



State of Oklahoma

Office of Management and Enterprise Services

**STATE OF OKLAHOMA CONTRACT WITH ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.**

This State of Oklahoma Contract No. 1014/Esri Agreement 00320139.0 (“Contract”) is entered into between the **State of Oklahoma by and through the Office of Management and Enterprise Services** (“State”) and **Environmental Systems Research Institute, Inc.** (“Esri”) (“Supplier”) and is effective as of the date of last signature to this Contract (“Effective Date”). The initial term of the Contract shall be for one (1) year, with four (4) one-year options to renew.

Purpose

The State is awarding this Contract to Supplier for a non-mandatory statewide contract solution for Geographic Information Systems (GIS) products and related services including Cloud Solutions to the State of Oklahoma. This Contract excludes geospatial data-deliverable services. The State is interested in a Commercial-off-the-shelf (COTS) software solution. The Supplier(s) shall be required to engineer, design, furnish, install, test, and maintain solutions that will interface with the existing state infrastructure and provide services for all State Entities located in their area of geographic responsibility. Each State Entity will have unique operating systems, databases and applications that use multiple interfaces. This Contract memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation No. 0900000550, Attachment A;
 - 2.2. Master Purchase Agreement No. 00320139.0, Attachment B;
 - 2.3. Master Agreement No. 00271885.0, Attachment B, attached as Exhibit 1
 - 2.4. General Terms, Attachment B, attached as Exhibit 2;
 - 2.5. MPA Price List Attachment B, attached as Exhibit 3;


- 2.6. Enterprise Agreement and EA Ordering Document Template, Attachment B, attached as Exhibit 4.
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

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

This Contract 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 Contract must be in writing and signed by an authorized representative of each party.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES


ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.

By: 
Joe McIntosh (Dec 28, 2023 10:13 CST)

Name: Paul J. McIntosh

Title: Chief Information Officer

Date: 12/28/2023

By: 
Timothy Brazeal (Dec 27, 2023 11:41 PST)

Name: Timothy Brazeal

Title: Manager, Commercial and Government Contracts

Date: 12/27/2023

ATTACHMENT A
SOLICITATION NO. 0900000535

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

The Contract is awarded as a statewide contract on behalf of the Office of Management and Enterprise Services for a non-mandatory statewide contract solution for Geographic Information Systems (GIS) products and related services including Cloud Solutions to the State of Oklahoma. This Contract excludes geospatial data-deliverable services. The State is interested in a Commercial-off-the-shelf (COTS) software solution. The Supplier(s) shall be required to engineer, design, furnish, install, test, and maintain solutions that will interface with the existing state infrastructure and provide services for all State Entities located in their area of geographic responsibility. Each State Entity will have unique operating systems, databases and applications that use multiple interfaces. Suppliers may bid on either Supplier Hosted, Agency Hosted solutions or both.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are [4] one-year options to renew the Contract.



Master Purchase Agreement

Agreement No. 00320139.0 / State of Oklahoma Contract No. 1014

STATE AND LOCAL MPA TERMS AND CONDITIONS (E500SL August 13, 2020)

ARTICLE 1—DEFINITIONS

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

- a. **"Authorized Entity"** means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision authorized by the State to order and acquire Esri Offerings under this MPA.
- b. **"Customer"** means the State or an Authorized Entity that places orders pursuant to this MPA.
- c. **"Master Agreement"** means the applicable license agreement incorporated by this reference that is (i) found at <https://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri and the State that supersedes such electronically acknowledged license agreement.

ARTICLE 2—TERM OF AGREEMENT

Customer's right to purchase under this MPA shall remain in effect for one (1) year from the Effective Date unless terminated earlier as set forth in Article 5—Termination; Cancellation. The term may be extended for four (4) one-year options upon mutual written agreement. The term of any Esri Offering licenses ordered through this MPA shall be as stated in the Master Agreement. Esri may elect to not renew this MPA should total orders for licenses, training, consulting, or custom application development not exceed fifty thousand dollars (\$50,000.00) per year or one hundred thousand dollars (\$100,000.00) for any two (2)-year period.

ARTICLE 3—PRODUCT OFFERINGS

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

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

3.3 Enterprise Agreement. An Enterprise Agreement ("EA") is a multiyear offering for a package of Esri Offerings and additional license deployment grants, tailored to the Customer. When the option for an Enterprise Agreement is exercised, Esri will prepare an EA Ordering Document, a template of which is attached as Exhibit 4 of this MPA, for the Customer, which will include the Esri Offerings package, price (including the State Admin Fee of one (1%) percent), duration, and quantity. The Customer may purchase the Esri Offerings under the Enterprise Agreement as proposed in the EA Ordering Document pursuant to the terms and conditions of this MPA and the additional terms and conditions for the Enterprise Agreement in Exhibit 4. The terms and conditions of the Enterprise Agreement shall only apply to purchases set forth in an EA Ordering Document as between the

Customer and Esri. The Enterprise Agreement option is included in the MPA Price List with a designation of “as quoted”.

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

The license grant and permitted uses specified in the Master Agreement are restricted to use within the continental United States; Hawaii; Alaska; and US territories, excluding Puerto Rico and the US Virgin Islands.

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination

- a. **Termination for Convenience.** This MPA may be terminated by either party upon forty-five (45) days' written notice. Esri, at its sole election, may terminate the right of any Authorized Entity to participate in this MPA in accordance with this provision without terminating this MPA with respect to the State or any other Authorized Entity.
- b. **Termination for Material Breach.** Without prejudice to any other right or remedy available, this MPA may be terminated for material breach by either party, provided the material breach is not cured by the breaching party within thirty (30) days' written notice to the breaching party. Termination of this MPA shall be effective upon written notice to Customer if Customer discloses any trade secret or other information proprietary to Esri in breach of this MPA. In the event Customer terminates licenses due to any uncured material breach by Esri, Esri will issue a refund for any unused portion of fees paid for affected Term Licenses.

Esri's repeated failure to provide an acceptable Esri Offering; Except for Esri's product-specific terms of use (E300) and third-party flow down terms, Esri's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the MPA (except as required by a governmental authority); actual or anticipated failure of Esri to perform its obligations under the MPA; Esri's inability to pay its debts when due; assignment for the benefit of Esri's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Esri shall constitute a material breach of the Esri's obligations, which may result in partial or whole termination of the MPA. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the MPA provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

- c. **Customer Obligations upon Termination.** On termination of this MPA, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. After termination, Customer shall no longer be permitted to place orders under this MPA.
- d. **License Survival.** Upon expiration of this MPA or voluntary termination of this MPA, Customer may continue to retain and use such licensed Products in accordance with the Master Agreement. Customer may then directly and separately contract for Maintenance.
- e. **Termination for Funding Insufficiency.** Notwithstanding anything to the contrary in the MPA, the Customer may terminate the Ordering Document in whole or in part if funds sufficient to pay obligations under the Ordering Document are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Esri will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the MPA under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the MPA that are not terminated. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, Esri. The Customer's exercise of its right to terminate the Ordering Document under this section shall not be considered a default or breach under the MPA or relieve Esri of any liability for claims arising under the MPA.

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

ARTICLE 6—NO MINIMUM PURCHASE

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

ARTICLE 7—ORDERS

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

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

- a. Name or identification of Customer, place of delivery, and the end-user name and contact information
- b. Purchase order number
- c. Quantity, description, and unit price
- d. On the face of the purchase order, the following printed statement: "Subject to Master Purchase Agreement No. (00320139.0)"

7.3 Additional Quotes. Customer may request a quote for any new or unlisted Esri Offerings and issue a purchase order under this MPA.

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

ARTICLE 8—PRICING

8.1 Pricing. Esri will provide Esri Offerings specified in the incorporated MPA Price List, which are exclusive of shipping, installation, and applicable taxes. Esri may update the MPA Price List by email notice to State no more than once each calendar quarter except for the following conditions which may be updated by email notice to State at any time: (i) if Esri adds a new Esri Offering, (ii) if Esri removes a retired Esri Offering, or (iii) if Esri changes its commercial pricing for an individual Esri Offering. Notwithstanding the foregoing if commercial pricing increases on any Esri Offering, the same discount shall apply to the applicable Esri Offering in the MPA Price List. If State does not agree to such individual increase or addition of a new Esri Offering, Esri will either (i) remove the Esri Offering from the MPA Price List, or (ii) terminate the MPA in accordance with Section 5.1.a. Termination for Convenience.

8.2 Professional Services. Professional Services are available on a time and materials or firm fixed price basis. The labor rates are subject to annual escalation in January of each year. The scope of work and any additional terms are subject to mutual agreement in the Task Order.

8.3 Training Services. Training will be provided in accordance with the policies defined at <https://www.esri.com/training/> and the training terms and conditions incorporated within the Master Agreement. Training prices are subject to annual escalation, in January of each year.

8.4 Contract Management Fee and Usage Report. Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Esri acknowledges and agrees that all applicable prices quoted under this MPA shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Esri's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Esri and mutually accepted by way of an amendment to the MPA. In accordance with the foregoing sentence, Esri may update the Price List resulting from a change to the State management fee.

8.4.1 Transactions that occur under the terms of the MPA are subject to a one percent (1%) contract management fee to be paid by Esri. Esri shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction limited to the requirements listed in Section 8.4.2(e) below. Reports shall include usage of the statewide contract/MPA by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract/MPA; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the MPA.

8.4.2 All Contract Usage Reports shall meet the following criteria:

- a. Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- b. Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- c. Submission no later than forty-five (45) days following the end of each calendar quarter;
- d. Contract quarterly reporting periods shall be as follows:
 - i. January 01 through March 31;
 - ii. April 01 through June 30;
 - iii. July 01 through September 30; and
 - iv. October 01 through December 31.
- e. Reports must include the following information:
 - i. Procuring entity;
 - ii. Order date;
 - iii. Purchase Order number or note that the transaction was paid by Purchase Card;
 - iv. City in which Products or Services were received or specific office or subdivision title;
 - v. Product manufacturer or type of service;
 - vi. Manufacturer item number, if applicable;
 - vii. Product description;
 - viii. General product category, if applicable;
 - ix. Quantity;
 - x. Unit list price or MSRP, as applicable;
 - xi. Unit price charged to the purchasing entity; and
 - xii. Other MPA usage information requested by the State.

8.4.3 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Esri shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s)/MPA (State of Oklahoma Contract No. 1014/Esri Agreement 00320139.0) and the amount of the contract management fee being paid for in the MPA.

ARTICLE 9—GENERAL PROVISIONS

9.1 Order of Precedence. The General Provisions and Limitations of Liability provisions of the Master Agreement shall apply to the entire MPA unless specifically stated otherwise and are supplemented by the provisions set forth in this Article 9. In the event of a conflict between the terms of documents in this MPA, the documents will have the following precedence: (i) MPA Terms and Conditions, (ii) State of Oklahoma General Terms, and (iii) the Master Agreement.

9.2 Legal Notice. Legal notice required or contemplated by either party must be delivered in person or by courier, express mail, facsimile, or postage-prepaid certified or registered airmail addressed to the party for whom it is intended at the address specified herein. Either party may change its address by giving prompt written notice to the other party of the change.

State Contact:

Esri Contact:

State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

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

With a copy, which shall not constitute notice, to:
Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

ARTICLE 10—CONFIDENTIALITY

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

This Article survives the expiration or termination of this MPA.

Exhibit 1

Master Agreement Products and Services



Agreement No. 00271885.0

This Master Agreement ("Agreement") is between the entity shown below ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

STATE OF OKLAHOMA BY AND THROUGH THE
OFFICE OF MANAGEMENT AND ENTERPRISE
SERVICES (Customer)

3115 N. Lincoln Blvd., Oklahoma City, OK 73105

By: [Signature]
Authorized Signature

Printed Name: James L. Reese II

Title: Chief Information Officer

Date: May 20, 2019

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: [Signature]
Authorized Signature

Printed Name: Timothy Brazeal

Title: Manager, Commercial & Government Contracts

Date: MAY 16, 2019

Customer Contact Information

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

Email: _____

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

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

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

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

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

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

2.0 SOFTWARE AND ONLINE SERVICES

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

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- d. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- e. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- f. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- g. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- h. **"Dual Use License"** means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.

- i. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- j. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- k. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- l. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
- m. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- n. **"Redistribution License"** means a license to reproduce and distribute Software provided that
 - 1. Customer reproduces and distributes the Software in its entirety;
 - 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 - 3. Customer reproduces all copyright and trademark attributions and notices; and
 - 4. Customer does not charge a fee to others for the use of the Software.
- o. **"Server License"** means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- p. **"Service Credit(s)"** means a unit of exchange for consumption of services that can be used with an Online Services Subscription.
- q. **"Sharing Tools"** means publishing capabilities included with Online Services that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- r. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- s. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Software Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use

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

6. Use server Software for Commercial ASP Use only if Customer has procured a Commercial ASP Use license or is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri's Product-specific Software terms of use is found in Attachment E of this Agreement, and may be updated from time to time and available at <http://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use

- a. **Online Services Descriptions.** Esri's Online Services Subscription-specific terms of use is found in Attachment E of this Agreement, and may be updated from time to time and available at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools or Online Services, Customer Content, ArcGIS Website, Documentation, or related materials. Customer's use of Sharing Tools is at Customer's sole risk.
- d. **Limits on Use of Online Services, Service Credits.** Each Online Services Subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

2.5 Named User Licenses. The following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. Value-Added Applications

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.

2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
 3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services, content, or data that has been published for shared access by Anonymous Users through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.
 4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer's private data or content. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
 5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
 6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.
- c. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services, content, or data that has been published for shared access through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.

2.6 Limited-Use Programs

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

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

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.

- b. Customer may include representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups) for use in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Esri does not acquire any rights in Customer Content under this Agreement.

3.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized route optimization.
- e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Esri MapStudio Data.* Customer may create, publicly display, and distribute maps in hard-copy or static electronic format for news-reporting purposes only.
- h. *Michael Bauer Research International Boundaries Data ("MBR Data").* Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

5.0 PROFESSIONAL SERVICES

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

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

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

5.3 Task Orders and Project Schedule

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables and Inventions

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

5.5 Acceptance

- a. **For Firm Fixed Price Task Orders.** Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
 - 1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 - 2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 - 3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

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

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of Attachment B.

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

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
- c. **For Time and Materials Task Orders**
 - 1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
 - 2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task

Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

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

6.0 ESRI MANAGED CLOUD SERVICES

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

- a. **"EMCS Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services (EMCS).
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of EMCS

- a. **General Terms.** Use of EMCS is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the EMCS to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the EMCS Environment. This paragraph does not apply to EMCS provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the EMCS Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

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

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- c. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.

- d. **"Esri Training Event Assistant"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- e. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- f. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day training price throughout the Term of the Training Pass.

7.2 Permitted and Prohibited Uses

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri's Responsibilities

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations in Esri site classes with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Event Assistant with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab is used, Customer will
 1. Take delivery of the Esri Mobile Lab from the shipping agent, and keep it in a secure, locked area at all times;

2. Immediately report any previously damaged Esri Mobile Lab equipment to the Esri Training Event Assistant upon receipt of the shipment; and
3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume Training days. For a multiyear order, Training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This paragraph does not apply to Training provided under the Advantage Program.

8.0 ADVANTAGE PROGRAM

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

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either the BPAP or the EEAP.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"BPAP"** means the Business Partner Advantage Program as described at www.esri.com/partners/bpap/components.
- e. **"EEAP"** means the Esri Enterprise Advantage Program as described at www.esri.com/services/eeap/components.
- f. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, EMCS, or related travel expenses as described below.
- g. **"Premium Support Services" or "PSS"** means a prioritized incident management and technical support program further described at <http://support.esri.com/en/support/premium>.
- h. **"Technical Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services comprising advising Customer on GIS strategies, facilitating annual account planning, and developing and coordinating a collaborative technical work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis allowing access to Professional Services, Training, PSS, and EMCS offerings that provide

Customer with the flexibility to select the offerings that best meet its needs with guidance from Technical Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Technical Advisor.** Customer will receive up to the number of Technical Advisor hours ordered. Customer may elect to retain additional Technical Advisor hours for a supplemental price.
- b. **Annual Account Planning Session.** A 1-day annual account planning and review meeting is included.
- c. **Technical Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, EMCS, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the BPAP or EEAP website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Quarterly Technology Webcast.** Esri will provide an email invitation to the Authorized Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

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

(to be completed by Customer):

Contact Name: _____

Telephone: _____

Address: _____

City, State, ZIP: _____

Email: _____

Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

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

- a. **The EMCS Term**—The time period in which Esri provides the EMCS to Customer. The EMCS term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability**—The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all EMCS offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests**—A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the EMCS Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.

- d. **Amount of Data Storage**—The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption**—The price for the EMCS in Learning and Services Credits.

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

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Customer will use Learning and Services Credits for travel and per diem expenses.

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

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

8.10 Invoicing

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Technical Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Technical Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

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

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

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

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and EMCS.

"Commercial ASP Use" means use as a commercial application service provider, that is, to generate revenue by providing access to Software 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.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources.

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

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" or "EMCS" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

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

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

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

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

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

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

"Product(s)" means Software, Data, and Online Services.

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

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

"Service(s)" means Maintenance. If Esri provides EMCS, Training, or Professional Services directly to Customer, then Services also include EMCS, Training, and Professional Services.

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

"Specification(s)" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for use of an Esri Offering for a limited time period ("**Term**").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

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

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

ATTACHMENT B GENERAL TERMS AND CONDITIONS

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

ARTICLE 1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

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

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

ARTICLE 2—TERM AND TERMINATION

2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and

- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

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

ARTICLE 3—LIMITED WARRANTIES AND DISCLAIMERS

3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

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

3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

3.4 Disclaimers

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

3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE 4—LIMITATION OF LIABILITY

4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or

current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

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

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

ARTICLE 5—INDEMNIFICATIONS

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

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

5.2 Infringement Indemnity

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

5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE 6—INSURANCE

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

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

ARTICLE 7—SECURITY AND COMPLIANCE

7.1 Security. Esri publishes its security capabilities at <http://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

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

7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/privacy-gdpr>

ARTICLE 8—CLOUD SERVICES

8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Spams, spoofs, or phishes email; transmits junk email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

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

8.3 Customer Content

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - (i) Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - (ii) Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

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

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

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

8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE 9—GENERAL PROVISIONS

9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

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

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

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

9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

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

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

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

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

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

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

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

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

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

ACCEPTED AND AGREED:

[sample only—do not sign]
(Customer)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT D
TIME AND MATERIALS RATE SCHEDULE**

Effective January 1, 2019

Hourly time and materials labor rates have been provided for each labor category for calendar years 2019 and 2020. The hourly labor rates for services that are performed after 2020 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

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

Labor Category	2019	2020
GIS Technical Specialist/Engineer (S1)	\$240	\$248
GIS System/Software Developer (S2)	\$312	\$323
Sr. GIS System/Software Architect (S3)	\$382	\$395
GIS Consultant/Project Manager (M1)	\$293	\$303
Sr. GIS Consultant/Project Manager (M2)	\$367	\$380
Principal/GIS Consultant/Prog. Manager (M3)	\$485	\$502
GIS Database Specialist/Analyst (DB)	\$204	\$211

Labor Category Descriptions:

GIS Technical Specialist/Engineer (S1)

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

GIS System/Software Developer (S2)

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

Senior GIS System/Software Architect (S3)

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

GIS Consultant/Project Manager (M1)

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

Senior GIS Consultant/Project Manager (M2)

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

Principal GIS Consultant/Program Manager (M3)

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

GIS Database Specialist/Analyst (DB)

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

Product-Specific Terms of Use



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

Desktop Products

- ArcGIS Desktop (Advanced, Standard, or Basic) (26)
- ArcGIS Earth (20; 65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcPad (13)
- ArcReader (20)
- ArcGIS for Personal Use (3; 26)

Server Products

- ArcGIS Enterprise
 - Basic (17)
 - Standard or Advanced (17; 21; 23; 31)
 - Workgroup Standard or Advanced (21; 23; 28; 29; 30)
 - ArcGIS GIS Server (Standard or Advanced) (31)
 - ArcGIS GIS Server Basic (39)
 - ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30)
 - ArcGIS GIS Server Workgroup Basic (39)
 - ArcGIS for Maritime: Server (2)
 - ArcGIS Image Server, ArcGIS GeoEvent Server, and ArcGIS GeoAnalytics Server (4)
- Esri Business Analyst for Server
 - Workgroup (28; 29; 30; 31; 39)
 - Enterprise (31; 39)
- World Geocoder for ArcGIS Basic (67)

Developer Tools

- AppStudio for ArcGIS Standard (11; 16; 19)
- ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, Qt, or WPF (16; 19)
- ArcGIS Runtime for Android, iOS, Java, Mac OS X, .NET, Qt, or WPF
 - Lite (15)
 - Basic or Standard (1; 15; 18)
 - Advanced (15; 18)
- ArcGIS Engine Developer Kit and Extensions (16; 19; 22; 26)
- ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26)
- ArcGIS Web API for JavaScript (16; 64)
- ArcGIS Developer Subscription (24; 26; 77)
- Esri CityEngine SDK and Procedural Runtime (19; 84)
- Esri File Geodatabase API (47)

Mobile

- Navigator for ArcGIS (14)

Other

- ArcGIS Hub (85)
- ArcGIS Indoors (86)

Online Services

- ArcGIS Online Developer Deployment Subscription is available through the ArcGIS Developer Subscription:
 - + Free Subscription (66; 68; 75; 76; 79; 81)
 - + Paid Subscription (66; 68; 75; 76; 79)
- Education Programs (Free or Paid Subscriptions) (66; 68; 70; 71; 72; 73; 75; 76; 79; 81)
- NGO/NPO, Press/Media Programs (Free or Paid Subscription) (66; 68; 70; 71; 72; 73; 75; 76; 79; 81)
- ArcGIS Online subscriptions are available through multiple Selling Programs:
 - Commercial Retail, EAs; and Government Programs (66; 68; 69; 70; 77; 78; 82)
 - Education Programs (66; 68; 69; 70; 71; 78; 81; 82)
 - Non-profit Programs (66; 68; 69; 70; 71; 78; 81; 82)
- Public Plan
 - Commercial Retail; enterprise agreements; Government; NGO/NPO; Press/Media Programs (66; 68; 71; 72; 73; 74; 75; 76; 80; 81)
 - Education Programs (66; 68; 71; 72; 73; 74; 75; 76; 80; 81)
- AEC/ArcGIS Project Delivery Subscription (83)

Footnotes:

1. May not be used to edit an enterprise geodatabase via Direct Connect.
2. Not for use in navigation.
3. Licensed for personal, noncommercial use only.
4. When used with ArcGIS Enterprise Workgroup
 - Limited to 1 four-core server.
 - Can be installed on a separate machine.
- 5–10. Reserved.
11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. Reserved.
13. Licensed as a Dual Use License.
14. May be used for navigational purposes.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under export regulation.
17. Customer shall not redistribute Oracle JDBC Driver or its documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement.
18. The Deployment License is per Value-Added Application per computer for stand-alone applications.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.
21. See Master Agreement <http://www.esri.com/legal/software-license> for additional terms of use for Named User Licenses.
22. a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.
23. System to System Communication
 - a. Customer may use a basic service login to enable one-way, read-only, system-to-system communications from ArcGIS Enterprise to other third-party, enterprise business system(s) in the customer's organization. Customer may use a Viewer Named User Credential or Level 1 Named User Credential as a basic service login until Esri implements an actual service login credential. A specific Viewer Named User Credential or Level 1 Named User Credential used as a basic service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
 - b. Customer may use a standard service login to enable two-way, read-write, system-to-system communications between ArcGIS Enterprise and other third-party, enterprise business system(s) in the customer's organization. Customer may use an Editor (or higher) Named User Credential or

Level 2 Named User Credential as a standard service login until Esri implements an actual service login credential. A specific Editor (or higher) Named User Credential or Level 2 Named User Credential used as a standard service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.

24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions; all other Software is licensed as a Single Use License.
25. Reserved.
26. The geodatabase is restricted to 10 gigabytes of Customer's data.
27. Reserved.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of 10 gigabytes of Customer's data. All components must be installed on a single server.
31. Includes a Failover License.
32. Reserved.
- 33–38. Reserved.
39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.
- 40–46. Reserved.
47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.
- 48–53. Reserved.
54. Reserved.
- 55–63. Reserved.
64. Value-Added Applications for web deployment must be used in conjunction with other Esri Products. Third-party technologies may also be used in conjunction with Value-Added Applications as long as the Value-Added Applications are always used in conjunction with other Esri Product(s).
65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.
66. Only Customers with an active ArcGIS Online subscription may store geocoded results generated by World Geocoding Service.
67. Limited to 250,000,000 geocodes per annual subscription.
68. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
69. May be used for any business purpose of Customer's organization.
70. May be used for development and test purposes for Customer's organization.
71. May be used for teaching purposes in educational organizations.
72. May be used for the benefit of Customer's qualified NGO/NPO organization.
73. May be used for the benefit of press or media organizations.
74. May be used for personal use.
75. Customer may enable third-party use of Value-Added Applications only by publicly sharing the Value-Added Application(s) using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own internal business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.
76. Customer is not permitted to create private groups or participate in any private groups.

77. Includes a Commercial App Deployment license, which enables Customer to make Value-Added Applications available to third parties for a fee.
78. Customer may use this subscription to create or participate in private groups.
79. Each subscription is limited to 1,000,000 geosearch transactions per month in conjunction with Customer's subscription. 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 toward the transaction limit. However, storage does consume Service Credits.
80. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.
81. Customer may not make Value-Added Applications available to third parties for a fee.
82. A Named User may embed its Named User Credential in an ArcGIS API for Python script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.
83. Customer must use a separate AEC Project Delivery Subscription for each Customer client ("Client"). Customer may (i) use the AEC Project delivery Subscription solely to collaborate on project work with its Client; and (ii) provide Client with Named User access to the AEC Project Delivery Subscription to enable Client to access the AEC Project Delivery Subscription to collaborate on project work that Customer performs for Client. Client may not use the Named User License for any other purpose. Customer is solely responsible for Client's compliance with these terms of use and will ensure that Client stops using the AEC Project Delivery Subscription when the project ends.
84. Does not include a Deployment License.
85. Software licenses and subscriptions included with ArcGIS Hub may only be used to support the community initiatives enabled by ArcGIS Hub. Customer may allow 3rd parties to be Named Users of ArcGIS Hub for the sole purpose of engaging in community activities. Customers may allow employees, agents, consultants, or contractors to be Named Users of ArcGIS Hub for the sole purpose of administering, configuring, maintaining, and supporting community initiatives through ArcGIS Hub. No other use of software licenses and subscriptions included with ArcGIS Hub is permitted.
86. Customer may use the software licenses and subscriptions included with ArcGIS Indoors solely to enable the capabilities of ArcGIS Indoors as defined in the ArcGIS Indoors Documentation. No other use of software licenses and subscriptions included with ArcGIS Indoors is permitted.

Amendment 1

To Master Agreement No. 00271885.0



This Amendment No. 1 is entered into by and between the **State of Oklahoma by and through the Office of Management and Enterprise Services ("Customer")** and **Environmental Systems Research Institute, Inc. ("Esri")**, and is effective as of February 20, 2023 ("Amendment 1 Effective Date").

WHEREAS, the Customer and Esri (collectively referred to as the "Parties") entered into a Master Agreement ("Agreement") with an effective date of May 20, 2019; and

WHEREAS, the Parties desire to amend the Agreement to update applicable Training terms and conditions.

The parties now amend the Agreement as follows:

1. **Article 7.1 Definitions.** Insert the following as new definitions:

"g. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.

h. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.

i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.

j. **"Learning Management System or "LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer's internal employees."

2. **Article 7.4 Customers Responsibilities.** Delete and replace subsection h. and replace it with the following:

"h. If the Esri Mobile Lab or Mobile Router is used, Customer will

1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession."

3. Insert the following as a new Article 7.7, Availability and General Provisions of Wireless Service:

"7.7 Availability and General Provision of Wireless Service

a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability."

Amendment 1

To Master Agreement No. 00271885.0



4. Insert the following as a new Article 7.8, Esri E-Learning in the Customer's Learning Management System:

"7.8 Esri E-Learning in the Customer's Learning Management System

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf>
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf>

Except as may be specifically modified by this Amendment No. 1, all other terms and conditions of the Agreement and any prior Amendment(s) or Addendum(s) constitute the entire agreement between the Parties and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

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

STATE OF OKLAHOMA BY AND THROUGH
THE OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES
(Customer)

Signature: _____

Printed Name: Dawn Sullivan

Title: Deputy Director

Date: 02/13/2023

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)

Signature: _____

Timothy Brazeal (Feb 9, 2023 17:20 PST)

Printed Name: Timothy Brazeal

Title: Manager, Commercial and Government Contracts

Date: 02/09/2023

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.2** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current Products, Services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum.
- 1.3** If the State exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date and finalize such extensions in an Addendum. The State and Supplier, may mutually agree by way of an Addendum to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- 1.4** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, upon the State’s notice to Supplier, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Modification of Contract Terms and Contract Documents

- 2.1** Except for updates to the price list in accordance with Article 8 of the Master Purchase Agreement, the Product-Specific Terms of Use (E300), and third-

party data flow down terms, the Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

- 2.2 Any additional terms on an Ordering Document provided by either Party are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

3 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 3.1 **Acquisition** means items, Products, materials, supplies, Services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 3.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 3.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 3.4 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 3.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 3.6 **Contract** means the Statewide Contract 1014/Solicitation No. 0900000550/Master Purchase Agreement (No. 00320139.0) that may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 3.7 **Contract Document** means this document; Statewide Contract No. 1014; Solicitation No. 0900000550, Master Agreement (No. 00271885.0); Master

Purchase Agreement (No. 00320139.0); mutually executed Ordering Document; other mutually executed documents and any Addendum.

- 3.8 Customer** means the State or an Authorized Entity receiving Products or Services contemplated by the Contract.
- 3.9 Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 3.10 Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 3.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 3.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 3.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 3.14 OAC** means the Oklahoma Administrative Code.
- 3.15 OMES** means the Office of Management and Enterprise Services.
- 3.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 3.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 3.18 Supplier** means Environmental Systems Research Institute, Inc. (“Esri”).
- 3.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be

eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.

3.20 Supplier Confidential Information means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.

3.21 Work Product means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, Services or Deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

4 Pricing

4.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies

and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

- 4.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

5 Ordering, Inspection, and Acceptance

- 5.1** Any Product or Service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 5.2** Reserved.
- 5.3** Supplier shall deliver Products and Services on or before the required date specified in a Contract Document. Deviations, substitutions, or changes in a Service, including changes of personnel directly providing Services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing Services shall be a person of comparable or greater skills, education and experience for performing the Services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.

6 Invoices and Payment

- 6.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after Products have been provided or Services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of Products or Services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.

- C. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D. Reserved.
- E. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F. Supplier shall have no right of setoff.
- G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the Products are provided or Services performed.

7 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 7.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage by way of a Certificate of Insurance (COI) with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if Services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's Services under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Customer will receive prompt notice of cancellation or nonrenewal for the insurance policies provided that no such notice is required if Supplier buys a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this section. Supplier shall provide a renewal COI within 15 calendar days after policy renewal during the term of the Contract. Supplier shall allow the State and its agencies to be named as a certificate holder. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for

Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed in writing between the parties and approved by the State Purchasing Director, the acceptable insurance limits of liability are as follows:

- A. Workers' Compensation in accordance with and to the extent required by applicable law;
- B. Employer's Liability Insurance with limits of liability of \$1,000,000 per accident;
- C. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- D. Automobile Liability Insurance with limits of liability of \$1,000,000 combined single limit each accident;
- E. Cyberfirst Professional Liability and Errors and Omissions Insurance with limits of \$5,000,000. Including protection for: (a) any loss caused by an error, omission or negligence by the primary insured including software copyright infringement; (b) communications & media liability (trademark, copyright infringement, plagiarism) and copyright and trademark infringement claims in advertising, internet, and other material (excluding infringement of copyrighted software); and (c) network & information security liability (virus transmission, denial of service, breach of privacy or confidentiality obligations).

- 7.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

8 Compliance with Applicable Laws

- 8.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all

applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
 - F.** Reserved.
 - G.** Reserved.
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Reserved
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 8.2** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

- 8.3** In addition to compliance under subsection 8.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source, to the extent that those provisions are accepted in a mutually signed agreement included in the specific Contract Documents.
- 8.4** If requested under a specific Statement of Work, Supplier shall inform its employees or agents who perform Services under this Contract of the Supplier's obligations hereunder and shall use reasonable efforts to comply accordingly. At the request of the State or Procuring Agency, Supplier shall promptly provide adequate evidence that such persons are its employees or agents and have been informed of their obligations hereunder.
- 8.5** As applicable to perform a Professional Service, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 8.6** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 8.7** Supplier warrants that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 8.8** Supplier warrants that, to the best of its knowledge at the time of execution of this Contract, Supplier is not aware of any litigation, claim or threat involving Supplier.
- 8.9** Supplier shall assist the State in its obligations to uphold accessibility standards pursuant to Section 508 of the Federal Rehabilitation Act by making available Supplier's Accessibility Compliance Reports (ACRs), in accordance with World Wide Web Consortium's Web Content Accessibility Guidelines 2.0 and 2.1, Level AA. Supplier ACRs are available at <https://www.esri.com/en-us/legal/accessibility/conformance-reports>.

9 Audits and Records Clause

- 9.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form but as used in this clause shall mean any document directly related to an Acquisition by the State or Customer including Supplier’s Ordering Document, Supplier’s invoice, purchase order, the Contract, and the Contract Document between Supplier and the State. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, and during Supplier’s regular business hours, all records relevant to the execution and performance of the Contract.
- 9.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 9.3** Pursuant to 74 O.S. §85.41, if Professional Services are provided hereunder, invoices, Statements of Work, purchase order records or such other relevant documents regardless of whether such items are in written form, in the form of computer data, or in any other form, of the Supplier that relate to the Professional Services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director. Audits conducted under this provision shall exclude Supplier’s overhead, administrative and profit expenses.

10 Confidentiality

Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section.

11 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any

outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

12 Assignment and Permitted Subcontractors

- 12.1** Except for a sale of all or substantially all of the assets of Supplier, neither Supplier, nor State may assign or transfer to any other person, firm, or corporation its obligations under this Contract without the prior written consent from the other party, which shall not be unreasonably withheld, and any attempt to do so will be null and void.
- 12.2** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the Services to be performed. As part of the approval request, the Supplier shall provide a copy of the special considerations flowed down to the subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons upon written notice to Supplier. Supplier will then use reasonable efforts to replace the personnel with that of an equally or similarly qualified person.

12.3 All payments under the Contract shall be made directly to the Supplier. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier's subcontractor.

13 Background Checks and Criminal History Investigations

Prior to commencement of any Services, background and/or criminal history investigation of the Supplier's employees and subcontractors who will be providing Services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. If additional background checks are required beyond Supplier's normal hiring practices, they shall be noted at the time of the proposal effort. The costs of additional background checks shall be the responsibility of the State. Supplier will coordinate with the State and its employees in the event the additional background checks are a requirement for a specific project. Should any employee or subcontractor of the Supplier who will be providing Services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order or related Statement of Work/ Task Order or request replacement of the employee or subcontractor in question.

14 Indemnification

Indemnification shall be handled in accordance with the Supplier Master Agreement.

14.1 Notice and Cooperation

Notwithstanding the provisions of Article 5.4 – Conditions of Indemnification, of the Supplier Master Agreement, upon approval by the Attorney General of Oklahoma in accordance with Section 14.2 below, Supplier shall use counsel reasonably experienced in the subject matter at issue and any negotiation related to the settlement of any infringement claim shall be settled by Supplier, except any settlement or compromise which requires monetary contribution from Customer must be approved by Customer.

14.2 Coordination of Defense

Notwithstanding the provisions of Article 5.4 – Conditions of Indemnification, of the Supplier Master Agreement, State must submit a claim to the Attorney General of Oklahoma to approve Supplier controlling the defense or settlement of the claim. Upon approval by the Attorney General of Oklahoma, Supplier will have sole control of the defense of any action and negotiations related to the defense or settlement of any claim and will provide updates to the Oklahoma Office of Attorney General, as may be reasonably requested by the

State. Supplier will not be responsible for material prejudice arising out of State's failure to timely tender the defense of a claim to supplier.

15 Limitation of Liability

Limitation of Liability shall be handled in accordance with the Supplier Master Agreement.

16 Suspension of Supplier

16.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with requirements applicable to Supplier's performance or obligations under the Contract.

16.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a Product or Service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the Product or Service.

16.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

17 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

18 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any Services provided under the Contract.

19 Force Majeure

19.1 Subject to Article 9.14 Force Majeure of the Supplier Master Agreement, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a Product or Service. Supplier is not entitled to payment for Products or Services not received.

20 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees and shall be responsible for loss of Customer property in its possession, regardless of cause. In accordance with an applicable Task Order, if Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

21 Miscellaneous

21.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

21.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier Products or Services required under the Contract.

21.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing Products or performing Services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

21.4 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the Products or Services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

21.5 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

21.6 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

21.7 Mutual Responsibilities

- A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.

- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

21.8 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

21.9 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21.10 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

21.11 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

21.12 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

21.13 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

21.14 Gratuities

In accordance with Supplier's Code of Business Conduct and Ethics, all dealings with customers and potential customers must be legal, fair, and open. Supplier does not tolerate bribery or corruption. Supplier employees may never accept or solicit bribes, improper payments, gifts or gratuities from or to any Supplier customer or supplier. Supplier employees may not on behalf of Supplier give or solicit a gift, entertainment, meals, political contributions, charitable donations, or other gratuity of any kind, nor may they accept a gift, entertainment, meals, or other gratuity from a customer, supplier, vendor representative or business partner greater than \$25.00 market value without Supplier Corporate Management approval. Supplier employees may not give a public official anything of value: 1) with the intent to influence any official act; 2) to influence the official to commit or aid in fraud; nor 3) to induce the official to act in violation of their official duties.

State of Oklahoma MPA Price List MPA-15-3Q2023			
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	\$11,899.00
	86353	ArcGIS Desktop Standard Concurrent Use Perpetual License	\$6,610.00
	87143	ArcGIS Desktop Basic Concurrent Use Perpetual License	\$3,306.00
1		ArcGIS Desktop - Concurrent Use - Maintenance Prices	
	52384	ArcGIS Desktop Advanced Concurrent Use Primary Maintenance	\$3,333.00
	52385	ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance	\$1,333.00
	86497	ArcGIS Desktop Standard Concurrent Use Primary Maintenance	\$1,667.00
	86500	ArcGIS Desktop Standard Concurrent Use Secondary Maintenance	\$1,333.00
	87194	ArcGIS Desktop Basic Concurrent Use Primary Maintenance	\$778.00
	87195	ArcGIS Desktop Basic Concurrent Use Secondary Maintenance	\$556.00
1.1		ArcGIS Desktop Core Extensions - Concurrent Use - Perpetual License Prices	
	88282	ArcGIS Spatial Analyst for Desktop Concurrent Use Perpetual License	\$2,361.00
	88283	ArcGIS 3D Analyst for Desktop Concurrent Use Perpetual License	\$2,361.00
	88284	ArcGIS Geostatistical Analyst for Desktop Concurrent Use Perpetual License	\$2,361.00
	90321	ArcGIS Publisher for Desktop Concurrent Use Perpetual License	\$2,361.00
	91605	ArcGIS Tracking Analyst for Desktop Concurrent Use Perpetual License	\$2,361.00
	98133	ArcGIS Data Interoperability for Desktop Concurrent Use Perpetual License	\$2,361.00
	99736	ArcGIS Network Analyst for Desktop Concurrent Use Perpetual License	\$2,361.00
	100477	ArcGIS Schematics for Desktop Concurrent Use Perpetual License	\$2,361.00
	111290	ArcGIS Workflow Manager (Classic) for Desktop Concurrent Use Perpetual License	\$2,361.00
	99047	ArcGIS Data Reviewer for Desktop Concurrent Use Perpetual License	\$2,361.00
	159050	ArcGIS Image Analyst for ArcGIS Pro Concurrent Use Perpetual License	\$2,361.00
	165322	ArcGIS LocateXT for Desktop Concurrent Use Perpetual License	\$2,361.00
1.1		ArcGIS Desktop Core Extensions - Concurrent Use - Maintenance Prices	
	87198	ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance	\$556.00
	87199	ArcGIS 3D Analyst for Desktop Concurrent Use Secondary Maintenance	\$222.00
	87232	ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance	\$556.00
	87233	ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance	\$222.00
	87236	ArcGIS Geostatistical Analyst for Desktop Concurrent Use Primary Maintenance	\$556.00
	87237	ArcGIS Geostatistical Analyst for Desktop Concurrent Use Secondary Maintenance	\$222.00
	92774	ArcGIS Tracking Analyst for Desktop Concurrent Use Primary Maintenance	\$556.00
	92775	ArcGIS Tracking Analyst for Desktop Concurrent Use Secondary Maintenance	\$222.00
	96880	ArcGIS Workflow Manager (Classic) for Desktop Concurrent Use Primary Maintenance	\$556.00
	93984	ArcGIS Workflow Manager (Classic) for Desktop Concurrent Use Secondary Maintenance	\$222.00
	98134	ArcGIS Data Interoperability for Desktop Concurrent Use Primary Maintenance	\$556.00
	98135	ArcGIS Data Interoperability for Desktop Concurrent Use Secondary Maintenance	\$222.00

	98696	ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance	\$556.00
	98697	ArcGIS Publisher for Desktop Concurrent Use Secondary Maintenance	\$222.00
	100571	ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance	\$556.00
	100572	ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance	\$222.00
	100573	ArcGIS Schematics for Desktop Concurrent Use Primary Maintenance	\$556.00
	100574	ArcGIS Schematics for Desktop Concurrent Use Secondary Maintenance	\$222.00
	118242	ArcGIS Data Reviewer for Desktop Concurrent Use Primary Maintenance	\$556.00
	118243	ArcGIS Data Reviewer for Desktop Concurrent Use Secondary Maintenance	\$222.00
	162284	ArcGIS Image Analyst for ArcGIS Pro Concurrent Use Primary Maintenance	\$556.00
	162285	ArcGIS Image Analyst for ArcGIS Pro Concurrent Use Secondary Maintenance	\$222.00
	165325	ArcGIS LocateXT for Desktop Concurrent Use Primary Maintenance	\$556.00
	165327	ArcGIS LocateXT for Desktop Concurrent Use Secondary Maintenance	\$222.00
1.2		ArcGIS Desktop - Single Use - Perpetual License Prices	
	122086	ArcGIS Desktop Advanced Single Use Perpetual License	\$11,860.00
	93206	ArcGIS Desktop Standard Single Use Perpetual License	\$6,610.00
	93198	ArcGIS Desktop Basic Single Use Perpetual License	\$1,417.00
1.2		ArcGIS Desktop - Single Use - Maintenance Prices	
	122181	ArcGIS Desktop Advanced Single Use Primary Maintenance	\$3,333.00
	122183	ArcGIS Desktop Advanced Single Use Secondary Maintenance	\$1,333.00
	93303	ArcGIS Desktop Standard Single Use Primary Maintenance	\$1,667.00
	93304	ArcGIS Desktop Standard Single Use Secondary Maintenance	\$1,333.00
	87192	ArcGIS Desktop Basic Single Use Primary Maintenance	\$444.00
	87193	ArcGIS Desktop Basic Single Use Secondary Maintenance	\$333.00
	93306	ArcGIS Desktop Standard with Extensions Single Use Primary Maintenance	\$2,333.00
	93307	ArcGIS Desktop Standard with Extensions Single Use Secondary Maintenance	\$2,000.00
	93094	ArcGIS Desktop Basic with Extensions Single Use Primary Maintenance	\$1,111.00
	93095	ArcGIS Desktop Basic with Extensions Single Use Secondary Maintenance	\$1,000.00
1.3		ArcGIS Desktop Core Extensions - Single Use - Perpetual License Prices	
	93168	ArcGIS Spatial Analyst for Desktop Single Use Perpetual License	\$2,361.00
	93172	ArcGIS 3D Analyst for Desktop Single Use Perpetual License	\$2,361.00
	93176	ArcGIS Geostatistical Analyst for Desktop Single Use Perpetual License	\$2,361.00
	93194	ArcGIS Publisher for Desktop Single Use Perpetual License	\$2,361.00
	93164	ArcGIS Tracking Analyst for Desktop Single Use Perpetual License	\$2,361.00
	98131	ArcGIS Data Interoperability for Desktop Single Use Perpetual License	\$2,361.00
	99734	ArcGIS Network Analyst for Desktop Single Use Perpetual License	\$2,361.00
	100475	ArcGIS Schematics for Desktop Single Use Perpetual License	\$2,361.00
	111560	ArcGIS Workflow Manager (Classic) for Desktop Single Use Perpetual License	\$2,361.00
	99045	ArcGIS Data Reviewer for Desktop Single Use Perpetual License	\$2,361.00
	159049	ArcGIS Image Analyst for ArcGIS Pro Single Use Perpetual License	\$2,361.00
	165321	ArcGIS LocateXT for Desktop Single Use Perpetual License	\$2,361.00
	154283	ArcGIS Desktop Extensions Single Use Perpetual License	\$7,083.00
1.3		ArcGIS Desktop Core Extensions - Single Use - Maintenance Prices	
	122184	ArcGIS 3D Analyst for Desktop Single Use Primary Maintenance	\$556.00
	122185	ArcGIS 3D Analyst for Desktop Single Use Secondary Maintenance	\$222.00
	122187	ArcGIS Spatial Analyst for Desktop Single Use Primary Maintenance	\$556.00

	122188	ArcGIS Spatial Analyst for Desktop Single Use Secondary Maintenance	\$222.00
	122189	ArcGIS Geostatistical Analyst for Desktop Single Use Primary Maintenance	\$556.00
	122190	ArcGIS Geostatistical Analyst for Desktop Single Use Secondary Maintenance	\$222.00
	122191	ArcGIS Tracking Analyst for Desktop Single Use Primary Maintenance	\$556.00
	122192	ArcGIS Tracking Analyst for Desktop Single Use Secondary Maintenance	\$222.00
	122195	ArcGIS Data Reviewer for Desktop Single Use Primary Maintenance	\$556.00
	122196	ArcGIS Data Reviewer for Desktop Single Use Secondary Maintenance	\$222.00
	122197	ArcGIS Publisher for Desktop Single Use Primary Maintenance	\$556.00
	122270	ArcGIS Publisher for Desktop Single Use Secondary Maintenance	\$222.00
	122275	ArcGIS Data Interoperability for Desktop Single Use Primary Maintenance	\$556.00
	122276	ArcGIS Data Interoperability for Desktop Single Use Secondary Maintenance	\$222.00
	122277	ArcGIS Network Analyst for Desktop Single Use Primary Maintenance	\$556.00
	122278	ArcGIS Network Analyst for Desktop Single Use Secondary Maintenance	\$222.00
	122279	ArcGIS Schematics for Desktop Single Use Primary Maintenance	\$556.00
	122280	ArcGIS Schematics for Desktop Single Use Secondary Maintenance	\$222.00
	122281	ArcGIS Workflow Manager (Classic) for Desktop Single Use Primary Maintenance	\$556.00
	122282	ArcGIS Workflow Manager (Classic) for Desktop Single Use Secondary Maintenance	\$222.00
	162282	ArcGIS Image Analyst for ArcGIS Pro Single Use Primary Maintenance	\$556.00
	162283	ArcGIS Image Analyst for ArcGIS Pro Single Use Secondary Maintenance	\$222.00
	165324	ArcGIS LocateXT for Desktop Single Use Primary Maintenance	\$556.00
	165326	ArcGIS LocateXT for Desktop Single Use Secondary Maintenance	\$222.00
	168630	ArcGIS Desktop Extensions Single Use Primary Maintenance	\$1,667.00
	168631	ArcGIS Desktop Extensions Single Use Secondary Maintenance	\$667.00
1.4		ArcGIS Desktop - Single Use - Annual Subscription Prices	
	148104	ArcGIS Desktop Advanced Single Use Annual Subscription	\$3,949.00
	148105	ArcGIS Desktop Standard Single Use Annual Subscription	\$2,833.00
	148106	ArcGIS Desktop Basic Single Use Annual Subscription	\$751.00
1.4		ArcGIS Desktop Core Extensions - Single Use - Annual Subscription Prices	
	148097	ArcGIS 3D Analyst for Desktop Single Use Annual Subscription	\$559.00
	148098	ArcGIS Data Interoperability for Desktop Single Use Annual Subscription	\$559.00
	148100	ArcGIS Geostatistical Analyst for Desktop Single Use Annual Subscription	\$559.00
	148112	ArcGIS Network Analyst for Desktop Single Use Annual Subscription	\$559.00
	148113	ArcGIS Publisher for Desktop Single Use Annual Subscription	\$559.00
	148114	ArcGIS Schematics for Desktop Single Use Annual Subscription	\$559.00
	148115	ArcGIS Spatial Analyst for Desktop Single Use Annual Subscription	\$559.00
	148116	ArcGIS Tracking Analyst for Desktop Single Use Annual Subscription	\$559.00
	148117	ArcGIS Data Reviewer for Desktop Single Use Annual Subscription	\$559.00
	148118	ArcGIS Workflow Manager (Classic) for Desktop Single Use Annual Subscription	\$559.00
	159047	ArcGIS Image Analyst for ArcGIS Pro Single Use Annual Subscription	\$559.00
	165323	ArcGIS LocateXT for Desktop Single Use Annual Subscription	\$559.00
	148107	ArcGIS Desktop Extensions Single Use Annual Subscription	\$1,675.00
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	\$5,194.00
	122497	ArcGIS Desktop Standard Single Use Upgrade from ArcGIS Desktop Basic Concurrent Use	\$3,306.00

	122774	ArcGIS Desktop Advanced Single Use Upgrade from ArcGIS Desktop Basic Single Use	\$10,443.00
	88927	ArcGIS Desktop Standard Concurrent Use Upgrade from ArcGIS Desktop Basic Concurrent Use	\$3,306.00
	122775	ArcGIS Desktop Advanced Single Use Upgrade from ArcGIS Desktop Basic Concurrent Use	\$8,555.00
	88928	ArcGIS Desktop Advanced Concurrent Use Upgrade from ArcGIS Desktop Basic Concurrent Use	\$8,594.00
	88929	ArcGIS Desktop Advanced Concurrent Use Upgrade from ArcGIS Desktop Standard Concurrent Use Perpetual License	\$5,288.00
	122776	ArcGIS Desktop Advanced Single Use Upgrade from ArcGIS Desktop Standard Single Use or Concurrent Use	\$5,250.00
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	\$2,082.00
	166363	Desktop Advanced Single Use Annual Subscription Upgrade from ArcGIS Desktop Basic Single Use Annual Subscription	\$3,198.00
	166364	ArcGIS Desktop Advanced Single Use Annual Subscription Upgrade from ArcGIS Desktop Standard Single Use Annual Subscription	\$1,116.00
1.6		ArcGIS Roads and Highways - Concurrent Use and Single Use - Perpetual License Prices	
	128890	ArcGIS Roads and Highways (Location Referencing) for Desktop Concurrent Use Perpetual License	\$9,444.00
	128884	ArcGIS Roads and Highways (Location Referencing) for Desktop Single Use Perpetual License	\$9,444.00
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	\$2,778.00
	133196	ArcGIS Roads and Highways (Location Referencing) for Desktop Single Use Maintenance	\$2,778.00
1.6		ArcGIS Roads and Highways - Single Use - Annual Subscription License Price	
	139698	ArcGIS Roads and Highways (Location Referencing) for Desktop Single Use Annual Subscription	\$3,735.00
1.7		ArcGIS Pipeline Referencing - Concurrent Use and Single Use - Perpetual License Prices	
	162412	ArcGIS Pipeline Referencing (Location Referencing) for Desktop Concurrent Use Perpetual License	\$9,444.00
	153359	ArcGIS Pipeline Referencing (Location Referencing) for Desktop Single Use Perpetual License	\$9,444.00
1.7		ArcGIS Pipeline Referencing - Concurrent Use and Single Use - Maintenance Price	
	153373	ArcGIS Pipeline Referencing (Location Referencing) for Desktop Maintenance	\$2,778.00
1.7		ArcGIS Pipeline Referencing - Single Use - Annual Subscription Price	
	153360	ArcGIS Pipeline Referencing (Location Referencing) for Desktop Single Use Annual Subscription	\$3,735.00
1.8		Mapping and Charting Solutions - Concurrent Use - Perpetual License Prices	
	121831	ArcGIS Production Mapping for ArcGIS Desktop Concurrent Use Perpetual License	\$9,723.00
	121835	ArcGIS Defense Mapping for ArcGIS Desktop Concurrent Use Perpetual License	\$9,723.00
	133005	ArcGIS Aviation Airports for ArcGIS Desktop Concurrent Use Perpetual License	\$4,862.00
	121833	ArcGIS Aviation Charting for ArcGIS Desktop Concurrent Use Perpetual License	\$9,723.00
	121839	ArcGIS Maritime for ArcGIS Desktop Concurrent Use Perpetual License	\$9,723.00
	130214	ArcGIS Bathymetry for ArcGIS Desktop Concurrent Use Perpetual License	\$4,862.00
1.8		Mapping and Charting Solutions - Single Use - Perpetual License Prices	
	121832	ArcGIS Production Mapping for ArcGIS Desktop Single Use Perpetual License	\$9,723.00

	121836	ArcGIS Defense Mapping for ArcGIS Desktop Single Use Perpetual License	\$9,723.00
	133006	ArcGIS Aviation Airports for ArcGIS Desktop Single Use Perpetual License	\$4,862.00
	121834	ArcGIS Aviation Charting for ArcGIS Desktop Single Use Perpetual License	\$9,723.00
	121840	ArcGIS Maritime for ArcGIS Desktop Single Use Perpetual License	\$9,723.00
	130215	ArcGIS Bathymetry for ArcGIS Desktop Single Use Perpetual License	\$4,862.00
1.8		Mapping and Charting Solutions - Concurrent Use - Maintenance Prices	
	121805	ArcGIS Production Mapping for ArcGIS Desktop Concurrent Use Maintenance	\$2,778.00
	121871	ArcGIS Defense Mapping for ArcGIS Desktop Concurrent Use Maintenance	\$2,778.00
	133034	ArcGIS Aviation Airports for ArcGIS Desktop Concurrent Use Maintenance	\$1,389.00
	121873	ArcGIS Aviation Charting for ArcGIS Desktop Concurrent Use Maintenance	\$2,778.00
	121875	ArcGIS Maritime for ArcGIS Desktop Concurrent Use Maintenance	\$2,778.00
	130923	ArcGIS Bathymetry for ArcGIS Desktop Concurrent Use Maintenance	\$1,389.00
1.8		Mapping and Charting Solutions - Single Use - Maintenance Prices	
	121804	ArcGIS Production Mapping for ArcGIS Desktop Single Use Maintenance	\$2,778.00
	121810	ArcGIS Defense Mapping for ArcGIS Desktop Single Use Maintenance	\$2,778.00
	133033	ArcGIS Aviation Airports for ArcGIS Desktop Single Use Maintenance	\$1,389.00
	121872	ArcGIS Aviation Charting for ArcGIS Desktop Single Use Maintenance	\$2,778.00
	121874	ArcGIS Maritime for ArcGIS Desktop Single Use Maintenance	\$2,778.00
	130922	ArcGIS Bathymetry for ArcGIS Desktop Single Use Maintenance	\$1,389.00
1.8		Mapping and Charting Solutions Bundles - Concurrent Use - Perpetual License Prices	
	133017	ArcGIS Aviation Airports Bundle for ArcGIS Desktop Concurrent Use Perpetual License	\$9,916.00
	168057	ArcGIS Aviation Charting Bundle for ArcGIS Desktop Concurrent Use Perpetual License	\$17,660.00
	130938	ArcGIS Maritime Bundle for ArcGIS Desktop Concurrent Use Perpetual License	\$15,298.00
	130941	ArcGIS Bathymetry Bundle for ArcGIS Desktop Concurrent Use Perpetual License	\$11,805.00
1.8		Mapping and Charting Solutions Bundles - Single Use - Perpetual License Prices	
	133016	ArcGIS Aviation Airports Bundle for ArcGIS Desktop Single Use Perpetual License	\$9,916.00
	154921	ArcGIS Aviation Charting Bundle for ArcGIS Desktop Single Use Perpetual License	\$17,660.00
	158381	ArcGIS Maritime Bundle for ArcGIS Desktop Single Use Perpetual License	\$15,298.00
	130940	ArcGIS Bathymetry Bundle for ArcGIS Desktop Single Use Perpetual License	\$11,805.00
1.8		Mapping and Charting Solutions Bundles - Concurrent Use - Maintenance Prices	
	133019	ArcGIS Aviation Airports Bundle for ArcGIS Desktop Concurrent Use Maintenance	\$3,055.00
	168058	ArcGIS Aviation Charting Bundle for ArcGIS Desktop Concurrent Use Maintenance	\$6,666.00
	130909	ArcGIS Maritime Bundle for ArcGIS Desktop Concurrent Use Maintenance	\$6,111.00
	130943	ArcGIS Bathymetry Bundle for ArcGIS Desktop Concurrent Use Maintenance	\$3,611.00
1.8		Mapping and Charting Solutions Bundles - Single Use - Maintenance Prices	
	133018	ArcGIS Aviation Airports Bundle for ArcGIS Desktop Single Use Maintenance	\$3,055.00
	154880	ArcGIS Aviation Charting Bundle for ArcGIS Desktop Single Use Maintenance	\$6,666.00
	158382	ArcGIS Maritime Bundle for ArcGIS Desktop Single Use Maintenance	\$6,111.00
	130942	ArcGIS Bathymetry Bundle for ArcGIS Desktop Single Use Maintenance	\$3,611.00
1.8		Mapping and Charting - Single Use - Annual Subscription Prices	
	133032	ArcGIS Aviation Airports for ArcGIS Desktop Single Use Annual Subscription	\$1,867.00
	130885	ArcGIS Bathymetry for ArcGIS Desktop Single Use Annual Subscription	\$1,867.00
	128209	ArcGIS Aviation Charting for ArcGIS Desktop Single Use Annual Subscription	\$3,735.00
	128251	ArcGIS Maritime for ArcGIS Desktop Single Use Annual Subscription	\$3,735.00
	128208	ArcGIS Production Mapping for ArcGIS Desktop Single Use Annual Subscription	\$3,735.00

	149856	ArcGIS Defense Mapping for ArcGIS Desktop Single Use Annual Subscription	\$3,735.00
1.9		ArcGIS Indoors - Concurrent Use and Single Use - Perpetual License Prices	
	180344	ArcGIS Indoors for ArcGIS Pro Concurrent Use Perpetual License	\$9,723.00
	180342	ArcGIS Indoors for ArcGIS Pro Single Use Perpetual License	\$9,723.00
1.9		ArcGIS Indoors - Concurrent Use and Single Use - Maintenance Prices	
	180345	ArcGIS Indoors for ArcGIS Pro Concurrent Use Maintenance	\$2,778.00
	180343	ArcGIS Indoors for ArcGIS Pro Single Use Maintenance	\$2,778.00
1.9		ArcGIS Indoors - Single Use - Annual Subscription Prices	
	180341	ArcGIS Indoors for ArcGIS Pro Single Use Annual Subscription	\$3,845.00
1.10		ArcGIS AllSource - Single Use (Standalone) - Annual Subscription Prices	
	185730	ArcGIS AllSource Single Use (Standalone) Annual Subscription	\$5,921.00
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)	\$40,400.00
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)	\$8,080.00
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)	\$20,200.00
ArcGIS CityEngine			
2		ArcGIS CityEngine - Concurrent Use and Single Use - Perpetual License Prices	
	127658	ArcGIS CityEngine Concurrent Use Perpetual License	\$3,777.00
	127672	ArcGIS CityEngine Single Use Perpetual License	\$3,777.00
2		ArcGIS CityEngine - Concurrent Use and Single Use - Maintenance Prices	
	127626	ArcGIS CityEngine Concurrent Use Primary Maintenance	\$889.00
	127625	ArcGIS CityEngine Single Use Primary Maintenance	\$889.00
	127657	ArcGIS CityEngine Concurrent Use Secondary Maintenance	\$747.00
	127627	ArcGIS CityEngine Single Use Secondary Maintenance	\$747.00
2		ArcGIS CityEngine - Single Use - Annual Subscription Prices	
	153351	ArcGIS CityEngine Single Use Annual Subscription	\$1,889.00
ArcGIS Enterprise			
3		ArcGIS Enterprise - Perpetual License Prices	
	160458	ArcGIS Enterprise Advanced Up to Four Cores Perpetual License	\$37,774.00
	160463	ArcGIS Enterprise Standard Up to Four Cores Perpetual License	\$18,887.00
3		ArcGIS Enterprise - Maintenance Prices	
	161326	ArcGIS Enterprise Advanced Up to Four Cores Maintenance	\$11,110.00
	161328	ArcGIS Enterprise Standard Up to Four Cores Maintenance	\$5,555.00
3		ArcGIS Enterprise - Annual Subscription Prices	
	160660	ArcGIS Enterprise Advanced Up to Four Cores Annual Subscription	\$22,579.00
	160663	ArcGIS Enterprise Standard Up to Four Cores Annual Subscription	\$11,332.00
3		ArcGIS Enterprise on Kubernetes - Annual Subscription Prices	
	172190	ArcGIS Enterprise on Kubernetes Up to 64 vCPUs Annual Subscription	\$85,850.00
	183683	ArcGIS Enterprise on Kubernetes Up to 64 Additional vCPUs Annual Subscription	\$64,388.00
ArcGIS Monitor			

4		ArcGIS Monitor - Perpetual License Prices	
	162036	ArcGIS Monitor for ArcGIS Server Up to Four Cores Perpetual License	\$9,444.00
	162038	ArcGIS Monitor for ArcGIS Server Additional Core Perpetual License	\$473.00
4		ArcGIS Monitor - Maintenance Prices	
	162037	ArcGIS Monitor for ArcGIS Server Up to Four Cores Maintenance	\$2,778.00
	162039	ArcGIS Monitor for ArcGIS Server Additional Core Maintenance	\$136.00
4		ArcGIS Monitor - Annual Subscription Prices	
	162040	ArcGIS Monitor for ArcGIS Server Up to Four Cores Annual Subscription	\$3,777.00
	162071	ArcGIS Monitor for ArcGIS Server Additional Core Annual Subscription	\$473.00
ArcGIS GIS Server			
5		ArcGIS GIS Server - Perpetual License Prices	
	160483	ArcGIS GIS Server Advanced Up to Four Cores Perpetual License	\$37,774.00
	160899	ArcGIS GIS Server Advanced Additional Core Perpetual License	\$9,444.00
	160513	ArcGIS GIS Server Standard Up to Four Cores Perpetual License	\$18,887.00
	160900	ArcGIS GIS Server Standard Additional Core Perpetual License	\$4,722.00
	160489	ArcGIS GIS Server Basic Up to Four Cores Perpetual License	\$9,444.00
	160901	ArcGIS GIS Server Basic Additional Core Perpetual License	\$2,361.00
5		ArcGIS GIS Server - Maintenance Prices	
	161343	ArcGIS GIS Server Advanced Up to Four Cores Maintenance	\$11,110.00
	161388	ArcGIS GIS Server Advanced Additional Cores Maintenance	\$2,778.00
	161369	ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$5,555.00
	161389	ArcGIS GIS Server Standard Additional Cores Maintenance	\$1,389.00
	161348	ArcGIS GIS Server Basic Up to Four Cores Maintenance	\$3,333.00
	161399	ArcGIS GIS Server Basic Additional Cores Maintenance	\$833.00
5		ArcGIS GIS Server - Subscription Prices	
	160705	ArcGIS GIS Server Advanced Up to Four Cores Annual Subscription	\$22,579.00
	160706	ArcGIS GIS Server Advanced Up to Four Cores 90 Day License	\$11,332.00
	160704	ArcGIS GIS Server Advanced Up to Four Cores 30 Day License	\$4,422.00
	160370	ArcGIS GIS Server Advanced Additional Core Annual Subscription	\$5,666.00
	160149	ArcGIS GIS Server Advanced Additional Core 90 Day License	\$2,833.00
	160148	ArcGIS GIS Server Advanced Additional Core 30 Day License	\$1,095.00
	160723	ArcGIS GIS Server Standard Up to Four Cores Annual Subscription	\$11,332.00
	160724	ArcGIS GIS Server Standard Up to Four Cores 90 Day License	\$5,666.00
	160722	ArcGIS GIS Server Standard Up to Four Cores 30 Day License	\$2,167.00
	160372	ArcGIS GIS Server Standard Additional Core Annual Subscription	\$2,833.00
	160153	ArcGIS GIS Server Standard Additional Core 90 Day License	\$1,417.00
	160152	ArcGIS GIS Server Standard Additional Core 30 Day License	\$536.00
	160713	ArcGIS GIS Server Basic Up to Four Cores Annual Subscription	\$5,666.00
	160715	ArcGIS GIS Server Basic Up to Four Cores 90 Day License	\$2,833.00
	160711	ArcGIS GIS Server Basic Up to Four Cores 30 Day License	\$1,095.00
	160060	ArcGIS GIS Server Basic Additional Core Annual Subscription	\$1,417.00
	160052	ArcGIS GIS Server Basic Additional Core 90 Day License	\$708.00
	160050	ArcGIS GIS Server Basic Additional Core 30 Day License	\$279.00
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	\$9,444.00
	161019	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,361.00
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	\$2,778.00
	161405	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$692.00
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	\$5,666.00
	160765	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,833.00
	160763	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,095.00
	160385	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,417.00
	160159	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$708.00
	160158	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$279.00
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	\$9,444.00
	161078	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,361.00
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	\$2,778.00
	161400	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$692.00
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	\$5,666.00
	160753	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,833.00
	160751	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,095.00
	160646	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,417.00
	160382	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$708.00
	160381	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$279.00
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	\$9,444.00
	161022	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Perpetual License	\$2,361.00

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	\$2,778.00
	161407	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Maintenance	\$692.00
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	\$5,666.00
	160780	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores 90 Day License	\$2,833.00
	160778	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores 30 Day License	\$1,095.00
	160869	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Annual Subscription	\$1,417.00
	160806	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core 90 Day License	\$708.00
	160805	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core 30 Day License	\$279.00
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	\$9,444.00
	153477	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,361.00
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	\$2,778.00
	153548	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$692.00
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	\$5,666.00
	153496	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,833.00
	153495	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,095.00
	153500	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,417.00
	153499	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$708.00
	153498	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$279.00
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	\$9,444.00
	161047	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,361.00
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	\$2,778.00
	161409	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$692.00
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	\$5,666.00
	160730	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,833.00
	160728	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,095.00
	160373	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,417.00
	160155	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$708.00
	160154	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$279.00
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	\$9,444.00
	161112	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,361.00
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	\$2,778.00
	161397	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$692.00
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	\$5,666.00
	160744	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,833.00
	160742	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,095.00
	160643	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,417.00
	160376	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$708.00
	160375	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$279.00
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	\$9,444.00
	161108	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Perpetual License	\$2,361.00
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	\$2,778.00
	161402	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Maintenance	\$692.00
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	\$5,666.00
	160750	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,833.00

	160748	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,095.00
	160645	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Annual Subscription	\$1,417.00
	160380	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core 90 Day License	\$708.00
	160379	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core 30 Day License	\$279.00
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	\$9,444.00
	161097	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,361.00
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	\$2,778.00
	161403	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$692.00
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	\$5,666.00
	160786	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,833.00
	160784	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,095.00
	160648	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,417.00
	160388	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$708.00
	160387	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$279.00
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	\$9,444.00
	161083	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,361.00
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	\$2,778.00
	161414	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$692.00
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	\$5,666.00
	172453	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,833.00
	172452	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,095.00

	160391	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,417.00
	160163	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$708.00
	160162	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$279.00
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	\$9,444.00
	162296	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,361.00
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	\$2,778.00
	162298	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$692.00
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	\$5,666.00
	162357	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,833.00
	162355	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,095.00
	162360	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,417.00
	162358	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$708.00
	162356	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$279.00
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	\$9,444.00
	167337	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Perpetual License	\$2,361.00
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	\$2,778.00
	167444	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Maintenance	\$692.00
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	\$5,666.00
	167423	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,833.00
	167422	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,095.00
	167416	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Annual Subscription	\$1,417.00
	167431	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 90 Day License	\$708.00

	167430	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core 30 Day License	\$279.00
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	\$9,444.00
	181767	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Perpetual License	\$2,361.00
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	\$2,778.00
	181818	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Maintenance	\$692.00
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	\$5,666.00
	181761	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,833.00
	181762	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,095.00
	181768	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Annual Subscription	\$1,417.00
	181769	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core 90 Day License	\$708.00
	181770	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core 30 Day License	\$279.00
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	\$9,444.00
	181737	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Perpetual License	\$2,361.00
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	\$2,778.00
	181810	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Maintenance	\$692.00
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	\$5,666.00
	181731	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores 90 Day License	\$2,833.00
	181732	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores 30 Day License	\$1,095.00
	181738	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Annual Subscription	\$1,417.00
	181739	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core 90 Day License	\$708.00
	181740	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core 30 Day License	\$279.00
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	\$18,887.00
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	\$28,331.00
	154781	ArcGIS Enterprise Standard Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$9,444.00
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	\$18,887.00
	154831	ArcGIS GIS Server Advanced Additional Cores Upgrade from ArcGIS GIS Server Standard Additional Cores	\$4,722.00
	154823	ArcGIS GIS Server Advanced Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$28,331.00
	154829	ArcGIS GIS Server Advanced Additional Cores Upgrade from ArcGIS GIS Server Basic Additional Cores	\$7,083.00
	154821	ArcGIS GIS Server Standard Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$9,444.00
	154827	ArcGIS GIS Server Standard Additional Cores Upgrade from ArcGIS GIS Server Basic Additional Cores	\$2,361.00
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	\$18,887.00
	160031	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Perpetual License	\$4,722.00
	160037	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Perpetual License	\$2,361.00
7		ArcGIS GeoAnalytics Server - Maintenance Prices	
	161334	ArcGIS GeoAnalytics Server Up to Four Cores Maintenance	\$5,555.00
	161392	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Maintenance	\$1,389.00
	161419	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Maintenance	\$692.00
7		ArcGIS GeoAnalytics Server - Subscription Prices	
	160669	ArcGIS GeoAnalytics Server Up to Four Cores Annual Subscription	\$11,332.00
	160670	ArcGIS GeoAnalytics Server Up to Four Cores 90 Day License	\$5,666.00
	160668	ArcGIS GeoAnalytics Server Up to Four Cores 30 Day License	\$2,167.00
	160539	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Annual Subscription	\$2,833.00
	160169	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) 90 Day License	\$1,417.00
	160168	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) 30 Day License	\$536.00
	160653	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Annual Subscription	\$1,417.00
	160537	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) 90 Day License	\$708.00
	160536	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) 30 Day License	\$279.00
7.1		ArcGIS GeoEvent Server - Perpetual License Prices	
	160474	ArcGIS GeoEvent Server Up to Four Cores Perpetual License	\$18,887.00
	161089	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Perpetual License	\$4,722.00
	160054	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Perpetual License	\$2,361.00
7.1		ArcGIS GeoEvent Server - Maintenance Prices	
	161337	ArcGIS GeoEvent Server Up to Four Cores Maintenance	\$5,555.00
	161387	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Maintenance	\$1,389.00
	161420	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Maintenance	\$692.00
7.1		ArcGIS GeoEvent Server - Subscription Prices	
	160678	ArcGIS GeoEvent Server Up to Four Cores Annual Subscription	\$11,332.00
	160679	ArcGIS GeoEvent Server Up to Four Cores 90 Day License	\$5,666.00
	160677	ArcGIS GeoEvent Server Up to Four Cores 30 Day License	\$2,167.00

	160801	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Annual Subscription	\$2,833.00
	160802	ArcGIS GeoEvent Server Additional Core (up to 32 per server) 90 Day License	\$1,417.00
	160800	ArcGIS GeoEvent Server Additional Core (up to 32 per server) 30 Day License	\$536.00
	160866	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Annual Subscription	\$1,417.00
	160867	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) 90 Day License	\$708.00
	160865	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) 30 Day License	\$279.00
7.2		ArcGIS Image Server - Perpetual License Prices	
	160478	ArcGIS Image Server Up to Four Cores Perpetual License	\$18,887.00
	161055	ArcGIS Image Server Additional Core (up to 32 per server) Perpetual License	\$4,722.00
	160033	ArcGIS Image Server Additional Core (more than 32 per Server) Perpetual License	\$2,361.00
7.2		ArcGIS Image Server - Maintenance Prices	
	161339	ArcGIS Image Server Up to Four Cores Maintenance	\$5,555.00
	161393	ArcGIS Image Server Additional Core (up to 32 per server) Maintenance	\$1,389.00
	161421	ArcGIS Image Server Additional Core (more than 32 per Server) Maintenance	\$692.00
7.2		ArcGIS Image Server - Subscription Prices	
	160684	ArcGIS Image Server Up to Four Cores Annual Subscription	\$11,332.00
	160685	ArcGIS Image Server Up to Four Cores 90 Day License	\$5,666.00
	160683	ArcGIS Image Server Up to Four Cores 30 Day License	\$2,167.00
	160058	ArcGIS Image Server Additional Core (up to 32 per server) Annual Subscription	\$2,833.00
	160048	ArcGIS Image Server Additional Core (up to 32 per server) 90 Day License	\$1,417.00
	160047	ArcGIS Image Server Additional Core (up to 32 per server) 30 Day License	\$536.00
	160651	ArcGIS Image Server Additional Core (more than 32 per Server) Annual Subscription	\$1,417.00
	160533	ArcGIS Image Server Additional Core (more than 32 per Server) 90 Day License	\$708.00
	160532	ArcGIS Image Server Additional Core (more than 32 per Server) 30 Day License	\$279.00
7.3		ArcGIS Notebook Server Advanced - Perpetual License Prices	
	168103	ArcGIS Notebook Server Advanced Up to Four Cores Perpetual License	\$18,887.00
	168104	ArcGIS Notebook Server Advanced Additional Core (up to 32 per server) Perpetual License	\$4,722.00
	168105	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Perpetual License	\$2,361.00
7.3		ArcGIS Notebook Server Advanced - Maintenance Prices	
	168115	ArcGIS Notebook Server Advanced Up to Four Cores Maintenance	\$5,555.00
	168116	ArcGIS Notebook Server Advanced Additional Core (up to 32 per server) Maintenance	\$1,389.00
	168117	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Maintenance	\$692.00
7.3		ArcGIS Notebook Server Advanced - Subscription Prices	
	168106	ArcGIS Notebook Server Advanced Up to Four Cores Annual Subscription	\$11,332.00
	168112	ArcGIS Notebook Server Advanced Up to Four Cores 90 Day License	\$5,666.00
	168109	ArcGIS Notebook Server Advanced Up to Four Cores 30 Day License	\$2,167.00
	168107	ArcGIS Notebook Server Advanced Additional Core (up to 32 per server) Annual Subscription	\$2,833.00
	168113	ArcGIS Notebook Server Advanced Additional Core (up to 32 per server) 90 Day License	\$1,417.00
	168110	ArcGIS Notebook Server Advanced Additional Core (up to 32 per server) 30 Day License	\$536.00
	168108	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Annual Subscription	\$1,417.00
	168114	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) 90 Day License	\$708.00

	168111	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) 30 Day License	\$279.00
7.4		ArcGIS Mission Server - Perpetual License Prices	
	172484	ArcGIS Mission Server Up to Four Cores Perpetual License	\$18,887.00
	172485	ArcGIS Mission Server Additional Core (up to 32 per Server) Perpetual License	\$4,722.00
	172486	ArcGIS Mission Server Additional Core (more than 32 per Server) Perpetual License	\$2,361.00
7.4		ArcGIS Mission Server - Maintenance Prices	
	172538	ArcGIS Mission Server Up to Four Cores Maintenance	\$5,555.00
	172539	ArcGIS Mission Server Additional Core (up to 32 per Server) Maintenance	\$1,389.00
	172540	ArcGIS Mission Server Additional Core (more than 32 per Server) Maintenance	\$692.00
7.4		ArcGIS Mission Server - Subscription Prices	
	172487	ArcGIS Mission Server Up to Four Cores Annual Subscription	\$11,332.00
	172523	ArcGIS Mission Server Up to Four Cores 90 Day License	\$5,666.00
	172490	ArcGIS Mission Server Up to Four Cores 30 Day License	\$2,167.00
	172488	ArcGIS Mission Server Additional Core (up to 32 per Server) Annual Subscription	\$2,833.00
	172524	ArcGIS Mission Server Additional Core (up to 32 per Server) 90 Day License	\$1,417.00
	172521	ArcGIS Mission Server Additional Core (up to 32 per Server) 30 Day License	\$536.00
	172489	ArcGIS Mission Server Additional Core (more than 32 per Server) Annual Subscription	\$1,417.00
	172525	ArcGIS Mission Server Additional Core (more than 32 per Server) 90 Day License	\$708.00
	172522	ArcGIS Mission Server Additional Core (more than 32 per Server) 30 Day License	\$279.00
7.5		ArcGIS Workflow Manager Server Advanced - Perpetual License Prices	
	177524	ArcGIS Workflow Manager Server Advanced Up to Four Cores Perpetual License	\$18,887.00
	177527	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) Perpetual License	\$4,722.00
	177526	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Perpetual License	\$2,361.00
7.5		ArcGIS Workflow Manager Server Advanced - Maintenance Prices	
	177584	ArcGIS Workflow Manager Server Advanced Up to Four Cores Maintenance	\$5,555.00
	177587	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) Maintenance	\$1,389.00
	177586	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Maintenance	\$692.00
7.5		ArcGIS Workflow Manager Server Advanced - Subscription Prices	
	177558	ArcGIS Workflow Manager Server Advanced Up to Four Cores Annual Subscription	\$11,332.00
	177560	ArcGIS Workflow Manager Server Advanced Up to Four Cores 90 Day License	\$5,666.00
	177551	ArcGIS Workflow Manager Server Advanced Up to Four Cores 30 Day License	\$2,167.00
	177563	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) Annual Subscription	\$2,833.00
	177565	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) 90 Day License	\$1,417.00
	177554	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) 30 Day License	\$536.00
	177562	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Annual Subscription	\$1,417.00
	177564	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) 90 Day License	\$708.00
	177553	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) 30 Day License	\$279.00

7.6		ArcGIS Knowledge Server - Perpetual License Prices	
	180566	ArcGIS Knowledge Server Up to Four Cores Perpetual License	\$18,887.00
	181717	ArcGIS Knowledge Server Additional Core (up to 32 per server) Perpetual License	\$4,722.00
	181830	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Perpetual License	\$2,361.00
7.6		ArcGIS Knowledge Server - Maintenance Prices	
	180567	ArcGIS Knowledge Server Up to Four Cores Maintenance	\$5,555.00
	181796	ArcGIS Knowledge Server Additional Core (up to 32 per server) Maintenance	\$1,389.00
	181831	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Maintenance	\$692.00
7.6		ArcGIS Knowledge Server - Subscription Prices	
	180564	ArcGIS Knowledge Server Up to Four Cores Annual Subscription	\$11,332.00
	181836	ArcGIS Knowledge Server Up to Four Cores 90 Day License	\$5,666.00
	181833	ArcGIS Knowledge Server Up to Four Cores 30 Day License	\$2,167.00
	181718	ArcGIS Knowledge Server Additional Core (up to 32 per server) Annual Subscription	\$2,833.00
	181837	ArcGIS Knowledge Server Additional Core (up to 32 per server) 90 Day License	\$1,417.00
	181834	ArcGIS Knowledge Server Additional Core (up to 32 per server) 30 Day License	\$536.00
	181832	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Annual Subscription	\$1,417.00
	181838	ArcGIS Knowledge Server Additional Core (more than 32 per Server) 90 Day License	\$708.00
	181835	ArcGIS Knowledge Server Additional Core (more than 32 per Server) 30 Day License	\$279.00
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	\$64,388.00
	186257	ArcGIS Image Services on Kubernetes up to 64 Additional vCPUs Annual Subscription	\$32,194.00
8		ArcGIS Image Services on Kubernetes Staging Server - Annual Subscription Prices	
	186258	ArcGIS Image Services on Kubernetes up to 64 vCPUs Staging Annual Subscription	\$37,001.00
	186259	ArcGIS Image Services on Kubernetes up to 64 Additional vCPUs Staging Annual Subscription	\$18,501.00
ArcGIS Enterprise - Staging Servers			
9		ArcGIS Enterprise Staging Server - Perpetual License Prices	
	160588	ArcGIS Enterprise Advanced Up to Four Cores Staging Server Perpetual License	\$21,708.00
	160590	ArcGIS Enterprise Standard Up to Four Cores Staging Server Perpetual License	\$10,854.00
9		ArcGIS Enterprise Staging Server - Maintenance Prices	
	161429	ArcGIS Enterprise Advanced Up to Four Cores Staging Server Maintenance	\$5,555.00
	161430	ArcGIS Enterprise Standard Up to Four Cores Staging Server Maintenance	\$2,778.00
9		ArcGIS Enterprise Staging Server - Subscription Prices	
	160930	ArcGIS Enterprise Advanced Up to Four Cores Staging Server Annual Subscription	\$13,025.00
	160932	ArcGIS Enterprise Standard Up to Four Cores Staging Server Annual Subscription	\$6,512.00
9		ArcGIS Enterprise on Kubernetes Staging Server - Annual Subscription Prices	
	172182	ArcGIS Enterprise on Kubernetes Up to 64 vCPU Staging Annual Subscription	\$49,335.00
	183684	ArcGIS Enterprise on Kubernetes Up to 64 Additional vCPUs Staging Annual Subscription	\$37,001.00
		ArcGIS Monitor Staging Server - Perpetual License Prices	
	162072	ArcGIS Monitor for ArcGIS Server Up to Four Cores Staging Server Perpetual License	\$5,428.00
	162074	ArcGIS Monitor for ArcGIS Server Additional Core Staging Server Perpetual License	\$272.00
		ArcGIS Monitor Staging Server - Maintenance Prices	
	162073	ArcGIS Monitor for ArcGIS Server Up to Four Cores Staging Server Maintenance	\$1,389.00
	162075	ArcGIS Monitor for ArcGIS Server Additional Core Staging Server Maintenance	\$70.00

		ArcGIS Monitor Staging Server - Subscription Prices	
	162076	ArcGIS Monitor for ArcGIS Server Up to Four Cores Staging Server Annual Subscription	\$2,172.00
	162077	ArcGIS Monitor for ArcGIS Server Additional Core Staging Server Annual Subscription	\$272.00
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	\$21,708.00
	160904	ArcGIS GIS Server Advanced Additional Cores Staging Server Perpetual License	\$5,428.00
	160615	ArcGIS GIS Server Standard Up to Four Cores Staging Server Perpetual License	\$10,854.00
	161014	ArcGIS GIS Server Standard Additional Cores Staging Server Perpetual License	\$2,714.00
	160604	ArcGIS GIS Server Basic Up to Four Cores Staging Server Perpetual License	\$5,428.00
	161032	ArcGIS GIS Server Basic Additional Cores Staging Server Perpetual License	\$1,357.00
10		ArcGIS GIS Server Staging Server - Maintenance Prices	
	161436	ArcGIS GIS Server Advanced Up to Four Cores Staging Server Maintenance	\$5,555.00
	161455	ArcGIS GIS Server Advanced Additional Cores Staging Server Maintenance	\$1,389.00
	161448	ArcGIS GIS Server Standard Up to Four Cores Staging Server Maintenance	\$2,778.00
	161456	ArcGIS GIS Server Standard Additional Cores Staging Server Maintenance	\$692.00
	161439	ArcGIS GIS Server Basic Up to Four Cores Staging Server Maintenance	\$1,667.00
	161461	ArcGIS GIS Server Basic Additional Cores Staging Server Maintenance	\$404.00
10		ArcGIS GIS Server Staging Server - Subscription Prices	
	160943	ArcGIS GIS Server Advanced Up to Four Cores Staging Server Annual Subscription	\$13,025.00
	160944	ArcGIS GIS Server Advanced Up to Four Cores Staging Server 90 Day License	\$6,512.00
	160942	ArcGIS GIS Server Advanced Up to Four Cores Staging Server 30 Day License	\$2,541.00
	160955	ArcGIS GIS Server Standard Up to Four Cores Staging Server Annual Subscription	\$6,512.00
	160956	ArcGIS GIS Server Standard Up to Four Cores Staging Server 90 Day License	\$3,256.00
	160954	ArcGIS GIS Server Standard Up to Four Cores Staging Server 30 Day License	\$1,234.00
	160948	ArcGIS GIS Server Basic Up to Four Cores Staging Server Annual Subscription	\$3,256.00
	160950	ArcGIS GIS Server Basic Up to Four Cores Staging Server 90 Day License	\$1,628.00
	160946	ArcGIS GIS Server Basic Up to Four Cores Staging Server 30 Day License	\$651.00
	160816	ArcGIS GIS Server Advanced Additional Core Staging Server Annual Subscription	\$3,256.00
	160556	ArcGIS GIS Server Advanced Additional Core Staging Server 90 Day License	\$1,628.00
	160555	ArcGIS GIS Server Advanced Additional Core Staging Server 30 Day License	\$617.00
	160820	ArcGIS GIS Server Standard Additional Core Staging Server Annual Subscription	\$1,628.00
	160564	ArcGIS GIS Server Standard Additional Core Staging Server 90 Day License	\$814.00
	160563	ArcGIS GIS Server Standard Additional Core Staging Server 30 Day License	\$297.00
	160818	ArcGIS GIS Server Basic Additional Core Staging Server Annual Subscription	\$814.00
	160560	ArcGIS GIS Server Basic Additional Core Staging Server 90 Day License	\$395.00
	160558	ArcGIS GIS Server Basic Additional Core Staging Server 30 Day License	\$164.00
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	\$5,428.00
	161023	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,357.00
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	\$1,389.00
	161473	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$328.00
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	\$3,256.00
	161121	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,628.00
	161119	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$651.00
	160827	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$814.00
	160570	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$395.00
	160569	ArcGIS Data Interoperability for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$164.00
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	\$5,428.00
	161080	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,357.00
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	\$1,389.00
	161463	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$328.00
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	\$3,256.00
	160986	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,628.00
	160984	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$651.00
	160882	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$814.00
	160824	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$395.00
	160823	ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$164.00
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	\$5,428.00
	161026	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Staging Server Perpetual License	\$1,357.00
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	\$1,389.00
	161465	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Staging Server Maintenance	\$328.00
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	\$3,256.00
	161001	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Staging Server 90 Day License	\$1,628.00
	160999	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Staging Server 30 Day License	\$651.00
	160885	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Staging Server Annual Subscription	\$814.00
	160832	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Staging Server 90 Day License	\$395.00
	160831	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Staging Server 30 Day License	\$164.00
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	\$5,428.00
	153562	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,357.00
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	\$1,389.00
	153592	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$328.00
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	\$3,256.00
	153570	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,628.00
	153569	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$651.00
	153574	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$814.00
	153573	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$395.00
	153572	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$164.00
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	\$5,428.00
	161049	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Perpetual License	\$1,357.00
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	\$1,389.00
	161466	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Maintenance	\$328.00
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	\$3,256.00
	161010	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,628.00
	161008	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$651.00
	160807	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$814.00
	160546	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$395.00
	160545	ArcGIS Workflow Manager (Classic) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$164.00
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	\$5,428.00
	161114	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,357.00
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	\$1,389.00
	161469	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$328.00
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	\$3,256.00
	160992	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,628.00
	160990	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$651.00
	160066	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$814.00
	160067	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$395.00
	160065	ArcGIS Maritime for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$164.00
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	\$5,428.00
	161109	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,357.00
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	\$1,389.00
	161462	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Maintenance	\$328.00
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	\$3,256.00
	160959	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,628.00

	160957	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$651.00
	160540	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$814.00
	160171	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$395.00
	160170	ArcGIS Defense Mapping for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$164.00
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	\$5,428.00
	161099	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,357.00
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	\$1,389.00
	161475	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$328.00
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	\$3,256.00
	160980	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,628.00
	160978	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$651.00
	160543	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$814.00
	160177	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$395.00
	160176	ArcGIS Production Mapping for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$164.00
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	\$5,428.00
	161085	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,357.00
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	\$1,389.00
	161471	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$328.00
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	\$3,256.00
	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	\$1,628.00
	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	\$651.00

	160833	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$814.00
	160574	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$395.00
	160573	ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$164.00
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	\$5,428.00
	162520	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,357.00
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	\$1,389.00
	162632	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$328.00
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	\$3,256.00
	162642	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,628.00
	162640	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$651.00
	162645	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$814.00
	162643	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$395.00
	162641	ArcGIS Utility Network Management for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$164.00
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	\$5,428.00
	167436	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,357.00
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	\$1,389.00
	167462	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Maintenance	\$328.00
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	\$3,256.00
	167453	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,628.00
	167452	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$651.00
	167440	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$814.00

	167457	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$395.00
	167456	ArcGIS LocateXT for ArcGIS GIS Server Standard or Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$164.00
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	\$5,428.00
	181780	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,357.00
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	\$1,389.00
	181823	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Maintenance	\$328.00
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	\$3,256.00
	181778	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,628.00
	181779	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$651.00
	181781	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$814.00
	181782	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$395.00
	181783	ArcGIS Aviation Airports for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$164.00
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	\$5,428.00
	181751	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Perpetual License	\$1,357.00
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	\$1,389.00
	181815	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Maintenance	\$328.00
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	\$3,256.00
	181749	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server 90 Day License	\$1,628.00
	181750	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Up to Four Cores Staging Server 30 Day License	\$651.00
	181752	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server Annual Subscription	\$814.00
	181753	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server 90 Day License	\$395.00
	181754	ArcGIS Aviation Charting for ArcGIS GIS Server Advanced (Windows Only) Additional Core Staging Server 30 Day License	\$164.00
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	\$10,854.00
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	\$16,281.00
	154785	ArcGIS Enterprise Standard Staging Server Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$5,428.00
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	\$10,854.00
	154855	ArcGIS GIS Server Advanced Staging Server Additional Cores Upgrade from ArcGIS GIS Server Standard Staging Server	\$2,714.00
	154847	ArcGIS GIS Server Advanced Staging Server Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$16,281.00
	154853	ArcGIS GIS Server Advanced Staging Server Additional Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$4,070.00
	154845	ArcGIS GIS Server Standard Staging Server Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$5,428.00
	154851	ArcGIS GIS Server Standard Staging Server Additional Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$1,357.00
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	\$10,854.00
	160039	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Staging Server Perpetual License	\$2,714.00
	160143	ArcGIS GeoAnalytics Server Additional Core (more than 32 per server) Staging Server Perpetual License	\$1,357.00
12		ArcGIS GeoAnalytics Server Staging Server - Maintenance Prices	
	161433	ArcGIS GeoAnalytics Server Up to Four Cores Staging Server Maintenance	\$2,778.00
	161459	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Staging Server Maintenance	\$692.00
	161477	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$328.00
12		ArcGIS GeoAnalytics Server Staging Server - Subscription Prices	
	160964	ArcGIS GeoAnalytics Server Up to Four Cores Staging Server Annual Subscription	\$6,512.00
	160965	ArcGIS GeoAnalytics Server Up to Four Cores Staging Server 90 Day License	\$3,256.00
	160963	ArcGIS GeoAnalytics Server Up to Four Cores Staging Server 30 Day License	\$1,234.00
	160822	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Staging Server Annual Subscription	\$1,628.00
	160568	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Staging Server 90 Day License	\$814.00
	160567	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Staging Server 30 Day License	\$297.00
	160887	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Staging Server Annual Subscription	\$814.00

	160873	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Staging Server 90 Day License	\$395.00
	160872	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Staging Server 30 Day License	\$164.00
12.1		ArcGIS GeoEvent Server Staging Server - Perpetual License Prices	
	160596	ArcGIS GeoEvent Server Up to Four Cores Staging Server Perpetual License	\$10,854.00
	161091	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Staging Server Perpetual License	\$2,714.00
	160642	ArcGIS GeoEvent Server Additional Core (more than 32 per server) Staging Server Perpetual License	\$1,357.00
12.1		ArcGIS GeoEvent Server Staging Server - Maintenance Prices	
	161434	ArcGIS GeoEvent Server Up to Four Cores Staging Server Maintenance	\$2,778.00
	161454	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Staging Server Maintenance	\$692.00
	161478	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$328.00
12.1		ArcGIS GeoEvent Server Staging Server - Subscription Prices	
	160967	ArcGIS GeoEvent Server Up to Four Cores Staging Server Annual Subscription	\$6,512.00
	160971	ArcGIS GeoEvent Server Up to Four Cores Staging Server 90 Day License	\$3,256.00
	160970	ArcGIS GeoEvent Server Up to Four Cores Staging Server 30 Day License	\$1,234.00
	160877	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Staging Server Annual Subscription	\$1,628.00
	160881	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Staging Server 90 Day License	\$814.00
	160880	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Staging Server 30 Day License	\$297.00
	160892	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Staging Server Annual Subscription	\$814.00
	160893	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Staging Server 90 Day License	\$395.00
	160891	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Staging Server 30 Day License	\$164.00
12.2		ArcGIS Image Server Staging Server - Perpetual License Prices	
	160598	ArcGIS Image Server Up to Four Cores Staging Server Perpetual License	\$10,854.00
	161057	ArcGIS Image Server Additional Core (up to 32 per server) Staging Server Perpetual License	\$2,714.00
	160044	ArcGIS Image Server Additional Core (more than 32 per server) Staging Server Perpetual License	\$1,357.00
12.2		ArcGIS Image Server Staging Server - Maintenance Prices	
	161435	ArcGIS Image Server Up to Four Cores Staging Server Maintenance	\$2,778.00
	161460	ArcGIS Image Server Additional Core (up to 32 per server) Staging Server Maintenance	\$692.00
	161479	ArcGIS Image Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$328.00
12.2		ArcGIS Image Server Staging Server - Subscription Prices	
	160937	ArcGIS Image Server Up to Four Cores Staging Server Annual Subscription	\$6,512.00
	160938	ArcGIS Image Server Up to Four Cores Staging Server 90 Day License	\$3,256.00
	160936	ArcGIS Image Server Up to Four Cores Staging Server 30 Day License	\$1,234.00
	160814	ArcGIS Image Server Additional Core (up to 32 per server) Staging Server Annual Subscription	\$1,628.00
	160552	ArcGIS Image Server Additional Core (up to 32 per server) Staging Server 90 Day License	\$814.00

	160551	ArcGIS Image Server Additional Core (up to 32 per server) Staging Server 30 Day License	\$297.00
	160875	ArcGIS Image Server Additional Core (more than 32 per Server) Staging Server Annual Subscription	\$814.00
	160812	ArcGIS Image Server Additional Core (more than 32 per Server) Staging Server 90 Day License	\$395.00
	160811	ArcGIS Image Server Additional Core (more than 32 per Server) Staging Server 30 Day License	\$164.00
12.3		ArcGIS Notebook Server Advanced Staging Server - Perpetual License Prices	
	168135	ArcGIS Notebook Server Advanced Up to Four Cores Staging Server Perpetual License	\$10,854.00
	168136	ArcGIS Notebook Server Advanced Additional Core (up to 32 per Server) Staging Server Perpetual License	\$2,714.00
	168137	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Staging Server Perpetual License	\$1,357.00
12.3		ArcGIS Notebook Server Advanced Staging Server - Maintenance Prices	
	168147	ArcGIS Notebook Server Advanced Up to Four Cores Staging Server Maintenance	\$2,778.00
	168148	ArcGIS Notebook Server Advanced Additional Core (up to 32 per Server) Staging Server Maintenance	\$692.00
	168149	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Staging Server Maintenance	\$328.00
12.3		ArcGIS Notebook Server Advanced Staging Server - Subscription Prices	
	168144	ArcGIS Notebook Server Advanced Up to Four Cores Staging Server Annual Subscription	\$6,512.00
	168141	ArcGIS Notebook Server Advanced Up to Four Cores Staging Server 90 Day License	\$3,256.00
	168138	ArcGIS Notebook Server Advanced Up to Four Cores Staging Server 30 Day License	\$1,234.00
	168145	ArcGIS Notebook Server Advanced Additional Core (up to 32 per Server) Staging Server Annual Subscription	\$1,628.00
	168142	ArcGIS Notebook Server Advanced Additional Core (up to 32 per Server) Staging Server 90 Day License	\$814.00
	168139	ArcGIS Notebook Server Advanced Additional Core (up to 32 per Server) Staging Server 30 Day License	\$297.00
	168146	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Staging Server Annual Subscription	\$814.00
	168143	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Staging Server 90 Day License	\$395.00
	168140	ArcGIS Notebook Server Advanced Additional Core (more than 32 per Server) Staging Server 30 Day License	\$164.00
12.4		ArcGIS Mission Server Staging Server - Perpetual License Prices	
	172558	ArcGIS Mission Server Up to Four Cores Staging Server Perpetual License	\$10,854.00
	172559	ArcGIS Mission Server Additional Core (up to 32 per server) Staging Server Perpetual License	\$2,714.00
	172560	ArcGIS Mission Server Additional Core (more than 32 per server) Staging Server Perpetual License	\$1,357.00
12.4		ArcGIS Mission Server Staging Server - Maintenance Prices	
	172570	ArcGIS Mission Server Up to Four Cores Staging Server Maintenance	\$2,778.00
	172571	ArcGIS Mission Server Additional Core (up to 32 per server) Staging Server Maintenance	\$692.00
	172572	ArcGIS Mission Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$328.00
12.4		ArcGIS Mission Server Staging Server - Subscription Prices	
	172567	ArcGIS Mission Server Up to Four Cores Staging Server Annual Subscription	\$6,512.00
	172564	ArcGIS Mission Server Up to Four Cores Staging Server 90 Day License	\$3,256.00

	172561	ArcGIS Mission Server Up to Four Cores Staging Server 30 Day License	\$1,234.00
	172568	ArcGIS Mission Server Additional Core (up to 32 per server) Staging Server Annual Subscription	\$1,628.00
	172565	ArcGIS Mission Server Additional Core (up to 32 per server) Staging Server 90 Day License	\$814.00
	172562	ArcGIS Mission Server Additional Core (up to 32 per server) Staging Server 30 Day License	\$297.00
	172569	ArcGIS Mission Server Additional Core (more than 32 per Server) Staging Server Annual Subscription	\$814.00
	172566	ArcGIS Mission Server Additional Core (more than 32 per Server) Staging Server 90 Day License	\$395.00
	172563	ArcGIS Mission Server Additional Core (more than 32 per Server) Staging Server 30 Day License	\$164.00
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	\$10,854.00
	177530	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per Server) Staging Server Perpetual License	\$2,714.00
	177529	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Staging Server Perpetual License	\$1,357.00
12.5		ArcGIS Workflow Manager Server Advanced Staging Server - Maintenance Prices	
	177588	ArcGIS Workflow Manager Server Advanced Up to Four Cores Staging Server Maintenance	\$2,778.00
	177590	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per Server) Staging Server Maintenance	\$692.00
	177589	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Staging Server Maintenance	\$328.00
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	\$6,512.00
	177567	ArcGIS Workflow Manager Server Advanced Up to Four Cores Staging Server 90 Day License	\$3,256.00
	177555	ArcGIS Workflow Manager Server Advanced Up to Four Cores Staging Server 30 Day License	\$1,234.00
	177569	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) Staging Server Annual Subscription	\$1,628.00
	177571	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) Staging Server 90 Day License	\$814.00
	177557	ArcGIS Workflow Manager Server Advanced Additional Core (up to 32 per server) Staging Server 30 Day License	\$297.00
	177568	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Staging Server Annual Subscription	\$814.00
	177570	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Staging Server 90 Day License	\$395.00
	177556	ArcGIS Workflow Manager Server Advanced Additional Core (more than 32 per Server) Staging Server 30 Day License	\$164.00
12.6		ArcGIS Knowledge Server Staging Server - Perpetual License Prices	
	182423	ArcGIS Knowledge Server Up to Four Cores Staging Server Perpetual License	\$10,854.00
	182467	ArcGIS Knowledge Server Additional Core (up to 32 per server) Staging Server Perpetual License	\$2,714.00
	182468	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Staging Server Perpetual License	\$1,357.00

12.6		ArcGIS Knowledge Server Staging Server - Maintenance Prices	
	182469	ArcGIS Knowledge Server Up to Four Cores Staging Server Maintenance	\$2,778.00
	182470	ArcGIS Knowledge Server Additional Core (up to 32 per server) Staging Server Maintenance	\$692.00
	182471	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$328.00
12.6		ArcGIS Knowledge Server Staging Server - Subscription Prices	
	182472	ArcGIS Knowledge Server Up to Four Cores Staging Server Annual Subscription	\$6,512.00
	182478	ArcGIS Knowledge Server Up to Four Cores Staging Server 90 Day License	\$3,256.00
	182475	ArcGIS Knowledge Server Up to Four Cores Staging Server 30 Day License	\$1,234.00
	182473	ArcGIS Knowledge Server Additional Core (up to 32 per server) Staging Server Annual Subscription	\$1,628.00
	182479	ArcGIS Knowledge Server Additional Core (up to 32 per server) Staging Server 90 Day License	\$814.00
	182476	ArcGIS Knowledge Server Additional Core (up to 32 per server) Staging Server 30 Day License	\$297.00
	182474	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Staging Server Annual Subscription	\$814.00
	182480	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Staging Server 90 Day License	\$395.00
	182477	ArcGIS Knowledge Server Additional Core (more than 32 per Server) Staging Server 30 Day License	\$164.00
ArcGIS Enterprise User Types, User Type Extensions, and Apps			
13		ArcGIS Enterprise User Types - Perpetual License Prices	
	154251	ArcGIS Enterprise Creator Perpetual License	\$2,222.00
	166966	ArcGIS Enterprise Editor Perpetual License	\$884.00
	166967	ArcGIS Enterprise Mobile Worker Perpetual License	\$1,540.00
	166968	ArcGIS Enterprise GIS Professional Basic User Type Perpetual License	\$3,106.00
	166969	ArcGIS Enterprise GIS Professional Standard User Type Perpetual License	\$7,777.00
	166970	ArcGIS Enterprise GIS Professional Advanced User Type Perpetual License	\$10,959.00
13		ArcGIS Enterprise User Types - Maintenance Prices	
	154097	ArcGIS Enterprise Creator Maintenance	\$556.00
	167257	ArcGIS Enterprise Editor Maintenance	\$222.00
	167258	ArcGIS Enterprise Mobile Worker Maintenance	\$389.00
	167259	ArcGIS Enterprise GIS Professional Basic User Type Maintenance	\$758.00
	167260	ArcGIS Enterprise GIS Professional Standard User Type Maintenance	\$2,778.00
	167261	ArcGIS Enterprise GIS Professional Advanced User Type Maintenance	\$3,838.00
13		ArcGIS Enterprise User Types - Annual Subscription Prices	
	154252	ArcGIS Enterprise Creator Annual Subscription	\$556.00
	166893	ArcGIS Enterprise Editor Annual Subscription	\$222.00
	166894	ArcGIS Enterprise Mobile Worker Annual Subscription	\$389.00
	166895	ArcGIS Enterprise GIS Professional Basic User Type Annual Subscription	\$773.00
	166896	ArcGIS Enterprise GIS Professional Standard User Type Annual Subscription	\$3,055.00
	166897	ArcGIS Enterprise GIS Professional Advanced User Type Annual Subscription	\$4,192.00
13.1		ArcGIS Enterprise on Kubernetes User Types - Annual Subscription Prices	
	183686	ArcGIS Enterprise on Kubernetes Viewer Annual Subscription	\$111.00
	183687	ArcGIS Enterprise on Kubernetes Creator Annual Subscription	\$556.00

13.2		ArcGIS Enterprise User Type Extensions - Perpetual License Prices	
	173300	ArcGIS Utility Network User Type Extension for ArcGIS Enterprise Perpetual License	\$1,111.00
	173294	ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise Perpetual License	\$1,111.00
	174947	ArcGIS Workflow Manager User Type Extension for ArcGIS Enterprise Perpetual License	\$1,010.00
	165650	ArcGIS Trace Network User Type Extension for ArcGIS Enterprise Perpetual License	\$1,111.00
	182315	Location Sharing User Type Extension for ArcGIS Enterprise Perpetual License	\$333.00
13.2		ArcGIS Enterprise User Type Extensions - Maintenance Prices	
	173311	ArcGIS Utility Network User Type Extension for ArcGIS Enterprise Maintenance	\$222.00
	173295	ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise Maintenance	\$222.00
	174948	ArcGIS Workflow Manager User Type Extension for ArcGIS Enterprise Maintenance	\$202.00
	165651	ArcGIS Trace Network User Type Extension for ArcGIS Enterprise Maintenance	\$222.00
	182316	Location Sharing User Type Extension for ArcGIS Enterprise Maintenance	\$66.00
13.2		ArcGIS Enterprise User Type Extensions - Annual Subscription Prices	
	173298	ArcGIS Utility Network User Type Extension for ArcGIS Enterprise Annual Subscription	\$222.00
	173292	ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise Annual Subscription	\$222.00
	174945	ArcGIS Workflow Manager User Type Extension for ArcGIS Enterprise Annual Subscription	\$202.00
	165649	ArcGIS Trace Network User Type Extension for ArcGIS Enterprise Annual Subscription	\$222.00
	182311	Location Sharing User Type Extension for ArcGIS Enterprise Annual Subscription	\$66.00
13.3		ArcGIS Enterprise Apps - Perpetual License Prices	
	166981	ArcGIS Pro Basic (Add-on App) for ArcGIS Enterprise Creator User Type Perpetual License	\$1,667.00
	166982	ArcGIS Pro Standard (Add-on App) for ArcGIS Enterprise Creator User Type Perpetual License	\$7,777.00
	166983	ArcGIS Pro Advanced (Add-on App) for ArcGIS Enterprise Creator User Type Perpetual License	\$10,984.00
	167943	ArcGIS Excalibur for ArcGIS Enterprise Perpetual License	\$2,222.00
	166980	ArcGIS Collector for ArcGIS Enterprise Perpetual License	\$263.00
	182313	ArcGIS Field Maps for ArcGIS Enterprise Perpetual License	\$263.00
	154296	ArcGIS GeoPlanner for ArcGIS Enterprise Perpetual License	\$2,222.00
	153391	ArcGIS Insights in ArcGIS Enterprise Perpetual License	\$2,222.00
	173138	ArcGIS Mission Manager for ArcGIS Enterprise Perpetual License	\$2,222.00
	154292	ArcGIS Navigator for ArcGIS Enterprise Perpetual License	\$263.00
	166979	ArcGIS Survey123 for ArcGIS Enterprise Perpetual License	\$263.00
	169050	ArcGIS QuickCapture for ArcGIS Enterprise Perpetual License	\$263.00
	166978	ArcGIS Workforce for ArcGIS Enterprise Perpetual License	\$263.00
13.3		ArcGIS Enterprise Apps - Maintenance Prices	
	167272	ArcGIS Pro Basic (Add-on App) for ArcGIS Enterprise Creator User Type Maintenance	\$556.00
	167273	ArcGIS Pro Standard (Add-on App) for ArcGIS Enterprise Creator User Type Maintenance	\$2,828.00
	167274	ArcGIS Pro Advanced (Add-on App) for ArcGIS Enterprise Creator User Type Maintenance	\$3,990.00
	167947	ArcGIS Excalibur for ArcGIS Enterprise Maintenance	\$556.00
	167271	ArcGIS Collector for ArcGIS Enterprise Maintenance	\$66.00
	182314	ArcGIS Field Maps for ArcGIS Enterprise Maintenance	\$66.00
	153470	ArcGIS GeoPlanner for ArcGIS Enterprise Maintenance	\$556.00
	154300	ArcGIS Insights in ArcGIS Enterprise Maintenance	\$556.00
	173139	ArcGIS Mission Manager for ArcGIS Enterprise Maintenance	\$556.00

	154866	ArcGIS Navigator for ArcGIS Enterprise Maintenance	\$66.00
	167270	ArcGIS Survey123 for ArcGIS Enterprise Maintenance	\$66.00
	169051	ArcGIS QuickCapture for ArcGIS Enterprise Maintenance	\$66.00
	167269	ArcGIS Workforce for ArcGIS Enterprise Maintenance	\$66.00
13.3		ArcGIS Enterprise Apps - Annual Subscription Prices	
	166933	ArcGIS Pro Basic (Add-on App) for ArcGIS Enterprise Creator User Type Annual Subscription	\$556.00
	166934	ArcGIS Pro Standard (Add-on App) for ArcGIS Enterprise Creator User Type Annual Subscription	\$2,828.00
	166935	ArcGIS Pro Advanced (Add-on App) for ArcGIS Enterprise Creator User Type Annual Subscription	\$3,990.00
	167929	ArcGIS Excalibur for ArcGIS Enterprise Annual Subscription	\$556.00
	166932	ArcGIS Collector for ArcGIS Enterprise Annual Subscription	\$66.00
	182289	ArcGIS Field Maps for ArcGIS Enterprise Annual Subscription	\$66.00
	180428	ArcGIS Drone2Map Standard for ArcGIS Enterprise Annual Subscription	\$1,768.00
	180429	ArcGIS Drone2Map Advanced for ArcGIS Enterprise Annual Subscription	\$3,535.00
	154297	ArcGIS GeoPlanner for ArcGIS Enterprise Annual Subscription	\$556.00
	154332	ArcGIS Insights in ArcGIS Enterprise Annual Subscription	\$556.00
	173258	ArcGIS Mission Manager for ArcGIS Enterprise Annual Subscription	\$556.00
	154293	ArcGIS Navigator for ArcGIS Enterprise Annual Subscription	\$66.00
	166931	ArcGIS Survey123 for ArcGIS Enterprise Annual Subscription	\$66.00
	169018	ArcGIS QuickCapture for ArcGIS Enterprise Annual Subscription	\$66.00
	166790	ArcGIS Workforce for ArcGIS Enterprise Annual Subscription	\$66.00
	185889	ArcGIS AllSource for ArcGIS Enterprise Annual Subscription	\$5,921.00
13.4		ArcGIS Enterprise App Bundles - Perpetual License Prices	
	166974	ArcGIS Enterprise Essential Apps Bundle Perpetual License	\$202.00
	166975	ArcGIS Enterprise Field Apps Bundle Perpetual License	\$667.00
	166976	ArcGIS Enterprise Office Apps Bundle Perpetual License	\$444.00
13.4		ArcGIS Enterprise App Bundles - Maintenance Prices	
	167265	ArcGIS Enterprise Essential Apps Bundle Maintenance	\$56.00
	167266	ArcGIS Enterprise Field Apps Bundle Maintenance	\$167.00
	167267	ArcGIS Enterprise Office Apps Bundle Maintenance	\$111.00
13.4		ArcGIS Enterprise App Bundles - Annual Subscription Prices	
	166901	ArcGIS Enterprise Essential Apps Bundle Annual Subscription	\$56.00
	166902	ArcGIS Enterprise Field Apps Bundle Annual Subscription	\$167.00
	166903	ArcGIS Enterprise Office Apps Bundle Annual Subscription	\$111.00
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	\$2,778.00
	166985	ArcGIS Data Interoperability for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,778.00
	166986	ArcGIS Data Reviewer for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,778.00
	166987	ArcGIS Geostatistical Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,778.00
	166988	ArcGIS Network Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,778.00

	166989	ArcGIS Publisher for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,778.00
	166990	ArcGIS Spatial Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,778.00
	166992	ArcGIS Workflow Manager for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,778.00
	166991	ArcGIS Image Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,778.00
	166993	ArcGIS LocateXT for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$2,778.00
	166994	ArcGIS Pro Extensions for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$8,333.00
	174914	ArcGIS Aviation Airports for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$5,555.00
	185559	ArcGIS Bathymetry for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$5,555.00
	180803	ArcGIS Aviation Charting for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$11,110.00
	166995	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$11,110.00
	174918	ArcGIS Defense Mapping for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$11,110.00
	174916	ArcGIS Production Mapping for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$11,110.00
	180801	ArcGIS Roads and Highways (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$11,110.00
	178808	ArcGIS Maritime for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$11,110.00
	180349	ArcGIS Indoors for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	\$11,110.00
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	\$556.00
	167276	ArcGIS Data Interoperability for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$556.00
	167277	ArcGIS Data Reviewer for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$556.00
	167278	ArcGIS Geostatistical Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$556.00
	167279	ArcGIS Network Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$556.00
	167280	ArcGIS Publisher for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$556.00
	167281	ArcGIS Spatial Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$556.00
	167283	ArcGIS Workflow Manager for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$556.00
	167282	ArcGIS Image Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$556.00
	167284	ArcGIS LocateXT for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$556.00

	167285	ArcGIS Pro Extensions for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$1,389.00
	174915	ArcGIS Aviation Airports for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$1,389.00
	185560	ArcGIS Bathymetry for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$1,389.00
	180804	ArcGIS Aviation Charting for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$2,778.00
	167286	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$2,778.00
	174919	ArcGIS Defense Mapping for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$2,778.00
	174917	ArcGIS Production Mapping for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$2,778.00
	180802	ArcGIS Roads and Highways (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$2,778.00
	178809	ArcGIS Maritime for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$2,778.00
	180350	ArcGIS Indoors for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Maintenance	\$2,778.00
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	\$657.00
	166942	ArcGIS Data Interoperability for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$657.00
	166943	ArcGIS Data Reviewer for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$657.00
	166944	ArcGIS Geostatistical Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$657.00
	166945	ArcGIS Network Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$657.00
	166946	ArcGIS Publisher for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$657.00
	166947	ArcGIS Spatial Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$657.00
	166950	ArcGIS Workflow Manager for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$657.00
	166949	ArcGIS Image Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$657.00
	166951	ArcGIS LocateXT for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$657.00
	166953	ArcGIS Pro Extensions for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$1,970.00
	174921	ArcGIS Aviation Airports for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$2,197.00
	185558	ArcGIS Bathymetry for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$2,197.00
	180727	ArcGIS Aviation Charting for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$4,394.00
	166956	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$4,394.00

	174923	ArcGIS Production Mapping for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$4,394.00
	174925	ArcGIS Defense Mapping for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$4,394.00
	180726	ArcGIS Roads and Highways (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$4,394.00
	178806	ArcGIS Maritime for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$4,394.00
	180348	ArcGIS Indoors for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	\$4,394.00
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	\$1,111.00
	173380	ArcGIS Runtime Analysis Extension for ArcGIS Enterprise Maintenance	\$222.00
	173377	ArcGIS Runtime Analysis Extension for ArcGIS Enterprise Annual Subscription	\$222.00
ArcGIS Online User Types, User Type Extensions, Apps, and Extensions			
14		ArcGIS Online User Types - Annual Subscription Prices	
	153147	ArcGIS Online Viewer Annual Subscription	\$111.00
	153148	ArcGIS Online Creator Annual Subscription	\$556.00
	165531	ArcGIS Online Editor Annual Subscription	\$222.00
	165533	ArcGIS Online Mobile Worker Annual Subscription	\$389.00
	165535	ArcGIS Online GIS Professional Basic User Type Annual Subscription	\$773.00
	165536	ArcGIS Online GIS Professional Standard User Type Annual Subscription	\$3,055.00
	165537	ArcGIS Online GIS Professional Advanced User Type Annual Subscription	\$4,192.00
	153418	ArcGIS Online Credits; Block of 1,000	\$121.00
14.1		ArcGIS Online User Type Extensions - Annual Subscription Prices	
	165666	ArcGIS Image User Type Extension for ArcGIS Online Annual Subscription	\$778.00
	179339	ArcGIS GeoBIM User Type Extension for ArcGIS Online Annual Subscription	\$202.00
	182294	Location Sharing User Type Extension for ArcGIS Online Annual Subscription	\$66.00
14.2		ArcGIS Online Apps - Annual Subscription Prices	
	165553	ArcGIS Pro Advanced (Add-on App) for ArcGIS Online Creator User Type Annual Subscription	\$3,990.00
	165552	ArcGIS Pro Standard (Add-on App) for ArcGIS Online Creator User Type Annual Subscription	\$2,828.00
	165551	ArcGIS Pro Basic (Add-on App) for ArcGIS Online Creator User Type Annual Subscription	\$556.00
	182292	ArcGIS Field Maps for ArcGIS Online Annual Subscription	\$66.00
	165547	ArcGIS Collector for ArcGIS Online Annual Subscription	\$66.00
	157007	ArcGIS Community Analyst Web App Online Annual Subscription	\$101.00
	180146	ArcGIS Drone2Map Standard for ArcGIS Online Annual Subscription	\$1,768.00
	180147	ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription	\$3,535.00
	154421	Esri Redistricting (USA Only) for ArcGIS Online Annual Subscription	\$5,000.00
	150543	ArcGIS GeoPlanner for ArcGIS Online Annual Subscription	\$556.00
	159044	ArcGIS Insights in ArcGIS Online Annual Subscription	\$556.00
	157002	ArcGIS Navigator for ArcGIS Online Annual Subscription	\$66.00
	169043	ArcGIS QuickCapture for ArcGIS Online Annual Subscription	\$66.00
	165546	ArcGIS Survey123 for ArcGIS Online Annual Subscription	\$66.00
	165545	ArcGIS Workforce for ArcGIS Online Annual Subscription	\$66.00

	167926	ArcGIS CityEngine for ArcGIS Online Annual Subscription	\$2,222.00
	178731	ArcGIS Urban Online Annual Subscription	\$3,333.00
14.3		ArcGIS Online App Bundles - Annual Subscription Prices	
	165542	ArcGIS Online Essential Apps Bundle Annual Subscription	\$56.00
	165543	ArcGIS Online Field Apps Bundle Annual Subscription	\$167.00
	165544	ArcGIS Online Office Apps Bundle Annual Subscription	\$111.00
	169044	ArcGIS Urban Suite Online Annual Subscription	\$4,444.00
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	\$657.00
	165555	ArcGIS Data Interoperability for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$657.00
	165556	ArcGIS Data Reviewer for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$657.00
	165557	ArcGIS Geostatistical Analyst for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$657.00
	165558	ArcGIS Network Analyst for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$657.00
	165559	ArcGIS Publisher for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$657.00
	165560	ArcGIS Spatial Analyst for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$657.00
	165561	ArcGIS Workflow Manager for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$657.00
	159070	ArcGIS Image Analyst for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$657.00
	166996	ArcGIS LocateXT for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$657.00
	165562	ArcGIS Pro Extensions for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$1,970.00
	165569	ArcGIS Pipeline Referencing (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$4,394.00
	165568	ArcGIS Defense Mapping for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$4,394.00
	165567	ArcGIS Production Mapping for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$4,394.00
	180725	ArcGIS Roads and Highways (Location Referencing) for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$4,394.00
	165563	ArcGIS Aviation Airports for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$2,197.00
	165565	ArcGIS Aviation Charting for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$4,394.00
	165566	ArcGIS Maritime for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$4,394.00
	180347	ArcGIS Indoors for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	\$4,394.00
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	\$222.00
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	\$5,050.00
	178623	ArcGIS Business Analyst Web App Advanced Online Annual Subscription	\$4,040.00
	178624	ArcGIS Business Analyst Standard Online Bundle Annual Subscription	\$1,111.00
	178625	ArcGIS Business Analyst Web App Standard Online Annual Subscription	\$101.00
ArcGIS Online - Premium Organizational Capabilities			
		ArcGIS Workflow Manager	
	186554	ArcGIS Workflow Manager Advanced Premium Organizational Capability Extension for ArcGIS Online Annual Subscription	\$18,029.00
	187333	ArcGIS Workflow Manager Standard Organizational Capability Extension for ArcGIS Online Annual Subscription	\$11,332.00
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	\$18,544.00
	157565	ArcGIS Online Premium Feature Data Store M-2 Annual Subscription	\$29,452.00
	157566	ArcGIS Online Premium Feature Data Store M-3 Annual Subscription	\$52,358.00
	165652	ArcGIS Online Premium Feature Data Store M-4 Annual Subscription	\$100,354.00
	157591	ArcGIS Online Premium Feature Data Store M-1 Monthly Subscription	\$1,717.00
	157592	ArcGIS Online Premium Feature Data Store M-2 Monthly Subscription	\$2,727.00
	157593	ArcGIS Online Premium Feature Data Store M-3 Monthly Subscription	\$4,848.00
	165653	ArcGIS Online Premium Feature Data Store M-4 Monthly Subscription	\$9,292.00
15.1		ArcGIS Hub	
15.1		ArcGIS Hub - Annual Subscription Prices	
	159166	ArcGIS Hub Premium ArcGIS Online Community Annual Subscription	\$10,100.00
	159168	ArcGIS Hub Premium Additional 1000 ArcGIS Online Community Creator Annual Subscription	\$1,010.00
	159169	ArcGIS Hub Premium Additional ArcGIS Online Credits	\$101.00
	159171	ArcGIS Hub Premium Unlimited ArcGIS Online Community Population Less than 1,000,000 Annual Subscription	\$40,400.00
	159173	ArcGIS Hub Premium Unlimited ArcGIS Online Community Population Greater than 1,000,000 Annual Subscription	\$80,800.00
ArcGIS Velocity - US Region			
16		ArcGIS Velocity - US Region - Annual Subscription Prices	
	165630	ArcGIS Velocity Standard US Region Annual Subscription	\$20,200.00
	165627	ArcGIS Velocity Advanced US Region Annual Subscription	\$45,450.00
	173315	ArcGIS Velocity Dedicated US Region Annual Subscription	\$90,900.00
	173317	ArcGIS Velocity Dedicated Compute Units US Region Annual Subscription	\$25,250.00
	165628	ArcGIS Velocity Advanced Storage Units US Region Annual Subscription	\$4,040.00
	173318	ArcGIS Velocity Dedicated Storage Units US Region Annual Subscription	\$10,100.00
	165629	ArcGIS Velocity Advanced Item Units US Region Annual Subscription	\$12,120.00
Site Scan for ArcGIS			
17		Site Scan for ArcGIS - Annual Subscription Prices	
	173632	Site Scan Single Access USA Hosted Annual Subscription	\$505.00
	173625	Site Scan Single Operator USA Hosted Annual Subscription	\$5,050.00

	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.	\$15,150.00
	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.	\$25,250.00
	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.	\$40,400.00
	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.	\$58,075.00
	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.	\$78,275.00
	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.	\$106,050.00
	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.	\$166,650.00
	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.	\$229,775.00
	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.	\$285,325.00
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	\$22,220.00
	181071	ArcGIS Indoors Maps for ArcGIS Online Annual Subscription	\$22,220.00
18.1		ArcGIS Indoors Spaces - Annual Subscription Prices	
	181076	ArcGIS Indoors Spaces for ArcGIS Enterprise Annual Subscription	\$11,110.00
	181077	ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription	\$11,110.00
18.2		ArcGIS IPS - Annual Subscription Prices	
	170706	ArcGIS IPS for ArcGIS Enterprise Annual Subscription	\$11,110.00
	180700	ArcGIS IPS for ArcGIS Online Annual Subscription	\$11,110.00
ArcGIS Image Dedicated			
19		ArcGIS Image Dedicated Tiled - Subscription Prices	
	165600	ArcGIS Image Dedicated Tiled Imagery Server Annual Subscription	\$16,160.00
	165605	ArcGIS Image Dedicated Tiled Imagery Additional Server Annual Subscription	\$8,080.00

	165606	ArcGIS Image Dedicated Tiled Imagery Server 90 Day License	\$6,060.00
	165607	ArcGIS Image Dedicated Tiled Imagery Additional Server 90 Day License	\$3,030.00
19.1		ArcGIS Image Dedicated Dynamic - Subscription Prices	
	165608	ArcGIS Image Dedicated Dynamic Imagery Server Annual Subscription	\$28,280.00
	165609	ArcGIS Image Dedicated Dynamic Imagery Additional Server Annual Subscription	\$14,140.00
	165612	ArcGIS Image Dedicated Dynamic Imagery Server 90 Day License	\$10,605.00
	165613	ArcGIS Image Dedicated Dynamic Imagery Additional Server 90 Day License	\$5,303.00
	165615	ArcGIS Image Dedicated Service Prepaid Plan	\$5,050.00
19.2		ArcGIS Image Dedicated Processor - Annual Subscription Prices	
	181807	ArcGIS Image Dedicated Processor Annual Subscription	\$5,050.00
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	\$28,280.00
	185471	ArcGIS Image Dedicated Dynamic Imagery Additional Server Upgrade from ArcGIS Image Dedicated Tiled Imagery Additional Server Annual Subscription	\$14,140.00
ArcGIS GeoAnalytics Engine			
20		ArcGIS GeoAnalytics Engine	
	172172	ArcGIS GeoAnalytics Engine Connected Prepaid Plan; 50,000 hours	\$17,675.00
	172181	ArcGIS GeoAnalytics Engine 10,000 Additional Hours	\$3,535.00
	183061	ArcGIS GeoAnalytics Engine Disconnected Unlimited Prepaid Plan	\$151,500.00
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	\$9,830.00
	182073	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US State Data Bundle and MPI Data Perpetual License	\$16,599.00
21		ArcGIS Business Analyst Pro for ArcGIS Enterprise - Maintenance Prices	
	182079	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US State Data Bundle Maintenance	\$9,267.00
	182083	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US State Data Bundle and MPI Data Maintenance	\$15,615.00
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	\$8,714.00
	182074	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US State Data Bundle and MPI Data Annual Subscription	\$14,698.00
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	\$8,714.00
	182090	ArcGIS Business Analyst Pro for ArcGIS Online with US State Data Bundle and MPI Data Annual Subscription	\$14,698.00
ArcGIS Business Analyst Desktop			
21.1		ArcGIS Business Analyst Desktop - Single and Concurrent Use - Perpetual License Prices	
	154565	ArcGIS Business Analyst Desktop with US State Data Bundle Single Use License	\$9,830.00

	155733	ArcGIS Business Analyst Desktop with US State Data Bundle Concurrent Use License	\$10,105.00
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	\$9,267.00
	155753	ArcGIS Business Analyst Desktop with US State Data Bundle Concurrent Use Maintenance	\$9,509.00
21.1		ArcGIS Business Analyst Desktop - Single and Concurrent Use - Annual Subscription Prices	
	154566	ArcGIS Business Analyst Desktop with US State Data Bundle Single Use Annual Subscription	\$8,714.00
21.1		ArcGIS Business Analyst Desktop with MPI Data - Single and Concurrent Use - Perpetual License Prices	
	154574	ArcGIS Business Analyst Desktop with US State Data Bundle with MPI Data Single Use License	\$16,599.00
	155738	ArcGIS Business Analyst Desktop with US State Data Bundle with MPI Data Concurrent Use License	\$17,046.00
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	\$15,615.00
	155757	ArcGIS Business Analyst Desktop with US State Data Bundle with MPI Data Concurrent Use Maintenance	\$16,054.00
21.1		ArcGIS Business Analyst Desktop with MPI Data - Single and Concurrent Use - Annual Subscription Prices	
	154575	ArcGIS Business Analyst Desktop with US State Data Bundle with MPI Data Single Use Annual Subscription	\$14,698.00
		Extended Data Users for ArcGIS Business Analyst Desktop	
21.2		Extended Data Users for ArcGIS Business Analyst Desktop - Perpetual License Prices	
	154556	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 5 Total Data Users License	\$8,928.00
	158173	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 10 Total Data Users License	\$13,736.00
	154588	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 15 Total Data Users License	\$16,483.00
	154600	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 25 Total Data Users License	\$18,887.00
	154612	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 50 Total Data Users License	\$22,321.00
	158183	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 100 Total Data Users License	\$27,815.00
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	\$8,383.00
	158213	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 10 Total Data Users Maintenance	\$12,928.00
	154672	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 15 Total Data Users Maintenance	\$15,453.00
	154678	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 25 Total Data Users Maintenance	\$17,776.00
	154684	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 50 Total Data Users Maintenance	\$21,008.00

	158219	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 100 Total Data Users Maintenance	\$26,159.00
21.2		Extended Data Users with MPI Data for ArcGIS Business Analyst Desktop and Server - Perpetual License Prices	
	154582	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 5 Total Data Users License	\$11,847.00
	158177	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 10 Total Data Users License	\$18,286.00
	154594	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 15 Total Data Users License	\$21,978.00
	154606	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 25 Total Data Users License	\$25,154.00
	154618	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 50 Total Data Users License	\$29,704.00
	158189	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 100 Total Data Users License	\$37,087.00
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	\$11,110.00
	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	\$17,170.00
	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	\$20,705.00
	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	\$23,735.00
	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	\$27,977.00
	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	\$34,845.00
21.2		Extended Data Users for ArcGIS Business Analyst Desktop - Annual Subscription Prices	
	154557	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 5 Total Data Users Annual Subscription	\$7,727.00
	158174	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 10 Total Data Users Annual Subscription	\$11,847.00
	154589	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 15 Total Data Users Annual Subscription	\$14,251.00
	154601	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 25 Total Data Users Annual Subscription	\$16,312.00
	154613	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 50 Total Data Users Annual Subscription	\$19,316.00
	158184	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 100 Total Data Users Annual Subscription	\$24,038.00
21.2		Extended Data Users with MPI Data for ArcGIS Business Analyst Desktop and Server - Annual Subscription Prices	
	154583	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 5 Total Data Users Annual Subscription	\$10,302.00
	158178	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 10 Total Data Users Annual Subscription	\$15,882.00
	154595	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 15 Total Data Users Annual Subscription	\$19,059.00

	154607	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 25 Total Data Users Annual Subscription	\$21,806.00
	154619	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 50 Total Data Users Annual Subscription	\$25,755.00
	158190	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 100 Total Data Users Annual Subscription	\$32,108.00
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	\$15,758.00
	182071	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US Regional Data Bundle and MPI Data Perpetual License	\$24,047.00
22		ArcGIS Business Analyst Pro for ArcGIS Enterprise - Maintenance Prices	
	182078	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US Regional Data Bundle Maintenance	\$14,852.00
	182082	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US Regional Data Bundle and MPI Data Maintenance	\$22,614.00
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	\$13,951.00
	182072	ArcGIS Business Analyst Pro for ArcGIS Enterprise with US Regional Data Bundle and MPI Data Annual Subscription	\$21,256.00
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	\$13,951.00
	182089	ArcGIS Business Analyst Pro for ArcGIS Online with US Regional Data Bundle and MPI Data Annual Subscription	\$21,256.00
		ArcGIS Business Analyst Desktop	
22.1		ArcGIS Business Analyst Desktop - Single and Concurrent Use - Perpetual License Prices	
	154563	ArcGIS Business Analyst Desktop with US Regional Data Bundle Single Use License	\$15,758.00
	155732	ArcGIS Business Analyst Desktop with US Regional Data Bundle Concurrent Use License	\$16,195.00
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	\$14,852.00
	155752	ArcGIS Business Analyst Desktop with US Regional Data Bundle Concurrent Use Maintenance	\$15,241.00
22.1		ArcGIS Business Analyst Desktop - Single and Concurrent Use - Annual Subscription Prices	
	154564	ArcGIS Business Analyst Desktop with US Regional Data Bundle Single Use Annual Subscription	\$13,951.00
22.1		ArcGIS Business Analyst Desktop with MPI Data - Single and Concurrent Use - Perpetual License Prices	
	154572	ArcGIS Business Analyst Desktop with US Regional Data Bundle with MPI Data Single Use License	\$24,047.00
	155737	ArcGIS Business Analyst Desktop with US Regional Data Bundle with MPI Data Concurrent Use License	\$24,690.00
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	\$22,614.00
	155756	ArcGIS Business Analyst Desktop with US Regional Data Bundle with MPI Data Concurrent Use Maintenance	\$23,240.00
22.1		ArcGIS Business Analyst Desktop with MPI Data - Single and Concurrent Use - Annual Subscription Prices	
	154573	ArcGIS Business Analyst Desktop with US Regional Data Bundle with MPI Data Single Use Annual Subscription	\$21,256.00
		Extended Data Users for ArcGIS Business Analyst Desktop	
22.2		Extended Data Users for ArcGIS Business Analyst Desktop - Perpetual License Prices	
	154554	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 5 Total Data Users License	\$13,393.00
	158171	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 10 Total Data Users License	\$20,604.00
	154586	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 15 Total Data Users License	\$24,725.00
	154598	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 25 Total Data Users License	\$28,331.00
	154610	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 50 Total Data Users License	\$33,482.00
	158181	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 100 Total Data Users License	\$41,723.00
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	\$12,625.00
	158212	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 10 Total Data Users Maintenance	\$19,392.00
	154671	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 15 Total Data Users Maintenance	\$23,230.00
	154677	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 25 Total Data Users Maintenance	\$26,664.00
	154683	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 50 Total Data Users Maintenance	\$31,512.00
	158218	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 100 Total Data Users Maintenance	\$39,289.00
22.2		Extended Data Users for ArcGIS Business Analyst Desktop - Annual Subscription Prices	
	154555	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 5 Total Data Users Annual Subscription	\$11,590.00
	158172	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 10 Total Data Users Annual Subscription	\$17,857.00
	154587	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 15 Total Data Users Annual Subscription	\$21,463.00
	154599	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 25 Total Data Users Annual Subscription	\$24,553.00
	154611	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 50 Total Data Users Annual Subscription	\$29,017.00
	158182	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 100 Total Data Users Annual Subscription	\$36,143.00
22.2		Extended Data Users with MPI Data for ArcGIS Business Analyst Desktop and Server - Perpetual License Prices	

	154560	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 5 Total Data Users License	\$17,771.00
	158175	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 10 Total Data Users License	\$27,472.00
	154592	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 15 Total Data Users License	\$32,966.00
	154604	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 25 Total Data Users License	\$37,774.00
	154616	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 50 Total Data Users License	\$44,642.00
	158187	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 100 Total Data Users License	\$55,631.00
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	\$16,766.00
	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	\$25,856.00
	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	\$31,007.00
	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	\$35,552.00
	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	\$42,016.00
	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	\$52,318.00
22.2		Extended Data Users with MPI Data for ArcGIS Business Analyst Desktop and Server - Annual Subscription Prices	
	154581	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 5 Total Data Users Annual Subscription	\$15,453.00
	158176	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 10 Total Data Users Annual Subscription	\$23,780.00
	154593	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 15 Total Data Users Annual Subscription	\$28,588.00
	154605	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 25 Total Data Users Annual Subscription	\$32,709.00
	154617	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 50 Total Data Users Annual Subscription	\$38,633.00
	158188	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 100 Total Data Users Annual Subscription	\$48,162.00
Developer Technology			
24		ArcGIS Runtime Deployment Licenses - Perpetual Prices	
	154141	ArcGIS Runtime Basic 50 Pack Single Use Deployment Perpetual License	\$4,934.00
	154142	ArcGIS Runtime Standard 25 Pack Single Use Deployment Perpetual License	\$7,400.00
	154143	ArcGIS Runtime Advanced 5 Pack Single Use Deployment Perpetual License	\$7,400.00
	154144	ArcGIS Runtime Analysis Extension 5 Pack Single Use Deployment Perpetual License	\$4,934.00
24		ArcGIS Runtime Deployment Licenses - Maintenance Prices	
	154145	ArcGIS Runtime Basic 50 Pack Single Use Deployment Maintenance	\$1,010.00
	154146	ArcGIS Runtime Standard 25 Pack Single Use Deployment Maintenance	\$1,515.00
	154147	ArcGIS Runtime Advanced 5 Pack Single Use Deployment Maintenance	\$1,515.00

	154148	ArcGIS Runtime Analysis Extension 5 Pack Single Use Deployment Maintenance	\$1,010.00
24.1		ArcGIS Runtime Utility Network Extension - Perpetual and Maintenance Prices	
	173450	ArcGIS Runtime Utility Network Extension 5 Pack Single Use Deployment Perpetual License	\$4,040.00
	173451	ArcGIS Runtime Utility Network Extension 5 Pack Single Use Deployment Maintenance	\$1,515.00
24.2		ArcGIS Developer Subscription Plans - Single Use - Annual Subscription Prices	
	157022	ArcGIS Developer Builder Annual Subscription	\$1,332.00
	157023	ArcGIS Developer Professional Annual Subscription	\$1,777.00
	157021	ArcGIS Developer Premium Annual Subscription	\$3,256.00
	157024	ArcGIS Developer Enterprise Annual Subscription	\$4,243.00
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	\$6,060.00
	182009	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Canada Annual Subscription	\$4,848.00
	182010	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Mexico Annual Subscription	\$4,848.00
	182022	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise USA State Annual Subscription	\$2,020.00
	182023	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Canadian Province Annual Subscription	\$2,020.00
	176116	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise North America (USA, Canada, and Mexico) Annual Subscription	\$12,120.00
	182024	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Map Display + Geocoding USA Annual Subscription	\$3,030.00
	182025	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Map Display + Geocoding Canada Annual Subscription	\$2,424.00
	182026	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Map Display + Geocoding Mexico Annual Subscription	\$2,424.00
	182027	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Map Display + Geocoding USA State Annual Subscription	\$1,010.00
	182028	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Map Display + Geocoding Canadian Province Annual Subscription	\$1,010.00
	182029	ArcGIS StreetMap Premium for ArcGIS Pro Enterprise Map Display + Geocoding North America Annual Subscription	\$6,060.00
25		ArcGIS StreetMap Premium for ArcGIS Pro Online - North America - Annual Subscription Pricing	
	182046	ArcGIS StreetMap Premium for ArcGIS Pro Online USA Annual Subscription	\$6,060.00
	182047	ArcGIS StreetMap Premium for ArcGIS Pro Online Canada Annual Subscription	\$4,848.00
	182048	ArcGIS StreetMap Premium for ArcGIS Pro Online Mexico Annual Subscription	\$4,848.00
	182049	ArcGIS StreetMap Premium for ArcGIS Pro Online USA State Annual Subscription	\$2,020.00
	182050	ArcGIS StreetMap Premium for ArcGIS Pro Online Canadian Province Annual Subscription	\$2,020.00
	176000	ArcGIS StreetMap Premium for ArcGIS Pro Online North America (USA, Canada, and Mexico) Annual Subscription	\$12,120.00
	182052	ArcGIS StreetMap Premium for ArcGIS Pro Online Map Display + Geocoding USA Annual Subscription	\$3,030.00
	182053	ArcGIS StreetMap Premium for ArcGIS Pro Online Map Display + Geocoding Canada Annual Subscription	\$2,424.00

	182054	ArcGIS StreetMap Premium for ArcGIS Pro Online Map Display + Geocoding Mexico Annual Subscription	\$2,424.00
	182055	ArcGIS StreetMap Premium for ArcGIS Pro Online Map Display + Geocoding USA State Annual Subscription	\$1,010.00
	182056	ArcGIS StreetMap Premium for ArcGIS Pro Online Map Display + Geocoding Canadian Province Annual Subscription	\$1,010.00
	182057	ArcGIS StreetMap Premium for ArcGIS Pro Online Map Display + Geocoding North America Annual Subscription	\$6,060.00
		ArcGIS StreetMap Premium Desktop	
25.1		ArcGIS StreetMap Premium Desktop - USA State - Annual Subscription Prices	
	133080	ArcGIS StreetMap Premium Desktop USA State Single Use Annual Subscription	\$2,020.00
	133081	ArcGIS StreetMap Premium Desktop USA State Concurrent Use Annual Subscription	\$5,050.00
	133113	ArcGIS StreetMap Premium Desktop Map Display + Geocoding USA State Single Use Annual Subscription	\$1,010.00
	133114	ArcGIS StreetMap Premium Desktop Map Display + Geocoding USA State Concurrent Use Annual Subscription	\$2,525.00
25.1		ArcGIS StreetMap Premium Enterprise - USA State - Annual Subscription Prices	
	133082	ArcGIS StreetMap Premium Enterprise USA State Up to Four Cores Annual Subscription	\$25,250.00
	133083	ArcGIS StreetMap Premium Enterprise USA State Two Additional Cores Annual Subscription	\$10,100.00
	133115	ArcGIS StreetMap Premium Enterprise Map Display + Geocoding USA State Up to Four Cores Annual Subscription	\$12,625.00
	133116	ArcGIS StreetMap Premium Enterprise Map Display + Geocoding USA State Two Additional Cores Annual Subscription	\$5,050.00
25.2		ArcGIS StreetMap Premium Desktop - USA - Annual Subscription Prices	
	133072	ArcGIS StreetMap Premium Desktop USA Single Use Annual Subscription	\$6,060.00
	133073	ArcGIS StreetMap Premium Desktop USA Concurrent Use Annual Subscription	\$15,150.00
	133085	ArcGIS StreetMap Premium Desktop Map Display + Geocoding USA Single Use Annual Subscription	\$3,030.00
	133086	ArcGIS StreetMap Premium Desktop Map Display + Geocoding USA Concurrent Use Annual Subscription	\$7,575.00
25.2		ArcGIS StreetMap Premium Enterprise - USA - Annual Subscription Prices	
	133074	ArcGIS StreetMap Premium Enterprise USA Up to Four Cores Annual Subscription	\$75,750.00
	133075	ArcGIS StreetMap Premium Enterprise USA Two Additional Cores Annual Subscription	\$30,300.00
	133087	ArcGIS StreetMap Premium Enterprise Map Display + Geocoding USA Up to Four Cores Annual Subscription	\$37,875.00
	133088	ArcGIS StreetMap Premium Enterprise Map Display + Geocoding USA Two Additional Cores Annual Subscription	\$15,150.00
25.3		ArcGIS StreetMap Premium Desktop - North America (United States, Canada, and Mexico) - Annual Subscription Prices	
	133066	ArcGIS StreetMap Premium Desktop North America Single Use Annual Subscription	\$12,120.00
	133067	ArcGIS StreetMap Premium Desktop North America Concurrent Use Annual Subscription	\$30,300.00
	133121	ArcGIS StreetMap Premium Desktop Map Display + Geocoding North America Single Use Annual Subscription	\$6,060.00
	133122	ArcGIS StreetMap Premium Desktop Map Display + Geocoding North America Concurrent Use Annual Subscription	\$15,150.00

25.3		ArcGIS StreetMap Premium Enterprise - North America (United States, Canada, and Mexico) - Annual Subscription Prices	
	133068	ArcGIS StreetMap Premium Enterprise North America Up to Four Cores Annual Subscription	\$151,500.00
	133069	ArcGIS StreetMap Premium Enterprise North America Two Additional Cores Annual Subscription	\$60,600.00
	133123	ArcGIS StreetMap Premium Enterprise Map Display + Geocoding North America Up to Four Cores Annual Subscription	\$75,750.00
	133124	ArcGIS StreetMap Premium Enterprise Map Display + Geocoding North America Two Additional Cores Annual Subscription	\$30,300.00
Training			
26		Instructor-Led Training and Solutions - 2023 Prices	
	96246	Public Training Class (per day - per student)	\$904.00
	96247	Private Training Class Instructor-Led at Client Site (per Day, up to 15 Students)	\$11,029.00
	183412	Private Instructor Led Online Training Per Day per Class of 15 Students	\$8,979.00
	183413	Private Instructor Led Training at Esri Site Per Day per Class of 15 Students	\$9,943.00
	88994	Additional Students (per Student, per Day)	\$682.00
	143262	Client Coaching Online (per Day, up to 15 Students)	\$7,610.00
	115949	Client Coaching at Esri Site (per Day, up to 15 Students)	\$8,423.00
	115950	Client Coaching at Client Site (per Day, up to 15 Students)	\$9,343.00
	162891	Mobile Lab (per r/t shipping event)	\$2,409.00
	173070	Recorded WGNU	\$434.00
26		Esri Pre-Paid Training - 2023 Prices	
	174382	Training Pass	\$904.00
26		Esri E-Learning in the Customer's Learning Management System - 2023 Prices	
	154953	Esri E-Learning (SCORM Format) License	\$89,158.00
26		Esri Academy LMS Integration Subscription - 2023 Prices	
	175922	EALI Plan 1 (up to 50 users)	\$15,049.00
	175923	EALI Plan 2 (up to 100 users)	\$18,059.00
	175925	EALI Plan 3 (up to 150 users)	\$21,069.00
	175926	EALI Plan 4 (up to 200 users)	\$24,078.00
	175927	EALI Plan 5 (up to 250 users)	\$27,088.00
	175928	EALI Plan 6 (up to 300 users)	\$30,098.00
	175929	EALI Plan 7 (up to 400 users)	\$33,108.00
	175930	EALI Plan 8 (up to 500 users)	\$36,113.00
	175912	EALI Plan 9 (up to 600 users)	\$39,122.00
	175913	EALI Plan 10 (up to 750 users)	\$42,132.00
	175914	EALI Plan 11 (up to 1,000 users)	\$45,142.00
26		Technical Certification - 2023 Prices	
	132198	Certification Core Exam Voucher	\$253.00
	166858	Certification Specialty Exam Voucher	\$152.00
26		Abridged Classes - 2023 Prices	
	183414	Private Instructor Led Online 2 Day Class Abridged From 3 Days per Class of 15 Students	\$20,205.00
	183415	Private Instructor Led Training at Esri Site 2 Day Class Abridged From 3 Days per Class of 15 Students	\$22,372.00
	183416	Private Instructor Led Training at Client Site 2 Day Class Abridged From 3 Days per Class of 15 Students	\$24,816.00

	183417	Private Instructor Led Online 1-Day Class Abridged From 2 Days per Class of 15 Students	\$13,468.00
	183418	Private Instructor Led Training at Esri Site 1 Day Class Abridged From 2 Days per Class of 15 Students	\$14,918.00
	183419	Private Instructor Led Training at Client Site 1 Day Class Abridged From 2 Days per Class of 15 Students	\$16,544.00
27		Instructor-Led Training and Solutions - 2024 Prices	
	96246	Public Training Class (per day - per student)	\$970.00
	183412	Private Instructor Led Online Training Per Day per Class of 15 Students	\$9,565.00
	183413	Private Instructor Led Training at Esri Site Per Day per Class of 15 Students	\$10,539.00
	96247	Training Day at Client Site per Day per Class of 15 Students Instructor Led Training	\$11,610.00
	88994	Additional Training Seat 1 Attendee per Class Day for Instructor Led Training	\$727.00
	143262	Client Focused Training Delivery: Private Client Coaching Service for 1 Day for 15 Students Instructor Led Online Training	\$8,105.00
	115949	Client Focused Training Delivery: Private Client Coaching Service at Esri Site for 1 Day for 15 Students Instructor Led Training	\$8,928.00
	115950	Client Focused Training Delivery: Client Coaching Service at Client Site for 1 Day for 15 Students Instructor Led Training	\$9,832.00
	184466	Adoption Strategy Package	\$30,603.00
	162891	Mobile Lab Training Environment Service Instructor Led Training	\$2,576.00
	173070	Working with Geometric Networks for Utilities Recorded Instructor Led Training	\$475.00
	183700	ArcGIS Indoors Recorded 3 Days Instructor Led Training	\$1,833.00
27		Abridged Classes - 2024 Prices	
	183417	Private Instructor Led Online 1-Day Class Abridged From 2 Days per Class of 15 Students	\$14,352.00
	183418	Private Instructor Led Training at Esri Site 1 Day Class Abridged From 2 Days per Class of 15 Students	\$15,807.00
	183419	Private Instructor Led Training at Client Site 1 Day Class Abridged From 2 Days per Class of 15 Students	\$17,412.00
	183414	Private Instructor Led Online 2 Day Class Abridged From 3 Days per Class of 15 Students	\$21,528.00
	183415	Private Instructor Led Training at Esri Site 2 Day Class Abridged From 3 Days per Class of 15 Students	\$23,710.00
	183416	Private Instructor Led Training at Client Site 2 Day Class Abridged From 3 Days per Class of 15 Students	\$26,119.00
27		Esri Pre-Paid Training - 2024 Prices	
	174382	Esri Training Pass per Day One Year Term	\$970.00
27		Esri E-Learning in the Customer's Learning Management System - 2024 Prices	
	154953	Esri E-Learning SCORM Format Content	\$89,158.00
27		Esri Academy LMS Integration Subscription - 2024 Prices	
	175922	Esri Academy Learning Management System Integration Educational Services Subscription Up to 50 Users Plan 1	\$15,049.00
	175923	Esri Academy Learning Management System Integration Educational Services Subscription Up to 100 Users Plan 2	\$18,059.00
	175925	Esri Academy Learning Management System Integration Educational Services Subscription Up to 150 Users Plan 3	\$21,069.00
	175926	Esri Academy Learning Management System Integration Educational Services Subscription Up to 200 Users Plan 4	\$24,078.00
	175927	Esri Academy Learning Management System Integration Educational Services Subscription Up to 250 Users Plan 5	\$27,088.00
	175928	Esri Academy Learning Management System Integration Educational Services Subscription Up to 300 Users Plan 6	\$30,098.00

	175929	Esri Academy Learning Management System Integration Educational Services Subscription Up to 400 Users Plan 7	\$33,108.00
	175930	Esri Academy Learning Management System Integration Educational Services Subscription Up to 500 Users Plan 8	\$36,113.00
	175912	Esri Academy Learning Management System Integration Educational Services Subscription Up to 600 Users Plan 9	\$39,122.00
	175913	Esri Academy Learning Management System Integration Educational Services Subscription Up to 750 Users Plan 10	\$42,132.00
	175914	Esri Academy Learning Management System Integration Educational Services Subscription Up to 1,000 Users Plan 11	\$45,142.00
27		Esri Technical Certification - 2024 Prices	
	132198	Esri Technical Certification Core Exam Voucher	\$253.00
	166858	Esri Technical Certification Specialty Exam Voucher	\$152.00
Support and Services			
28		Premium Support Services - 2023 Prices	
	117208	Premium Support Domestic Annual Subscription Unlimited Incidents Two (2) Authorized Callers	\$48,278.00
	136727	Premium Support Domestic Annual Subscription Up To 10 Incidents	\$18,887.00
	134062	Premium Support Domestic Annual Subscription Unlimited Incidents One (1) Additional Authorized Caller	\$12,524.00
29		Premium Support Services - 2024 Prices	
	117208	Premium Support Domestic Annual Subscription Unlimited Incidents Two (2) Authorized Callers	\$50,197.00
	136727	Premium Support Domestic Annual Subscription Up To 10 Incidents	\$19,594.00
	134062	Premium Support Domestic Annual Subscription Unlimited Incidents One (1) Additional Authorized Caller	\$13,029.00
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	\$56.00
	153408	State and Local Public Safety Named User Program ArcGIS Online Creator in Continually Staffed Environment Annual Subscription	\$278.00
	168618	State and Local Public Safety Named User Program Online Annual Editor in Continually Staffed Environment Annual Subscription	\$111.00
	168619	State and Local Public Safety Named User Program Online Annual Mobile Worker in a Continually Staffed Environment Annual Subscription	\$195.00
	157503	State and Local Public Safety Named User Program Enterprise Creator in Continually Staffed Environment Annual Subscription	\$278.00
	168626	State and Local Public Safety Named User Program ArcGIS Enterprise Editor in Continually Staffed Environment Annual Subscription	\$111.00
	168627	State and Local Public Safety Named User Program ArcGIS Enterprise Mobile Worker in Continually Staffed Environment Annual Subscription	\$195.00
	157500	State and Local Public Safety Named User Program ArcGIS Online Viewer in Surge Environment Annual Subscription	\$167.00
	157501	State and Local Public Safety Named User Program ArcGIS Online Creator in Surge Environment Annual Subscription	\$833.00

	157505	State and Local Public Safety Named User Program Enterprise Creator in Surge Environment Annual Subscription	\$833.00
	168620	State and Local Public Safety Named User Program Online Annual Editor in a Surge Staffed Environment Annual Subscription	\$333.00
	168621	State and Local Public Safety Named User Program Online Annual Mobile Worker in Surge Staffed Environment Annual Subscription	\$584.00
	168628	State and Local Public Safety Named User Program ArcGIS Enterprise Editor in Surge Staffed Environment Annual Subscription	\$333.00
	168629	State and Local Public Safety Named User Program ArcGIS Enterprise Mobile Worker in Surge Staffed Environment Annual Subscription	\$584.00
Professional Services - 2023 pricing			
All items below are for Professional Services & may be subject to escalation on January 1st of each calendar year			
31		Professional Services	
31		WebGIS Launch Kits	
	173265	Web GIS Launch Kit (3 Days)	\$16,925
	170525	Emergency Management Operations Launch Kit (5 Days)	\$24,550
	158231	GeoPlanner for ArcGIS Launch Kit (3 days)	\$16,925
	159941	Market Planning Launch Kit Basic (3 days)	\$16,925
	159942	Market Planning Launch Kit Advanced (5 days)	\$24,550
	168540	3D Launch Kit (3 Days)	\$16,925
	170994	HUB Launch Kit (3 days)	\$13,125
	172844	Maps and Apps Launch Kit (3 days)	\$16,925
31		Jumpstart Packages	
	153636	ArcGIS Enterprise Jumpstart - Basic (3 days)	\$16,925
	153637	ArcGIS Enterprise Jumpstart - Standard (4 days)	\$20,725
	153638	ArcGIS Enterprise Jumpstart - Advanced (4 days)	\$33,500
	125360	ArcGIS Image Extension for Server Jumpstart (3 days)	\$16,925
	162626	ArcGIS Monitor Jumpstart (2 days)	\$15,550
	133167	Data Appliance for ArcGIS Jumpstart (3 days)	\$16,925
	133168	Data Appliance for ArcGIS and ArcGIS for Server Bundle Jumpstart (5 days)	\$24,550
	158230	GeoEvent Server Jumpstart (3 days)	\$16,925
31		Retainer Service Packages	
	158344	Platform Engineer Services Retainer (20 hours remote or 1 day onsite)	\$7,075
	158347	Geospatial Analyst Services Retainer (20 hours remote or 1 day onsite)	\$7,075
	158343	Developer Services Retainer (20 hours remote or 1 day onsite)	\$7,075
	158346	Geodatabase Administrator Services Retainer (20 hours remote or 1 day onsite)	\$7,925
	158348	Business Consultant Services Retainer (20 hours remote or 1 day onsite)	\$7,925
31		Services Packages	
	122351	Enterprise GIS Health Check (3 days)	\$16,925
	162627	Remote Support for ArcGIS Monitor (20 hours)	\$7,925
	158229	UI/UX Expert Review (20 hours)	\$7,925
	152467	Capacity Planning Support (10 hours)	\$3,525
31		Crisis Support Packages	
	172367	Disaster Response (3 Days)	\$16,175
	172368	Disaster Response - Continuation On Site Support (1 day)	\$3,650
	172369	Disaster Response Remote Support (20 Hours)	\$6,025

31		Professional GIS Services Packages	
	128705	Professional GIS Services Package - Standard	\$24,550
	128706	Professional GIS Services Package - Advanced	\$29,200
31		Esri Enterprise Advantage Program	
	97717	Esri Enterprise Advantage Program (EEAP) 100 Learning and Service Credits and 100 Technical Advisor Hours	\$104,525
	144584	Esri Enterprise Advantage Program (EEAP) 50 Learning and Service Credits and 100 Technical Advisor Hours	\$71,600
	111005	Esri Advantage Program Advisor Only Renewal	\$38,675
	97719	Additional EEAP Technical Advisor Services (100 Hours)	\$29,100
	97720	Additional EEAP 100 Learning and Service Credits	\$65,850
	103032	Additional EEAP 50 Learning and Service Credits	\$32,925
Professional Services - 2024 pricing			
All items below are for Professional Services & may be subject to escalation on January 1st of each calendar year			
32		Professional Services - 2024 Prices	
32		WebGIS Launch Kits - 2024 Prices	2024 Price
	173265	Web GIS Launch Kit (3 Days)	\$17,675
	170525	Emergency Management Operations Launch Kit (5 Days)	\$25,650
	158231	ArcGIS Geoplanner Launch Kit (3 Days)	\$17,675
	159941	Market Planning Launch Kit Basic (3 days)	\$17,675
	159942	Market Planning Launch Kit Advanced (5 days)	\$25,650
	168540	3D Launch Kit (3 Days)	\$17,675
	170994	HUB Launch Kit (2 days)	\$13,675
	172844	Maps and Apps Launch Kit (3 days)	\$17,675
32		Jumpstart Packages - 2024 Prices	
	153636	ArcGIS Enterprise Jumpstart - Basic (3 days)	\$17,675
	153637	ArcGIS Enterprise Jumpstart - Standard (4 days)	\$21,765
	153638	ArcGIS Enterprise Jumpstart - Advanced (4 days)	\$35,175
	125360	ArcGIS Image Extension for Server Jumpstart (3 days)	\$17,675
	162626	ArcGIS Monitor Jumpstart (2 days)	\$16,275
	133167	ArcGIS Data Appliance Jumpstart (3 days)	\$17,675
	133168	ArcGIS Data Appliance and ArcGIS Enterprise Bundle Jumpstart (5 days)	\$25,650
	158230	GeoEvent Server Jumpstart (3 days)	\$17,675
32		Retainer Service Packages - 2024 Prices	
	158344	Configuration Engineer Services Retainer (20 hours remote or 1 day onsite)	\$7,425
	158347	Geospatial Analyst Services Retainer (20 hours remote or 1 day onsite)	\$7,425
	158343	Developer Services Retainer (20 hours remote or 1 day onsite)	\$7,425
	158346	Geodatabase Administrator Services Retainer (20 hours remote or 1 day onsite)	\$8,275
	158348	Business Consultant Services Retainer (20 hours remote or 1 day onsite)	\$8,275
32		Services Packages - 2024 Prices	
	122351	Enterprise GIS Health Check (3 days)	\$17,675
	162627	Remote Support for ArcGIS Monitor (20 hours)	\$8,275
	158229	UI/UX Expert Review (20 hours)	\$8,275
	152467	Capacity Planning Support (10 hours)	\$3,700
32		Crisis Support Packages - 2024 Prices	

	172367	Crisis Support (3 Days)	\$15,975
	172368	Crisis Support - Continuation On Site Support (1 day)	\$3,600
	172369	Crisis Support Remote Support (20 Hours)	\$5,950
32		Professional GIS Services Packages - 2024 Prices	
	128705	Professional GIS Services Package - Standard	\$25,650
	128706	Professional GIS Services Package - Advanced	\$30,600
32		Advantage Program - 2024 Prices	
	97717	Standard Advantage Program - 100 Learning and Service Credits and 100 Advisor Hours	\$109,575
	144584	Medium Advantage Program - 50 Learning and Service Credits and 100 Advisor Hours	\$75,050
	111005	Advantage Program Advisor Only Renewal	\$40,500
	97719	Advantage Program Additional Advisor Hours (100)	\$30,500
	187083	Advantage Program Additional Advisor Hours (25)	\$7,625
	97720	Advantage Program Additional Learning and Service Credits (100)	\$69,075
	103032	Advantage Program Additional Learning and Service Credits (50)	\$34,550
	187082	Advantage Program Additional Learning and Service Credits (25)	\$17,275
32		Esri Managed Cloud Services Blocks - 2024 Prices	
		Setup and Configure - price per block	\$2,525
		Monthly Service	\$1,000
Professional Services - 2025 pricing			
All items below are for Professional Services & may be subject to escalation on January 1st of each calendar year			
33		Professional Services - 2025 Prices	
33		WebGIS Launch Kits - 2025 Prices	2025 Price
	173265	Web GIS Launch Kit (3 Days)	\$18,425
	170525	Emergency Management Operations Launch Kit (5 Days)	\$26,775
	158231	ArcGIS Geoplanner Launch Kit (3 Days)	\$18,425
	159941	Market Planning Launch Kit Basic (3 days)	\$18,425
	159942	Market Planning Launch Kit Advanced (5 days)	\$26,775
	168540	3D Launch Kit (3 Days)	\$18,425
	170994	HUB Launch Kit (2 days)	\$14,275
	172844	Maps and Apps Launch Kit (3 days)	\$18,425
33		Jumpstart Packages - 2025 Prices	
	153636	ArcGIS Enterprise Jumpstart - Basic (3 days)	\$18,425
	153637	ArcGIS Enterprise Jumpstart - Standard (4 days)	\$22,600
	153638	ArcGIS Enterprise Jumpstart - Advanced (4 days)	\$36,925
	125360	ArcGIS Image Extension for Server Jumpstart (3 days)	\$18,425
	162626	ArcGIS Monitor Jumpstart (2 days)	\$17,025
	133167	ArcGIS Data Appliance Jumpstart (3 days)	\$18,425
	133168	ArcGIS Data Appliance and ArcGIS Enterprise Bundle Jumpstart (5 days)	\$26,775
	158230	GeoEvent Server Jumpstart (3 days)	\$18,425
33		Retainer Service Packages - 2025 Prices	
	158344	Configuration Engineer Services Retainer (20 hours remote or 1 day onsite)	\$7,775
	158347	Geospatial Analyst Services Retainer (20 hours remote or 1 day onsite)	\$7,775
	158343	Developer Services Retainer (20 hours remote or 1 day onsite)	\$7,775
	158346	Geodatabase Administrator Services Retainer (20 hours remote or 1 day onsite)	\$8,650
	158348	Business Consultant Services Retainer (20 hours remote or 1 day onsite)	\$8,650

33		Services Packages - 2025 Prices	
	122351	Enterprise GIS Health Check (3 days)	\$18,425
	162627	Remote Support for ArcGIS Monitor (20 hours)	\$8,650
	158229	UI/UX Expert Review (20 hours)	\$8,650
	152467	Capacity Planning Support (10 hours)	\$3,900
33		Crisis Support Packages - 2025 Prices	
	172367	Crisis Support (3 Days)	\$16,300
	172368	Crisis Support - Continuation On Site Support (1 day)	\$3,675
	172369	Crisis Support Remote Support (20 Hours)	\$6,100
33		Professional GIS Services Packages - 2025 Prices	
	128705	Professional GIS Services Package - Standard	\$26,775
	128706	Professional GIS Services Package - Advanced	\$32,025
33		Advantage Program - 2025 Prices	
	97717	Standard Advantage Program - 100 Learning and Service Credits and 100 Advisor Hours	\$115,050
	144584	Medium Advantage Program - 50 Learning and Service Credits and 100 Advisor Hours	\$78,775
	111005	Advantage Program Advisor Only Renewal	\$42,525
	97719	Advantage Program Additional Advisor Hours (100)	\$32,025
	187083	Advantage Program Additional Advisor Hours (25)	\$8,000
	97720	Advantage Program Additional Learning and Service Credits (100)	\$72,525
	103032	Advantage Program Additional Learning and Service Credits (50)	\$36,250
	187082	Advantage Program Additional Learning and Service Credits (25)	\$18,125
33		Esri Managed Cloud Services Blocks - 2025 Prices	
		Setup and Configure - price per block	\$2,525
		Monthly Service	\$1,000
Enterprise Agreements			Price
34		Enterprise Agreement	
		*Enterprise Agreement Annual Fee with Annual Payments up to \$2M as quoted	Varies
		*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.	



EXHIBIT 4 - ENTERPRISE AGREEMENT

This Enterprise Agreement ("EA") sets forth the terms and conditions for Customer's use of EA Products, Rolled-In Software, Unit-Priced Items, provision of Esri User Conference registrations, Training, and Services as specified herein and in the Proposal Letter. The rights granted in this EA apply only to the EA Products listed in the Proposal Letter.

This EA is comprised of the Ordering Document ("EA Ordering Document") which includes the Signature Page and Proposal Letter, this Exhibit 4 Enterprise Agreement of the State of Oklahoma MPA (State of Oklahoma Contract No. 1014/Esri Agreement 00320139.0) ("MPA"), the Master Agreement (Esri Agreement No. 00271885.0), and Exhibit 2 State of Oklahoma General Terms of the MPA. Should there be any conflict between the terms and conditions of the documents that comprise this EA, the order of precedence for the documents shall be as follows: (i) the EA Ordering Document, (ii) the Exhibit 4 Enterprise Agreement, (iii) the Exhibit 2 State of Oklahoma General Terms, and (iv) the Master Agreement.

If the Proposal Letter includes Services other than Maintenance, the applicable Services terms and conditions take precedence over the provisions of this EA with respect to those Services. Customer's centralized point of contact identified in the Proposal Letter will approve work under the Advantage Program or Customer will notify Esri of an alternative contact.

1.0—DEFINITIONS

Capitalized terms used in this EA and Proposal Letter will have the same meaning they do in the Master Agreement. In addition, the following definitions apply to this EA:

- **"Authorized Entity"** means, Eligible Agency.
- **"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- **"Customer"** means the individual signing entity of either (i) the State or (ii) any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision authorized by the State to order and acquire EA Products and Services under an EA Ordering Document.
- **"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the EA Products and related Authorization Codes within Customer's organization and to Authorized Entities.
- **"EA Fee"** means the fee set forth in the EA Fee Schedule contained in the Proposal Letter.
- **"EA Maintenance"** means Tier 2 Support provided to Customer as described in Article 3—EA Maintenance.
- **"EA Ordering Document"** means the EA Ordering Document Signature Page and the Proposal Letter. A template is attached to this EA (only applicable for a Customer that executes an EA Ordering Document with Esri).
- **"EA Products"** means the Products identified in the Proposal Letter, excluding Unit-Priced Items.
- **"Effective Date"** means the date specified in the Proposal Letter and if no Effective Date is specified, the last date of signature executed by the parties on the EA Ordering Document.
- **"Eligible Agency"** means the political subdivisions identified in the Proposal Letter.
- **"Master Agreement"** means Master Agreement No. 00271885.0 and any subsequent amendments, signed between Esri and the State of Oklahoma by and through the Office Management and Enterprise Services. If the signed Master Agreement excludes terms and conditions applicable for the use of EA Products or Services included in this EA, including but not limited to the Advantage Program, such applicable terms and conditions found in the Master Agreement, Products and Services (E204) at <https://www.esri.com/en-us/legal/terms/full-master-agreement> shall apply.
- **"Proposal Letter"** means the offer document provided exclusively to the individual Customer and incorporated in an EA Ordering Document that includes, at a minimum, the EA Products and EA Fee and may also include additional Esri Products and Services.
- **"Rolled-In Software"** means Products (excluding Term licenses or subscriptions) of the same type as EA Products that Customer acquired for use prior to the Effective Date, that are current on paid maintenance (as shown in Esri's customer service records), and that receive EA Maintenance during the term of the EA. If this EA is extended or renewed, Rolled-In Software shall include EA Products Deployed prior to the then-current renewal period.
- **"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of product corrections or modifications.
- **"Tier 1 Help Desk"** means Customer's point of contacts in My Esri, including from Authorized Entities, to provide all Tier 1 Support within Customer's organization and Authorized Entities.

- **"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.
- **"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.
- **"Unit-Priced Items"** means separately orderable Products or Services that are optional for an additional fee. Pricing for Unit-Priced Items is valid for one (1) year from the Effective Date, unless a different duration is identified in the Proposal Letter.

2.0—GRANT OF LICENSE

- 2.1 Grant of License.** Subject to the terms and conditions of this EA, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the EA Products listed in the Proposal Letter for the term of the EA Ordering Document (i) for the applicable EA Fee and (ii) in accordance with the Master Agreement. Unit-Priced Items and Rolled-In Software, if listed in the Proposal Letter, will be licensed in accordance with the Master Agreement. Beta licenses are not available under this EA as EA Products.
- 2.2 Authorized Entity Access.** Customer may permit Authorized Entities to use EA Products, provided Customer ensures that Authorized Entities use the EA Products in accordance with the terms and conditions of this EA and Customer is liable and solely responsible for the use or misuse of EA Products by Authorized Entities. Within thirty (30) calendar days of a request from Esri, Customer will provide Esri a list of Authorized Entities and their business addresses.
- 2.3 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the EA Products exclusively for Customer's benefit in accordance with the Master Agreement. Customer will be solely responsible for compliance by consultants and contractors with this EA and will ensure that the consultant or contractor discontinues use of EA Products upon completion of work for Customer. Access to or use of EA Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the EA Products on contractor servers for the benefit of Customer.
- 2.4 Additional Permitted Uses.** For the term of the EA Ordering Document, Customer may copy and Deploy the EA Products to Customer's organization and Authorized Entities up to the quantities of licenses identified in the Proposal Letter. No other entity has a right to copy (except as permitted in the Master Agreement) or Deploy the EA Products. Customer may only transfer, redistribute, and Deploy the EA Products within the continental United States; Hawaii; Alaska; and U.S. territories, excluding Puerto Rico and the U.S. Virgin Islands.
- 2.5 Uses Not Permitted.** Customer shall not transfer, redistribute, or assign EA Products to any third party without the prior written permission of Esri. Customer shall not use the EA Products outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any. Any such export will be subject to U.S. Export Control Regulation requirements of the Master Agreement.

3.0—EA MAINTENANCE

- 3.1 EA Maintenance** is included in the EA Fee. Rolled-In Software and EA Products will receive EA Maintenance, provided that standard maintenance is available for each item. EA Maintenance includes benefits specified in the most current applicable Esri Customer Benefits Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>) as modified by this Section 3.1. If Unit-Priced Items are included in the Proposal Letter, annual maintenance fees for Unit-Priced Items will be in addition to the Fee and ordered separately from the EA Ordering Document.

a. Tier 1 Support

1. The Tier 1 Help Desk will provide Tier 1 Support to all Customer's authorized users and Authorized Entities.
2. The Tier 1 Help Desk will be fully trained in the EA Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, data, databases, or other information involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Customer may assign named Tier 1 Help Desk individuals up to the quantity listed in the Proposal Letter. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals through the My Esri portal.

b. Tier 2 Support

1. Tier 2 Support analysts will log the calls received from the Tier 1 Help Desk.
2. Tier 2 Support analysts will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support analysts may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support analysts will assist the Tier 1 Help Desk individuals and attempt to resolve the Case.
5. When the Case is resolved, Tier 2 Support analysts will communicate the information to the Tier 1 Help Desk, and the Tier 1 Help Desk will disseminate the resolution to the users.
6. For Tier 2 Support, contact Esri through My Esri at <https://my.esri.com>, via the web at <https://support.esri.com>, or by phone at 909-793-3774 (within the United States only).

3.2 Product Life Cycle. During the term of the EA Ordering Document, some EA Products may be retired or may no longer be available to Deploy in the identified quantities. Customer and Authorized Entities may continue to use EA Products that have been Deployed, but updates for EA Products and Rolled-In Software in the mature and retired phases may not be available. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle> by selecting the product type and clicking the Product Life Cycle link for specific product plans.

4.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

4.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the EA Products. Delivery of updates/new versions of EA Products will be made in the same manner. Customer will establish a single point of contact who will be responsible for Deployment. Esri may invoice the EA Fee up to thirty (30) calendar days before (i) the payment dates identified in the Proposal Letter; or (ii) if no payment dates are identified, the annual anniversary date for each year of the EA Ordering Document.
- b. Undisputed invoices will be due and payable within forty-five (45) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of EA Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at the lesser of one percent (1.0%) per month or the maximum monthly rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB destination, with shipping charges prepaid by Customer. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such applicable sales or use tax associated with the receipt of tangible media.

4.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own internal process, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before (i) the payment dates identified in the Proposal Letter; or (ii) if no payment dates are identified, the annual anniversary date for each year of the EA Ordering Document. Any purchase orders that Customer issues will reference, incorporate, and be subject to the terms and conditions of the EA. Additional or conflicting terms in any purchase orders, invoices, or other documents exchanged during the ordering process, other than the terms of this EA, Product or Services descriptions, quantities, pricing, and delivery instructions, are void and of no effect.

a. All orders pertaining to the EA Ordering Document will be processed through Customer's centralized point of contact on the Proposal Letter. Customer can send order processing questions to Customer Service at Esri 380 New York Street Redlands, CA 92373-8100; send emails to service@esri.com; or call Esri at 888-377-4575.

b. The following information will be included in each Ordering Document:

1. Customer name; Esri customer number, if known; and bill-to and ship-to addresses
2. Order number
3. Applicable annual payment due; for Unit-Priced Items, the name of the product and quantity
4. The following printed statement "Governed by and subject to EA Ordering Document No. _____."

5.0—TERM, TERMINATION, AND EXPIRATION

For the avoidance of doubt, Article 5—Term, Termination, and Expiration of the EA supersedes any termination language in the Master Agreement for all items in the Proposal Letter.

5.1 Term. The EA Ordering Document and all licenses therein will commence on the Effective Date and continue for the duration identified in the EA Ordering Document. Except as otherwise authorized in this Section 5, the EA Ordering Document is for the committed duration identified in the Proposal Letter. If the Proposal Letter includes optional years, Customer may exercise each optional year by providing written notice to Esri Customer Service sixty (60) calendar days prior to the end of the then-current year. If more than one optional year is identified in the Proposal Letter, then each optional year must be exercised consecutively, or the EA Ordering Document will expire at the end of the then-current year. An optional year may be a duration other than twelve (12) months and will be identified in the Proposal Letter. If the Proposal Letter includes Training Pass days, unused Training Pass days do not rollover to subsequent years and expire at the end of each annual term. Any EA Ordering Document that has a term that extends beyond the Term of the State of Oklahoma MPA (State of Oklahoma Contract No. 1014/Esri Agreement 00320139.0) shall continue to be governed by the Master Agreement and this EA throughout the term of the EA Ordering Document.

5.2 Use upon Expiration. Upon full payment of the EA Fee and expiration of the EA Ordering Document, the Master Agreement will survive, and Customer and Authorized Entities may continue to use the perpetual licenses of Deployed EA Products included in the final Deployment Report and Rolled-In Software in accordance with the terms and conditions set forth in the Master Agreement. Customer shall notify Esri of the quantity and type of licenses for which Customer and Authorized Entities, as may be applicable, elect to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or EA Products upon expiration of the EA Ordering Document, it lapses. If, at a later date, Customer or Authorized Entities decide to reinstate maintenance, Customer or Authorized Entity, as may be applicable, must pay maintenance reinstatement fees from the date the EA Ordering Document expired (i.e., back maintenance fees). Customer and Authorized Entities may only purchase standard maintenance or reinstate maintenance on licenses that

were included in the final Deployment Report. Customer shall not Deploy additional copies of the EA Products beyond the quantities in use upon termination or as of the date of expiration. All term licenses and subscription licenses of Deployed EA Products terminate upon expiration of the EA Ordering Document. Esri User Conference registrations, Advantage Program Learning and Services credits, and Training Pass days terminate upon expiration.

- 5.3 Term Enterprise Agreement.** If the EA Products are all term licenses and subscription licenses, Customer and Authorized Entities are only authorized to use EA Products during the term identified in the Proposal Letter and all EA Products, all Maintenance, and Esri User Conference registrations terminate upon termination of the EA Ordering Document.
- 5.4 Termination of a Particular Authorized Entity.** If Authorized Entities are included in the Proposal Letter, Esri may elect to terminate the license rights of a particular Authorized Entity for material breach without terminating the EA Ordering Document with Customer or other Authorized Entities. The breaching Authorized Entity will be given a period of ten (10) business days from date of written notice to cure any material breach. Upon termination of Authorized Entity, all Deployed EA Products provided to Authorized Entity will also terminate. Customer shall reasonably cooperate with Esri in termination of an Authorized Entity in material breach of this EA, including enforcement of the EA with respect to such Authorized Entity. There will be no reduction in the EA Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this EA.
- 5.5 Termination for a Material Breach.** Either party may terminate an EA Ordering Document for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach. Upon termination of the EA Ordering Document by Esri for a material breach by Customer, all licenses Deployed will also terminate, and the full amount of unpaid EA Fee will be due and payable by Customer within thirty (30) days from the date of termination.
- 5.6 Termination for Lack of Funds.** Either party may terminate an EA Ordering Document before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.
- 5.7 Termination for Convenience.** Neither Customer nor Esri may terminate an EA Ordering Document or the EA for convenience.
- 5.8 Use Upon Termination.** For termination under Sections 5.3 – 5.6, Customer and Authorized Entities shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. Upon request, Customer shall deliver evidence of such destruction to Esri (e.g., certification letter). Except in the event that the Master Agreement has been terminated for Customer's uncured material breach, Customer and Authorized Entities may continue to use Rolled-In Software, provided Customer and Authorized Entities comply with the terms and conditions of the Master Agreement. Further, Esri agrees that Customer and Authorized Entities are not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Customer and Authorized Entities, as may be applicable, order maintenance at time of EA termination. Other items that may be included in an EA Ordering Document—such as Advantage Program, Training Pass days, access codes, and Esri User Conference registrations—will also terminate if the EA Ordering Document is terminated.

6.0—CONFIDENTIALITY

- 6.1 Esri Confidential Information.** The EA Fee and list of EA Products are confidential and proprietary information of Esri. Except as provided herein, Customer shall not publish or disclose the EA Fee or list of EA Products to any third party without Esri's prior written consent. Customer may disclose portions or all of this EA to an Authorized Entity provided such is under an obligation of confidentiality to not publish or disclose the EA Fee or list of EA Products to any third party. Disclosure may be made only to those Customer or Authorized Entity employees, contractors, or consultants of Customer (e.g., outside counsel or accountants) who have a need to know to perform their duties or work on behalf of Customer and have an obligation of confidentiality. To the extent that any such disclosures may be required by law, Customer shall inform Esri of

the requested disclosure, with a reasonable description of the requested disclosure and identification of the requester, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

6.2 Disclosure of Fees for Unit-Priced Items. If Unit-Priced Items are included in the Proposal Letter, Esri gives permission to Customer to maintain Unit-Priced Item prices, fees, and discounts on Customer's intranet, subject to password protection accessible to Customers, to support potential procurements. Customer shall use no less than the same degree of care to protect this information as it uses to protect its own confidential information or third-party information of similar nature. Customer must include the following notice on information concerning Unit-Priced Item pricing posted on or accessible through Customer intranet that is accessible by Customers and their employees, or on any other web pages that make reference to the EA Fee or Unit-Priced Items, including order forms:

PRICING INFORMATION, INCLUDING APPLICABLE DISCOUNT RATES, CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY. EXCEPT TO SUPPORT AUTHORIZED LICENSE ACQUISITIONS, RECIPIENT WILL NOT COPY, DISCLOSE TO ANY THIRD PARTY, OR USE ANY PRICING INFORMATION FOR ANY OTHER PURPOSE OR PROGRAM.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this EA. Customer and Authorized Entities will not seek any discount from the OEM partner or Esri based on the availability of EA Products under this EA. Customer and Authorized Entities will not decouple Esri products or services from the OEM partners' application or service. Esri products or services embedded in third-party products or services are not EA Products.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of the EA Ordering Document, Customer will provide Esri with a written report, in a form acceptable to Esri, detailing all Deployments (each a "Deployment Report"). Upon request, Customer will provide records sufficient for Esri to verify the accuracy of the Deployment Report.

7.3 Esri User Conference Registration. Esri shall provide Esri User Conference registrations to Customer annually during the term of the EA Ordering Document in the quantities set forth in the Proposal Letter. Customer is responsible for distributing the registrations internally and to Authorized Entities. Third parties may not represent or attend on behalf of Customer at any Esri User Conference.

7.4 Limited Quantity or Unit-Priced Items. Esri reserves the right to exclude new Products from uncapped Deployment if added to an EA Ordering Document. New Products may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under a site or enterprise license. Such items can be made available to Customer or Authorized Entities on a limited-quantity basis or as unit-priced items.

7.5 Relationship of the Parties. This EA will not be construed or interpreted as an exclusive dealings agreement. **Neither** this EA nor any EA Ordering Document constitutes a partnership, joint venture, or agency between Esri and Customer. Neither Esri nor Customer will hold itself out as such, nor shall Esri or Customer be bound or become liable because of any representation, action, or omission of the other.

7.6 GIS Standard. Either party may publicize the existence of the EA or their EA Ordering Document. Customer shall officially name Esri as its GIS standard and act as a reference for other Esri customers and potential customers as long as their EA Ordering Document remains in effect.

7.7 Force Majeure. If the performance of any obligation under this EA 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, cyber-attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government 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, 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.

8.0—RESERVED

9.0—GENERAL PROVISIONS

9.1 Governing Law. This EA shall be governed by and construed in accordance with the governing law identified in the Master Agreement.

9.2 Legal Notices. Please send all legal notices to Esri 380 New York Street Redlands, California 92373-8100 Attention: Director of Contracts and Legal or email legalnotices@esri.com.

9.3 Survival of Certain Clauses. The provisions of Sections 2.2 and 5.2 and Article 6 will survive the expiration or termination of this EA.

9.4 Applicability. These EA terms and conditions are only applicable for a Customer that executes an EA Ordering Document with Esri and only with respect to EA Products set forth in the applicable EA Ordering Document.

9.5 Exhibit 2 State of Oklahoma General Terms. Services terms stipulated in Exhibit 2 State of Oklahoma General Terms are only incorporated if applicable to the Professional Services provided in an EA Ordering Document. For the avoidance of doubt Section 3.21 does not apply to the Advantage Program. The provisions of Section 1.3 are hereby excluded as it does not apply to the Enterprise Agreement.

The Ordering Document is hereby amended as set forth below and supersedes all prior documents submitted by Esri or discussed by the parties. The parties agree to use this Ordering Document or a document substantially similar in the form of this Ordering Document.

[TEMPLATE]
EA ORDERING DOCUMENT
Signature Page

This Enterprise Agreement Ordering Document, entered into under State of Oklahoma Contract No. 1014/Esri Agreement No. 00320139.0 ("MPA") as outlined in the Exhibit 4 - Enterprise Agreement, including the documents incorporated therein, (collectively, "EA Ordering Document") is between ____ ("**Customer**"), and **Environmental Systems Research Institute, Inc. ("Esri")**, and is effective as of the date specified in the Proposal Letter and if no Effective Date is specified, the last date of the signatures below when signed by both parties ("EA Effective Date"). This EA Ordering Document provides for the licensing and deployment of certain Esri Software, delivery of EA maintenance, and provision of Esri International User Conference registrations and any additional services as specified herein.

This EA is comprised of the following documents, which are incorporated herein by reference:

- This EA Ordering Document Signature Page including the attached Proposal Letter; and
- MPA Exhibit 4 - Enterprise Agreement.

The parties acknowledge that they have read and understand this EA Ordering Document and the Enterprise Agreement terms and conditions and agree to be bound by the terms and conditions contained therein. This EA Ordering Document and the Enterprise Agreement terms and conditions will survive the expiration of the MPA and continue for the applicable term unless terminated earlier in accordance with the Enterprise Agreement terms and conditions. Terms not defined in this EA Ordering Document will have the meanings set forth in the Enterprise Agreement terms and conditions and the Master Agreement.

This EA Ordering Document supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this EA Ordering Document must be in writing and signed by an authorized representative of each party, except for any modifications or amendments to the foregoing documents incorporated by reference shall apply equally to this EA Ordering Document.

ACCEPTED AND AGREED:

[sample only—do not sign]

(Customer)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

Proposal Letter



[Sample Only, Intentionally Left Blank]