subscriptions (for renewals of ArcGIS Online Pre-4.4 Creator Subscriptions only - these licenses cannot be used to purchase new subscriptions) Qty. 1	\$538.00
	154321	ArcGIS Online Creator Annual Subscription Pre 4.4 - Qty 50	\$220.00
	154321	ArcGIS Online Creator Annual Subscription Pre 4.4 - Qty 100	\$192.50
	154321	ArcGIS Online Creator Annual Subscription Pre 4.4 - Qty 250	\$165.00
	154321	ArcGIS Online Creator Annual Subscription Pre 4.4 - Qty 500	\$137.50
Enterprise Agreements			
33		**Enterprise Agreement Annual Fee with Annual Payments up to \$1M as quoted	
		**An Enterprise Agreement is a multi-year, bundle of software offering tailored for the Authorized Entity. Esri will prepare a proposal letter with the bundle of Products described, pricing, and duration of the Enterprise Agreement. An Authorized Entity may purchase an Enterprise Agreement under the terms and conditions of this MPA and additional terms and conditions for the Enterprise Agreement. The additional terms and conditions for the Enterprise Agreement will be between the Authorized Entity and Esri.	Varies
Professional Services - 2023 Prices			
All items below are for Professional Services & may be subject to escalation on January 1st of each calendar year			
		Professional Services - 2023 Prices	
34		WebGIS Launch Kits - 2023 Prices	
	173265	Web GIS Launch Kit (3 Days)	\$16,750.00
	170525	Emergency Management Operations Launch Kit (5 Days)	\$24,300.00
	158231	GeoPlanner for ArcGIS Launch Kit (3 days)	\$16,750.00
	159941	Market Planning Launch Kit Basic (3 days)	\$16,750.00
	159942	Market Planning Launch Kit Advanced (5 days)	\$24,300.00
	168540	3D Launch Kit (3 Days)	\$16,750.00
	170994	HUB Launch Kit (3 days)	\$13,000.00
	172844	Maps and Apps Launch Kit (3 days)	\$16,750.00
34		Workshop Packages - 2023 Prices	
	122324	ArcGIS Production Mapping Workshop (3 Days)	\$16,750.00
	122325	ArcGIS Defense Mapping Workshop (3 Days)	\$16,750.00
	122326	ArcGIS Maritime Workshop (5 Days)	\$24,300.00
	122327	ArcGIS Aviation Charting Workshop (3 Days)	\$16,750.00
	122328	ArcGIS Data Reviewer Workshop (3 days)	\$16,750.00
	122329	ArcGIS Workflow Manager Workshop (3 days)	\$16,750.00
	170345	Water Outage Solution Workshop (4 Days)	\$33,600.00
34		Jumpstart Packages - 2023 Prices	
	153636	ArcGIS Enterprise Jumpstart - Basic (3 days)	\$16,750.00
	153637	ArcGIS Enterprise Jumpstart - Standard (4 days)	\$20,525.00
	153638	ArcGIS Enterprise Jumpstart - Advanced (4 days)	\$33,175.00
	124402	Esri Geoportal Server Jumpstart (3-day option)	\$16,750.00
	124403	Esri Geoportal Server Jumpstart (5-day option)	\$24,300.00
	122344	ArcGIS Production Mapping Jumpstart (5 Days)	\$24,300.00
	122345	ArcGIS Defense Mapping Jumpstart (5 Days)	\$24,300.00

	122346	ArcGIS Maritime Jumpstart (10 Days)	\$43,175.00
	122347	ArcGIS Aviation Charting Jumpstart (5 Days)	\$24,300.00
	122348	ArcGIS Data Reviewer Jumpstart (5 days)	\$24,300.00
	122349	ArcGIS Workflow Manager Jumpstart (5 days)	\$24,300.00
	125360	ArcGIS Image Extension for Server Jumpstart (3 days)	\$16,750.00
	162626	ArcGIS Monitor Jumpstart (3 days)	\$15,400.00
	133167	Data Appliance for ArcGIS Jumpstart (3 days)	\$16,750.00
	133168	Data Appliance for ArcGIS and ArcGIS for Server Bundle Jumpstart (5 days)	\$24,300.00
	158230	GeoEvent Server Jumpstart (3 days)	\$16,750.00
34		Retainer Service Packages - 2023 Prices	
	158344	Platform Engineer Services Retainer (20 hours remote or 1 day onsite)	\$7,000.00
	158347	Geospatial Analyst Services Retainer (20 hours remote or 1 day onsite)	\$7,000.00
	158343	Developer Services Retainer (20 hours remote or 1 day onsite)	\$7,000.00
	158346	Geodatabase Administrator Services Retainer (20 hours remote or 1 day onsite)	\$7,850.00
	158348	Business Consultant Services Retainer (20 hours remote or 1 day onsite)	\$7,850.00
34		Services Packages - 2023 Prices	
	122351	Enterprise GIS Health Check (3 days)	\$16,750.00
	124404	Remote Support for Esri Geoportal Server (20 hours)	\$7,000.00
	162627	Remote Support for ArcGIS Monitor (20 hours)	\$7,850.00
	158229	UI/UX Expert Review (20 hours)	\$7,850.00
	152467	Capacity Planning Support (10 hours)	\$3,500.00
34		Disaster Response Packages - 2023 Prices	
	172367	Disaster Response (3 Days)	\$16,025.00
	172368	Disaster Response - Continuation On Site Support (1 day)	\$3,625.00
	172369	Disaster Response Remote Support (20 Hours)	\$5,975.00
34		Professional GIS Services Packages - 2023 Prices	
	128705	Professional GIS Services Package - Standard	\$24,300.00
	128706	Professional GIS Services Package - Advanced	\$28,900.00
34		Esri Enterprise Advantage Program - 2023 Prices	
	97717	Esri Enterprise Advantage Program (EEAP) 100 Learning and Service Credits and 100 Technical Advisor Hours	\$103,500.00
	144584	Esri Enterprise Advantage Program (EEAP) 50 Learning and Service Credits and 100 Technical Advisor Hours	\$70,900.00
	165514	Esri Advantage Program Advisor Services	\$39,650.00
	111005	Esri Advantage Program Zero Learning and Services Credits Renewal	\$38,300.00
	97719	Additional EEAP Technical Advisor Services (100 Hours)	\$28,800.00
	97720	Additional EEAP 100 Learning and Service Credits	\$65,200.00
	103032	Additional EEAP 50 Learning and Service Credits	\$32,600.00
Professional Services - 2024 Prices			
All items below are for Professional Services & may be subject to escalation on January 1st of each calendar year			
35		Professional Services - 2024 Prices	
35		WebGIS Launch Kits - 2024 Prices	
	173265	Web GIS Launch Kit (3 Days)	\$17,500
	170525	Emergency Management Operations Launch Kit (5 Days)	\$25,400
	158231	ArcGIS Geoplanner Launch Kit (3 Days)	\$17,500

	159941	Market Planning Launch Kit Basic (3 days)	\$17,500
	159942	Market Planning Launch Kit Advanced (5 days)	\$25,400
	168540	3D Launch Kit (3 Days)	\$17,500
	170994	HUB Launch Kit (2 days)	\$13,550
	172844	Maps and Apps Launch Kit (3 days)	\$17,500
35		Jumpstart Packages - 2024 Prices	
	153636	ArcGIS Enterprise Jumpstart - Basic (3 days)	\$17,500
	153637	ArcGIS Enterprise Jumpstart - Standard (4 days)	\$21,540
	153638	ArcGIS Enterprise Jumpstart - Advanced (4 days)	\$34,825
	125360	ArcGIS Image Extension for Server Jumpstart (3 days)	\$17,500
	162626	ArcGIS Monitor Jumpstart (2 days)	\$16,125
	133167	ArcGIS Data Appliance Jumpstart (3 days)	\$17,500
	133168	ArcGIS Data Appliance and ArcGIS Enterprise Bundle Jumpstart (5 days)	\$25,400
	158230	GeoEvent Server Jumpstart (3 days)	\$17,500
35		Retainer Service Packages - 2024 Prices	
	158344	Configuration Engineer Services Retainer (20 hours remote or 1 day onsite)	\$7,350
	158347	Geospatial Analyst Services Retainer (20 hours remote or 1 day onsite)	\$7,350
	158343	Developer Services Retainer (20 hours remote or 1 day onsite)	\$7,350
	158346	Geodatabase Administrator Services Retainer (20 hours remote or 1 day onsite)	\$8,200
	158348	Business Consultant Services Retainer (20 hours remote or 1 day onsite)	\$8,200
35		Services Packages - 2024 Prices	
	122351	Enterprise GIS Health Check (3 days)	\$17,500
	162627	Remote Support for ArcGIS Monitor (20 hours)	\$8,200
	158229	UI/UX Expert Review (20 hours)	\$8,200
	152467	Capacity Planning Support (10 hours)	\$3,675
35		Crisis Support Packages - 2024 Prices	
	172367	Crisis Support (3 Days)	\$15,825
	172368	Crisis Support - Continuation On Site Support (1 day)	\$3,575
	172369	Crisis Support Remote Support (20 Hours)	\$5,900
35		Professional GIS Services Packages - 2024 Prices	
	128705	Professional GIS Services Package - Standard	\$25,400
	128706	Professional GIS Services Package - Advanced	\$30,300
35		Advantage Program - 2024 Prices	
	97717	Standard Advantage Program - 100 Learning and Service Credits and 100 Advisor Hours	\$108,500
	144584	Medium Advantage Program - 50 Learning and Service Credits and 100 Advisor Hours	\$74,300
	111005	Advantage Program Advisor Only Renewal	\$40,100
	97719	Advantage Program Additional Advisor Hours (100)	\$30,200
	187083	Advantage Program Additional Advisor Hours (25)	\$7,550
	97720	Advantage Program Additional Learning and Service Credits (100)	\$68,400
	103032	Advantage Program Additional Learning and Service Credits (50)	\$34,200
	187082	Advantage Program Additional Learning and Service Credits (25)	\$17,100
Professional Services - 2025 Prices			
All items below are for Professional Services & may be subject to escalation on January 1st of each calendar year			
36		Professional Services - 2025 Prices	
36		WebGIS Launch Kits - 2025 Prices	

	173265	Web GIS Launch Kit (3 Days)	\$18,250
	170525	Emergency Management Operations Launch Kit (5 Days)	\$26,500
	158231	ArcGIS Geoplanner Launch Kit (3 Days)	\$18,250
	159941	Market Planning Launch Kit Basic (3 days)	\$18,250
	159942	Market Planning Launch Kit Advanced (5 days)	\$26,500
	168540	3D Launch Kit (3 Days)	\$18,250
	170994	HUB Launch Kit (2 days)	\$14,125
	172844	Maps and Apps Launch Kit (3 days)	\$18,250
36		Jumpstart Packages - 2025 Prices	
	153636	ArcGIS Enterprise Jumpstart - Basic (3 days)	\$18,250
	153637	ArcGIS Enterprise Jumpstart - Standard (4 days)	\$22,375
	153638	ArcGIS Enterprise Jumpstart - Advanced (4 days)	\$36,550
	125360	ArcGIS Image Extension for Server Jumpstart (3 days)	\$18,250
	162626	ArcGIS Monitor Jumpstart (2 days)	\$16,850
	133167	ArcGIS Data Appliance Jumpstart (3 days)	\$18,250
	133168	ArcGIS Data Appliance and ArcGIS Enterprise Bundle Jumpstart (5 days)	\$26,500
	158230	GeoEvent Server Jumpstart (3 days)	\$18,250
36		Retainer Service Packages - 2025 Prices	
	158344	Configuration Engineer Services Retainer (20 hours remote or 1 day onsite)	\$7,700
	158347	Geospatial Analyst Services Retainer (20 hours remote or 1 day onsite)	\$7,700
	158343	Developer Services Retainer (20 hours remote or 1 day onsite)	\$7,700
	158346	Geodatabase Administrator Services Retainer (20 hours remote or 1 day onsite)	\$8,575
	158348	Business Consultant Services Retainer (20 hours remote or 1 day onsite)	\$8,575
36		Services Packages - 2025 Prices	
	122351	Enterprise GIS Health Check (3 days)	\$18,250
	162627	Remote Support for ArcGIS Monitor (20 hours)	\$8,575
	158229	UI/UX Expert Review (20 hours)	\$8,575
	152467	Capacity Planning Support (10 hours)	\$3,850
36		Crisis Support Packages - 2025 Prices	
	172367	Crisis Support (3 Days)	\$16,150
	172368	Crisis Support - Continuation On Site Support (1 day)	\$3,650
	172369	Crisis Support Remote Support (20 Hours)	\$6,050
36		Professional GIS Services Packages - 2025 Prices	
	128705	Professional GIS Services Package - Standard	\$26,500
	128706	Professional GIS Services Package - Advanced	\$31,700
36		Advantage Program - 2025 Prices	
	97717	Standard Advantage Program - 100 Learning and Service Credits and 100 Advisor Hours	\$113,900
	144584	Medium Advantage Program - 50 Learning and Service Credits and 100 Advisor Hours	\$78,000
	111005	Advantage Program Advisor Only Renewal	\$42,100
	97719	Advantage Program Additional Advisor Hours (100)	\$31,700
	187083	Advantage Program Additional Advisor Hours (25)	\$7,925
	97720	Advantage Program Additional Learning and Service Credits (100)	\$71,800
	103032	Advantage Program Additional Learning and Service Credits (50)	\$35,900
	187082	Advantage Program Additional Learning and Service Credits (25)	\$17,950