



Federal GSA Schedule Pricelist

AUTHORIZED FEDERAL ACQUISITION SERVICE
INFORMATION TECHNOLOGY SCHEDULE
PRICELIST GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT,
SOFTWARE AND SERVICES

Contract No. GS-35F-5086H

Modification 357

Current with all Amendments as of October 13, 2017
Contract Period: March 11, 1998 to March 10, 2018

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**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

SPECIAL ITEM NUMBER 132-32 TERM SOFTWARE LICENSE

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a different SIN (132-34).

FSC/PSC CLASS 7030 -ADP SOFTWARE
Large Scale Computers and Microcomputers
 Application Software
 Electronic Commerce (EC) Software
 Communications Software

FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP
EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT

X Maintenance of Software

SPECIAL ITEM NUMBER 132-33 PERPETUAL SOFTWARE LICENSE

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FSC/PSC CLASS 7030-ADP SOFTWARE
Large Scale Computers and Microcomputers
 Application Software
 Electronic Commerce (EC) Software
 Communications Software

Note: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NUMBER 132-34 MAINTENANCE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

FSC/PSC CLASS J070-MAINTENANCE/REPAIR/REBUILD OF EQUIPMENT-ADP
EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT
 Maintenance of Software

SPECIAL ITEM NUMBER 132-50 TRAINING COURSES

FSC/PSC CLASS U012 EDUCATION/TRAINING – INFORMATION TECHNOLOGY

Training Courses for Information Technology Equipment and Software

SPECIAL ITEM NUMBER 132-51 INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FSC/PSC Class D301	IT Facility Management
FSC/PSC Class D302	IT Systems Development Services
FSC/PSC Class D306	IT Systems Analysis Services
FSC/PSC Class D307	Automated Information Systems Services
FSC/PSC Class D308	Programming Services
FSC/PSC Class D311	IT Data Conversion Services
FSC/PSC Class D317	Creation/Retrieval of IT Related Data Services Creation/Retrieval of Other Information Services
FSC/PSC Class D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.



380 New York Street, Redlands, CA 92373-8100

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Contract Number: GS-35F-5086H

Current through Modification 357 dated October 13, 2017

Period Covered by Contract: March 11, 1998 through March 10, 2018

General Services Administration
Federal Acquisition Service

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage!® System (<http://www.gsaadvantage.gov>)

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SIGNIFICANT CHANGES

Effective October 13, 2017

Description Change: Labor Category Description Change

Effective August 17, 2017: **New Products:** City Eng; ArcGIS Enterprise Jumpstart **Price Decrease:** ArcGIS for Maritime: Charting, ArcGIS Desktop Ext Bundle **Deletions:** ArcGIS for Maritime Charting, ArcGIS Desktop Ext Bundle Concurrent Use

Effective July 20, 2017: **Deletions:** Business Analyst Online Organization Plans; Community Analyst Organization Plans;

Business Analyst Desktop; Business Analyst Server *(ArcGIS Developer has moved from Category C to Category A)*

Effective June 30, 2017: **Deletions:** EDN Maintenance

Effective June 9, 2017: **New Products:** ArcGIS Online Named Users; ArcGIS Developer Subscriptions; Navigator for ArcGIS Enterprise Annual Subscription; Navigator for ArcGIS Online Annual Subscription

Effective May 4, 2017: **Deletions:** EDN, ArcGIS Online Organization Plans; App Studio for ArcGIS; Navigator for ArcGIS; EDN Instructor-led Training

Effective May 3, 2017: **New Products:** ArcGIS Desktop Extensions; ArcGIS Enterprise; ArcGIS GeoEvent Server; ArcGIS Image Server; Roadway Reporter Extension; ArcGIS GeoAnalytics Server; Insights for ArcGIS; ArcGIS Enterprise Federal Named Users; GeoPlanner for ArcGIS

Effective March 15, 2017: **New Products:** ArcGIS Desktop Term Software; ArcGIS Enterprise Term and Perpetual Software; ArcGIS Image Server Term Software; Insights for ArcGIS Term Software; ArcGIS Enterprise Federal Named Users Term

Effective March 2, 2017: **Licensing Update:** Appendix A

Effective January 26, 2017: **Price Decrease:** Drone2 Map; ArcGIS for Aviation, Charting Bundle; **Product Deletions:** ArcGIS Image Extensions for Server; ArcGIS GeoEvent Processor Extension for Server, GeoPlanner for ArcGIS; StreetMap for Windows Mobile

Effective September 29, 2016: **New Products:** ArcGIS Online Developer Deployment Plan Level 1-Level 7 Monthly Subscriptions. **Price Increase:** Client Site Training, Site Training, Instructor Led Training and Training Pass

Effective August 18, 2016: **Product Deletions:** Virtual Campus Training; Virtual Campus Premium; CAD Bundles; Geocoding Bundle; Geospatial Bundles; Imagery Bundles; Web-Visualization Bundles; CAD Maintenance Bundles; Geocoding Maintenance Bundle; Geospatial Maintenance Bundles; Imagery Maintenance Bundles; Web-Visualization Maintenance Bundles

INFORMATION FOR ORDERING ACTIVITIES

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ online shopping service (www.gsadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract

The geographic scope of this contract is the 48 contiguous states, Washington D.C., Alaska, Hawaii, Puerto Rico, and U.S. Territories. U.S. Government Agencies authorized to procure off this Information Technology Schedule Pricelist may order software (Special Items 132-32 and 132-33) only for delivery to overseas locations controlled by U.S. Government Agencies exclusive of Cuba (not including U.S. Naval facilities at Guantanamo Bay), Iran, Syria, North Korea, and Sudan. Installation, on-site maintenance, and other on-site services shall be performed only in the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico. Agencies authorized to procure from this contract are limited to: federal agencies in the executive, legislative, and judicial branches as well as government contractors authorized in writing by a federal agency pursuant to GSA's Administrative Memorandum ADM 4800.2H, June 2013 entitled "*Eligibility to Use GSA Source of Supply and Services*". The use of this schedule is not extended to state and local government agencies. This contract does not apply to items that are purchased with the intent to use them outside of this geographic scope.

2. Contractor's Ordering Address and Payment Information

Ordering Address:	Payment Address:
Attn. Customer Service – GSA	Esri
Esri	File 54630
380 New York St.	Los Angeles, CA 90074-4630
Redlands, CA 92373-8100	

Contractors must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used, by ordering agencies to obtain technical and/or ordering assistance: 1-800-GIS-XPRT (1-800-447-9778). Orders may also be transmitted via fax to 909-793-4801 or via e-mail to info@esri.com.

3. Liability for Injury or Damage

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279

Block 9:	Order/Modification Under Federal Schedule Contract	
Block 16:	Data Universal Numbering System (DUNs) Number:	06-313-4175
Block 30:	Type of Contractor:	C (Large Business)
Block 31:	Woman-Owned Small Business:	No
Block 37:	Contractor's Taxpayer Identification Number (TIN):	95-2775-732
Block 40:	Veteran Owned Small Business (VOSB)	No

- a. **CAGE CODE:** 0AMS3
- b. Contractor has registered with the Central Contractor Registration Database.

5. FOB: ORIGIN - FAR Clause 52.247-65 (Jan 1991)

6. Delivery Schedule

- a. Time of Delivery - The contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32	5 Days
132-33	5 Days
132-50	As mutually agreed
132-51	As mutually agreed

Expedited Delivery Times - For those items that can be delivered quicker than the delivery times in paragraph a. above, the ordering agency may contact Esri for a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

SPECIAL ITEM NUMBER	DELIVERY TIME (Hours/Days ARO)
132-32	Call Esri for availability
132-33	Call Esri for availability
132-50	Call Esri for availability
132-51	Call Esri for availability

Overnight and Two Day Delivery Times – Schedule customers may require overnight or two-day delivery.

- b. Urgent Requirements – When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three workdays after receipt. The Contractor shall confirm telephonic replies, in writing. If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET prices; Basic Discounts have been deducted.

- a. Prompt Payment: None
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions: Offered the same discount as all other Government customers.
- e. Other: None

8. Trade Agreements Act of 1979, as Amended

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing

Not Applicable

10. Small Requirements

The minimum dollar value of orders to be issued is as follows:

SIN 132-32 Term Software	\$100
SIN 132-33 Perpetual Software	\$100
SIN 132-34 Maintenance of Software	\$0
SIN 132-50 Training Courses	\$100
SIN 132-51 Professional Services	\$500

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

The maximum order value for the following Special Item Numbers (SINs) is:

SIN 132-32 Term Software	\$500,000
SIN 132-33 Perpetual Software	\$500,000
SIN 132-34 Maintenance of Software	\$500,000
SIN 132-50 Training Courses	\$25,000
SIN 132-51 Professional Services	\$500,000

12. Ordering Procedures for Federal Supply Schedule Contracts

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. Federal Information Technology/Telecommunication Standards Requirements

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 Federal Information Processing Standards Publications (FIPS PUBS)

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to the National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS

Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number 703-487-4650.

13.2 Federal Telecommunication Standards (FED-STDS)

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute Standards and Technology (NIST), pursuant to the National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA Federal Supply Service, Specification Section, 470 East L'Enfante Plaza, Suite 8100, S.W., Washington D.C. 20407, telephone number 202-619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number 301-975-2833.

14. Contractor Tasks/Special Requirements (C-FSS-370) (Nov 2003)

- a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- c. Certifications: License and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. Organization Conflicts of Interest: Where there may be an organization conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h. Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i. Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- j. Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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- k. Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. Contract Administration for Ordering Activities

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's Convenience, and (m) Termination for Cause (see C.1).

16. GSA Advantage!

GSA Advantage! is an online, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. *GSA Advantage!* will allow the user to perform various searches across all contracts including, but not limited to:

- a. Manufacturer
- b. Manufacturer's Part Number
- c. Product Category(s)

Agencies can browse *GSA Advantage!* by accessing the Internet World Wide Web utilizing a browser. The Internet address is <http://www.fss.gsa.gov/>.

17. Purchase of Open Market Items

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) – referred to as open market items – to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or deliver order, only if-

- a. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing [Part 5], competition requirements [Part 6], acquisition of commercial items [Part 12], contracting methods [Parts 13, 14, and 15], and small business programs [Part 19]);
- b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- c. The items are clearly labeled on the orders as items not on the Federal Supply Schedule, and;
- d. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. Contractor Commitments, Warranties, and Representations

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - 1) Time of delivery/installation quotations for individual orders;
 - 2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/ equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
 - 3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. Overseas Activities

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the Pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NOT OFFERED

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. Blanket Purchase Agreements (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPAs. Ordering activities shall follow FAR 8.405-3 when creating and implementing BPAs.

21. Contractor Team Arrangements

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74; Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, De-installation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirement of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8 or 132-9.

23. Section 508 Compliance

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

Esri is committed to meeting the requirements of Section 508 of the Rehabilitation Act Amendment of 1998 (36 CFR 1194) as implemented by the Electronic and Information Technology Accessibility Standards. Esri's goal is to enable effective use of its technology by all people. Esri is committed to providing the information you need to evaluate the impact of Section 508 on your GIS environment. Please refer to the Esri Section 508 – Accessibility Internet Web Site at <http://www.esri.com/software/section508/index.html> for specific information. Please check this site periodically. As new information becomes available, the Section 508 – Accessibility Internet Web Site will be updated.

The EIT standard can be found at: www.Section508.gov/

24. Prime Contractor Ordering From Federal Supply Schedules

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

-
- a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and,
 - b. The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. Insurance – Work on a Government Installation (Jan 1997) (FAR 52.228-5)

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective –
 - 1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - 2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, which ever period is longer.
- c. The Contractor shall insert the substance of this clause, including this paragraph c, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. Software Interoperability

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

Esri is committed to building open and interoperable commercial off-the-shelf software products. Please visit our Web site for full and detailed information on our commitment to Interoperability and Standards.
<http://www.esri.com/software/standards/index.html>

27. Advance Payments

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

Terms and Conditions Applicable to Term Software Licenses (Special Item Number 132-32) Perpetual Software Licenses (Special Item Number 132-33) and Maintenance (Special Item Number 132-34) of General Purpose Commercial Information Technology Software

1. Inspection/Acceptance

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. Guarantee/Warranty

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the product's standard commercial warranty will apply to this contract.
 - 1) **REMEDY.** During the warranty period, Esri's liability and the Government's exclusive remedy shall be: to correct, amend or replace the Software and Related Materials, in accordance with the applicable Esri User Support Policy, or to return the license fees paid and terminate the Agreement upon the Government returning the Software, Data, and Related Materials to Esri with a copy of the receipt.
 - 2) **LIMITATION.** Except as warranted in this Agreement, Esri does not warrant: that the Software, Data, and Related Materials will meet the Government's requirements; that the Software, Data, and Related Materials will operate in the combinations which the Government may select for use; that the operation of the Software, Data, and Related Materials will be free of errors (i.e., bugs), or that all errors will be corrected. Esri may provide certain Software, Data, and Related Materials free of charge to the Government, such as Software for limited evaluation purposes, pre-production releases of Software, and sample Data. Such Software and Data are provided as a courtesy to the Government on an "AS IS" basis and are not to be used for production purposes.
- b. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. Technical Services

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 909-793-3774 for the purpose of providing user assistance and guidance in the implementation of the software during the period of time when the product is covered under its original warranty period. The technical support number is available from 5:00 A.M. to 5:00 P.M. Pacific Standard Time. Additional technical support services are available from Esri and described in the "*Esri Maintenance and Technical Support Services*" section of this Schedule.

4. Software Maintenance

- a. Software maintenance as it is defined:
 - 1) **Software Maintenance as a Product**

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs,

discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2) Software Maintenance as a Service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance SERVICE shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).

5. Periods of Term License (SIN 132-32) and Maintenance (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance are to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, not withstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance are to be terminated at that time. Orders for the continuation of term license and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. Conversion from Term License to Perpetual License

Not applicable to Esri Contract

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

-
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is less, minus an amount equal to % of all term license payments during the period that the software was under a term license within the ordering activity.

7. Term License Cessation

Not applicable to Esri Contract

- a. After a software product has been on a continuous term license for a period of *months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. Utilization Limitations – (SIN 132-32, SIN 132-33, and SIN 132-34)

- a. Software acquisition is limited to Commercial Computer Software defined in FAR Part 2.101
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - 1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - 2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent agency. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, User Agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The User ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - 3) Except as is provided in paragraph 8.b 2) above, the ordering activity shall not provide or otherwise make available the software, documentation or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - 4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the

- 5) primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- 6) “Commercial Computer Software” may be marked with the contractor’s standard commercial restricted rights legend but the schedule contract and schedule Pricelist including the clauses, “Utilization Limitations” and “Additional Utilization Limitations” are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend/license. Digital data shall be considered restricted Commercial Computer Software under Esri’s GSA Federal Supply Schedule.

8.1 Additional Utilization Limitations

All Esri software, data, documentation, and web services are licensed subject to the terms of the commercial software License Agreement incorporated and listed below as incorporated Documents, as well as, the Utilization Limitations found above in §8. The License Agreement includes provisions applicable to Training and Maintenance as well. Software Maintenance is subject to the Esri U.S. Software Maintenance Program. Third Party data is subject to additional requirements.

Appendix A: Incorporated Documents

- 1) E204*: License Agreement with Addenda (9/19/16)
- 2) G559: Esri Content License Agreement (6/14/16)
- 3) J10044 Esri U.S. Software Maintenance Program (5/10/16)

Note: These documents can be found at <http://www.esri.com/legal/index.html> and at the back of this Schedule in Appendix A

*Comprise the Master License Agreement (MLA)

License Agreement

This License Agreement is between the Government ordering agency (“Licensee”) and Environmental Systems Research Institute, Inc. (“Esri”). The ordering agency acknowledges that they have read and understood this License Agreement and agree to be bound by the terms and conditions it contains.

Licensee may only use the type and number of copies of the software, data, web services, and documentation for which the appropriate license fees have been paid to Esri and in accordance with the terms of use outlined in Addendum 1(E300-1) of the License Agreement, and the licensed configuration on file with Esri Customer Service.

The GSA Contract (including any contract modifications or Orders issued thereunder) and the Licensor Agreements together constitute the entire agreement between the parties for products and services offered under this GSA Contract.

This License Agreement shall be deemed to be executed and effective with respect to the authorized ordering agency as of the date of issuance of an order under this GSA Federal Supply Schedule.

9. Software Conversions – (SIN 132-32 and SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under Perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. **Not applicable to Esri Contract:** Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. Descriptions and Equipment Compatibility

Please refer to the product brochure, “GIS by Esri”, as well as the “Production Line Tool Set Description” for an overview of the software capabilities and operating platforms under which they run. For information on

system requirements for Web Services, please refer to the Esri Web site at <http://arcweb.esri.com/arcwebonline/>. For further information, please call Esri at 1-800-447-9778.

11. Right-to-Copy Pricing

Not applicable to Esri Contract

No discounted pricing for right-to-copy licenses apply.

Terms and Conditions Applicable to Purchase of Training Courses for General Purpose Commercial Information Technology Equipment and Software (Special Item Number 132-50)

1. Scope

The Contractor shall provide training normally available to commercial customers, which is necessary to permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. Order

A written order, EDI orders (*GSA Advantage!* and FACNET) and credit card orders and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. The written order shall include the student's name, student's address, student's daytime phone number, student's fax number, course title, course date and time, and contracted dollar amount of the course.

3. Time of Delivery

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity. Registrations are processed by Esri on a first-come, first-served basis.

For courses offered at Esri facilities (Redlands and Esri Regional Offices): Class size varies depending on facility and available resources. The ratio of students to computers is 2:1.

For course offered at the ordering activity site: Class size is up to 12 students per instructor, depending on the level of hands-on instruction required for the course. The ordering activity will provide the facility, including computers, equipment and software. The ratio of students to computers should not exceed 2:1.

4. Cancellation and Rescheduling

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training. Such cancellation or rescheduling shall be at no additional charge for courses offered at Esri facilities. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a., above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge, if space is available.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date. The ordering activity agrees to either reschedule the training or to cancel the order without the Contractor incurring liability.

5. Follow-Up Support

Not Offered by Esri

6. Price for Training

The price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. Invoices and Payment

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324)

8. Format and Content of Training

- a. The Contractor shall provide written materials (i.e. manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - 1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - 2) The length of the course;
 - 3) Mandatory and desirable prerequisites for student enrollment;
 - 4) The minimum and maximum number of students per class;
 - 5) The locations where the course is offered;
 - 6) Class schedules, and;
 - 7) Price (per student, per class [if applicable])
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "No Charge" Training

Not Offered by Esri

Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)

The Information Technology Professional Services schedule can support the custom services needs for a variety of GIS applications. A detailed description of the types of work that can be contracted is included in this schedule. In order to develop a service package that responds to the requirements of each Government requesting office, requests for services should be coordinated with Esri's technical/ordering assistance contact at 1-800-GIS-XPRT. Technical staff is available to assist in developing a program that best responds to the ordering office's specific requirements.

1. Scope

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. Performance Incentives I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the Contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the Contractor. Incentives shall be based on objectively measurable tasks.

3. Order

- a. Agencies may use written orders, EDI orders, Blanket Purchase Agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks, which extend beyond the fiscal year for which funds are available, shall include FAR 52.232-19 (Deviation-May 2003) *Availability of Funds for the Next Fiscal Year*. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. Performance of Services

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any contractor travel required in the performance of IT Professional Services must comply with the Federal Travel Regulations or Joint Travel Regulations, as applicable, in effect on the date the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. Stop-Work Order (FAR 52.242.15) (AUG 1989)

- a. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -
 - 1) Cancel the stop-work order; or
 - 2) Terminate the work covered by the order as provided in the Default, or Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -
 - 1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - 2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage provided, that, if the Contracting Officer decides that facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. Inspection of Services

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. Responsibilities of Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data - General, may apply.

8. Responsibilities of Ordering Activity

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. Independent Contractor

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent contractor, and not as an agent or employee of the ordering activity.

10. Organizational Conflicts of Interest

Definitions:

- a. "Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
- b. "Contractor AND its Affiliates" and "Contractor OR its Affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any

joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

- c. An “Organizational Conflict of Interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates objectivity in performing contract work.
- d. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. Invoices

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. If appropriate, progress payments may be authorized by the ordering activity on individual orders. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. Payments

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. FAR 52.216-31 (Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition, as prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. Résumés

Résumés shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. Incidental Support Costs

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. Approval of Subcontracts

The ordering activity may require that the Contractor receive, from the ordering activity’s Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

Esri Labor Category Descriptions can be found under [“GIS Services Labor Categories”](#)

- b. Pricing for all IT Professional Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

Esri Labor Category Pricing can be found under [“SIN 132-51 Professional Services”](#).

USA Commitment to Promote Small Business Participation Procurement Programs

Preamble

Esri provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

Commitment

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small businesses to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged and women-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

NAME	Joseph Bleistein
TITLE	Esri Small Business Administrator
ADDRESS	380 New York Street, Redlands CA 92373
TELEPHONE	909-793-2853 (Ext. 3659)
FAX	909-793-798-2853
E-MAIL	jbleistein@esri.com

Best Value Blanket Purchase Agreement Federal Supply Schedule

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act *(Insert ordering activity Name)* and *(Insert Contractor Name)* enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract *(Insert contract number, i.e., GS-35F-5086H)*.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations, and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR 9.6).

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures:

Ordering Activity

(Date)

Contractor

(Date)

BPA NUMBER *(Insert Number)*

(Insert Customer Name)

Blanket Purchase Agreement

Pursuant to GSA Federal Supply Schedule Contract Number *(Insert Contract Number)*, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY with *(Insert Ordering Agency Name)*:

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

Model Number/Part Number	Special BPA Discount/Price
<i>(List Contract items)</i>	<i>(List Price or discount percentage)</i>

- (2) Delivery:

Destination	Delivery Schedule/Dates
<i>(Insert Address)</i>	<i>(Insert Dates)</i>

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be *(Insert dollar amount)*.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on *(Insert Date)*, or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

Office	Point of Contact
<i>(List Office and Address)</i>	<i>(Insert Name of Contact Person)</i>

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- Name of Contractor
 - Contract Number
 - BPA Number
 - Model Number or National Stock Number (NSN)
 - Purchase Order Number
 - Date of Purchase
 - Quantity, Unit Price, and Extension of each item (unit prices and extensions need not be shown when in compatible with the use of automated systems; provided, that the invoice is itemized to show the information)
 - Date of Shipment
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

Basic Guidelines for Using Contractor Team Arrangements

Federal Supply Schedule Contractors may use “*CONTRACTOR TEAM ARRANGEMENTS*” (see [FAR 9.6](#)) to provide solutions when responding to ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to [FAR 9.6](#) for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements
- Federal Supply Schedule Contractors may individually meet the customer needs, or
- Federal Supply Schedule Contractors may individually submit a Schedules “**TEAM SOLUTION**” to meet the customer’s requirement.
- Customers make a best value



Corporate Overview

Since 1969, Esri has helped organizations map and model our world. Our GIS technology allows users to effectively analyze and manage geographic information and make better decisions. We offer flexible, customizable, and easy-to-use GIS solutions deployable on desktops, servers, and mobile devices. These solutions are supported by our experienced and knowledgeable staff and extensive network of business partners and international distributors.

Esri applications provide the backbone for the world's mapping and spatial analysis. Esri software is used in more than 350,000 organizations worldwide including each of the 200 largest cities in the United States, more than two-thirds of Fortune 500 companies, more than 24,000 state and local governments worldwide, and many others in dozens of industries. Private ownership, a zero-debt policy, and a focus on communicating and collaborating with users all help Esri maintain its position as the market leader in GIS.

As a socially conscious business, we are proud that our technology is used by many organizations who apply GIS to solve problems and make our world a better place to live. We also actively support organizations involved in education, conservation, sustainable development, and humanitarian affairs.

By the Numbers

- HEADQUARTERED IN REDLANDS, CALIFORNIA, USA
 - 10 U.S. REGIONAL OFFICES
 - 350,000 CLIENTS
 - 80 DISTRIBUTORS WORLDWIDE
 - 1,800+ BUSINESS PARTNERS
- ANNUAL REVENUES OF \$794 MILLION
- 3,000 EMPLOYEES
- ZERO-DEBT COMPANY
- PRIVATELY HELD
- CONSISTENT ANNUAL REVENUE GROWTH



Esri Redlands Headquarters houses corporate offices, an auditorium, and State-of-the-art demo theaters

Corporate Capabilities

Financially Strong

Esri remains financially strong with zero debt, growing market share, and above-average growth for a global IT company.

Our GIS technology is primarily focused on managing, analyzing, applying, and presenting geographic data. In addition, a multibillion-dollar industry has developed around our products as other companies augment our technology or apply our tools in specialized applications and workflows. This growth is happening at an even faster rate than the growth of our core platform technology. Furthermore, because GIS technology is migrating to the web and to mobile devices like tablets and smartphones, we expect to see exponential growth in the next several years.

User Focus

On any given day, more than a million people around the world use Esri's GIS to improve the way their organizations conduct business.

Esri gives GIS users what they need by listening closely and incorporating their feedback and recommended improvements.

Esri also hosts the largest GIS industry event in the world, publishes two of the most widely circulated periodicals in the industry, and operates the leading GIS book publisher.

Clients

Esri software is used by more than 350,000 organizations worldwide including most U.S. federal agencies and national mapping agencies, 45 of the top 50 petroleum companies, all 50 U.S. state health departments, most forestry companies, and many others in dozens of industries.

Esri software is the standard in state and local government and is used by more than 24,000 state and local governments including Paris, France; Los Angeles, California, USA; Beijing, China; and Kuwait City, Kuwait.

Esri Professional Services

The Esri Professional Services Division has successfully collaborated with government, commercial, and other organizations to implement innovative GIS solutions. The Division offers [project](#), [implementation](#), and [industry-focused](#) services that include knowledge transfer to help users deploy GIS on their own, customization of off-the-shelf GIS technology, and delivery of ready-to-use enterprise systems. With each project, Esri leverages the technology developed and lessons learned through nearly 40 years of development of GIS solutions.

Corporate Alliances

Esri fosters relationships with more than 65 software, technology, data, hardware, system integrator, and consulting companies to ensure product compatibility and explore new technologies. Esri works closely with major [technology leaders](#) such as Amazon Web Services, AT&T, Citrix, IBM, Microsoft, Oracle, SAP, SAS and others.

Education

Esri delivers the most sought-after training solutions in the industry. Each year, more than 25,000 GIS professionals and students in the United States are trained by Esri or Esri-authorized instructors. In addition, more than 11,000 individuals from 180 countries have enrolled in Esri Web-based training courses and approximately 50,000 students a year complete university courses taught with Esri software.

History

Esri president [Jack Dangermond](#) was one of several GIS pioneers who studied at the Harvard Laboratory for Computer Graphics and Spatial Analysis. While others went on to successful careers in academia and consulting, Jack and his wife, Laura, founded Environmental Systems Research Institute, Inc. (Esri), in Redlands, California.

Esri's early mission focused on organizing and analyzing geographic information to support land planners and land resource managers in making well-informed environmental decisions. Early projects included developing plans for rebuilding the city of Baltimore, Maryland, and assisting Mobil Oil in selecting a site for the new town of Reston, Virginia. From these projects emerged concepts for processes and tools that could be applied in an automated environment.

During the 1980s, Esri focused on developing and applying a core set of application tools in a computer environment to create a geographic information system. This became known as GIS technology, and in 1982, we launched our first commercial GIS software called ARC/INFO. Over the next 20 years, Esri evolved from a small consulting firm to the largest GIS research and development organization in the world.

Each stage in Esri's evolution has involved major technology changes. Today it's the Web and Web GIS. The power of the Web promises to support more GIS collaboration. Applications already possible include sharing commercial services, mashups, and data replication services. The Web is also making GIS more distributed, multiparticipant, and open.

This means that more and more people are engaged in activities such as creating and interacting with maps online, so Esri has steadily integrated the online experience into ArcGIS technology. Software such as ArcGIS Desktop and ArcGIS Explorer provide instant access to a host of online services, including maps and tools. Esri is also taking advantage of cloud computing opportunities to help make GIS available to anyone, anywhere. [ArcGIS.com](#) is Esri's newest online experience that brings content, tools, and the growing GIS community together in one Web portal.

Esri Software Solutions

ArcGIS®: Mapping & Analysis for Understanding Our World

ArcGIS is a complete system for designing and managing solutions through the application of geographic knowledge. It enables you to perform deep analysis, gain a greater understanding of your data, and make more informed high-level decisions.



Features of ArcGIS

- [Cloud](#) – and cloud services are central components of the ArcGIS system...
- [Sharing](#) – upload GIS resources to ArcGIS Online. You can choose to keep them private, share with groups, or share with everyone...
- [Access to Spatial Data](#) – directly access spatial database tables...
- [Productivity](#) – enhanced cartography and map automation (labels, symbology, reporting, and data access.)...
- [Mobile](#) – access ArcGIS for Android directly from Google Play and the Amazon App store...
- [Developers](#) – use Python scripting to write add-ins for ArcGIS for Desktop applications...
- [Analysis](#) – Geoprocessing packages allow share of analysis and workflows....
- [Imagery](#) – simple creation of image products and height measurement from sensor data...
- [Administration](#) – new administration tools for enterprise geodatabases...

Compliance with IT Standards

ArcGIS is based on [accepted standards](#) to ensure a high level of interoperability across platforms, databases, development languages, and applications.

- Secure, reliable, and maintainable architectures
- Optimized performance, scalability, agility, and productivity

Online Content and Capabilities

Regardless of whether you use ArcGIS on the desktop, web, or a mobile device, you can get great content and share interactive, intelligent maps using [ArcGIS Online](#).



Esri Managed Services

Esri can host and manage an organization’s GIS software technology, including custom web applications and data content, in a reliable environment that includes: Infrastructure; Software; Application deployment and testing; Ongoing data management; and, 24/7 technical support and monitoring. The Esri Managed Services packages offer preconfigured hosting options grouped by system availability (Standard and High), and support different levels of usage.

Esri Managed Services Packages	Map Requests (per day)	Data Storage
Standard Availability (95%) Small	30k	500 GB
Standard Availability (95%) Medium	90k	1 TB
Standard Availability (95%) Large	120k	2 TB
High Availability (99%) Small	30k	500 GB
High Availability (99%) Medium	90k	1 TB
High Availability (99%) Large	120k	2 TB

All packages include 24/7 technical support and monitoring; Enterprise Geodatabase, and up to 3 Map Services. A one-time setup fee is required for all packages.

Optional services are also available including additional map services, additional map requests, additional data storage, data updates, data backups, and application updates that would support the additional operational needs of an organization. Additional information can be found at <http://www.esri.com/software/arcgis/arcgisserver/managed-services.html>

Data

In addition to ArcGIS online maps and data, Esri provides a full spectrum of ready-to-use geospatial data products delivered on DVD or network storage device so that you have access to the data locally. These include:

Data Appliance for ArcGIS® [Data Appliance for ArcGIS](#) delivers maps and tasks optimized for publishing with ArcGIS for Server on a preconfigured network storage device. Users can publish their own services quickly and securely with the terabytes of cached imagery, street, shaded relief and topographic basemaps, as well as reference layers.

Data & Maps for ArcGIS® Use demographic, segmentation, and consumer-spending data as well as business listings and other market data for location analysis, customer profiling, and other market research and analysis projects.

Jump-start your GIS projects with ready-to-use vector and raster data packaged with ArcGIS Software.

Find the data product that is right for you, go to http://www.esri.com/products/index.html#data_panel

Esri Location Analytics

Esri® Business Analyst™ Product Suite

The Esri Business Analyst suite is an affordable and scalable family of products composed of web-based, desktop, and server applications that enable both small businesses and enterprises alike to access a wealth of data and maximize their return on investment.

- [Esri® Business Analyst™ Desktop](#)
- [Esri® Business Analyst™ Server](#)

Esri Specialized GIS Applications

Esri® Mapping and Charting Solutions

(extensions to ArcGIS for Desktop)

[ArcGIS for Aviation: Airports Solution](#) provides Aeronautical Information Management (AIM) users with data models, workflows cartographic tools, and symbology rules to meet organization specifications for producing aeronautical charts. ArcGIS for Aviation also delivers to airport user functionality for efficient data management and quality control including automated tools for airspace analysis and planning.

[ArcGIS for Aviation: Charting](#) provides the ability to efficiently create, maintain, and publish aeronautical products.

[ArcGIS for Aviation: Airports](#) provides the capabilities to store, manage, quality review, and analyze airport operations infrastructure data.

[Esri Defense Mapping](#) helps you efficiently manage defense specification-compliant products. It has several prebuilt defense specifications and is tailored to meet the needs of defense mapping agencies and contractors.

[ArcGIS for Maritime: Charting Solution](#) provides a GIS-based platform for nautical data and chart production. It allows you to create, analyze, and maintain data integrity that meets nautical industry and hydrographic standards and specifications.

[ArcGIS for Maritime: Bathymetry Solution](#) lets scientific, government and commercial organizations simplify and unify management of their bathymetric data to make it easier to support all common bathymetric purposes using the same data. This “produce once, use many” capability makes it easy to serve and use your data for a variety of needs.

[Esri Production Mapping](#) includes tools for quality control, database editing, cartographic product generation, and workflow management.

Esri® Roads and Highways

(extensions to ArcGIS)

[Esri Roads and Highways](#) extends ArcGIS for agencies that are responsible for road and highway maintenance and operations. Using Esri Roads and Highways, agencies can seamlessly integrate multiple linear referencing system (LRS) networks to leverage the advanced LRS management, visualization, and analysis capabilities of the geodatabase.

Esri Maintenance and Technical Support Services

The Esri user support philosophy is simply: to provide our users with all the information and guidance they need to achieve their objectives with Esri GIS software. Our mission is to answer questions, resolve problems, inform you of new developments and enhancements promote self-help, and listen to your needs and ideas.

Technical Support¹ Hotline

Our staff of software experts is available to answer technical questions and troubleshoot problems from 5 a.m. to 5 p.m. (Pacific Time), Monday through Friday. (*Note: Our offices are closed on most major US holidays.*) You can call toll free 1-888-377-4575 ext 2 or locally at 909-793-3774.

Secure Support Program Overview ¹

COMPONENTS OF SECURE SUPPORT PROGRAM

- Secure handling of classified customer information at appropriate level DoD security clearance
- Designated Secure Support Technical Account Lead
- Ability to communicate with Esri Technical Support via secure communication channels
- Priority Incident Management
- Improved SLA times for incident response and update
- Coordination with additional resources outside of Support Services
- Access to the Esri Internal Software Alert Newsletter
- Quarterly Technical Support Reviews with key players at Esri

SECURE HANDLING OF CLASSIFIED CUSTOMER INFORMATION

Organizations within the U.S. Federal space that work with classified data, applications, or information have classically found shortcomings when working with Esri Technical Support. When technical support issues required accessing this information, significant effort was put on the customer to sanitize their information before sending to Esri – and endeavor that required time and effort. In the most extreme cases, information could not be reduced to a non-classified state and the result was typically an inability to fully engage the capabilities of Esri Technical Support.

Within the context of the Secure Support Program, these issues no longer exist. Secure Support customers have the ability to engage a member of the Secure Support team anytime the resolution of their issue requires the handling of classified data, applications, or information. To support this need, the Secure Support team is comprised of technical staff that all hold active high level DoD clearances.

DESIGNATED SECURE SUPPORT TECHNICAL ACCOUNT LEAD

In subscribing to Secure Support, customers have the benefit of access to a Technical Account Lead (TAL) who will assist the customer with various aspects of the management of logged support incidents including:

- The TAL will maintain a working knowledge of the Esri software in use by the customer
- The TAL will be responsible to ensure that incidents will be prioritized above Standard Support incidents maximizing faster response by a Support Analyst
- The TAL will work closely with the Support Analyst and other members of Esri Technical Support staff to ensure that all available resources are being used to progress toward resolution of logged incidents
- A daily status update on all open support incidents will be sent to the customer by the TAL
- The TAL is also responsible to act as a single point of contact for the customer as a reach back point into other groups at Esri that can assist on technical escalations – such as Esri Development, Technical Marketing, Professional Services, etc.

¹ Users must be current on their maintenance in order to submit a support request.

PRIORITIZED INCIDENT MANAGEMENT

Technical support incidents reported by Secure Support customers are given priority routing, and assignment to Senior Technical Support Analysts. Customers also benefit from priority handling of all technical support requests through incident monitoring and feedback by the designated TAL.

- Software defects affecting Secure Support customers are prioritized through the internal User Advocacy Group (UAG) to provide timely workarounds or resolutions
- For identified software defects that are approved for an out of cycle hot fix or patch, the TAL will walk the issue through Esri Support Services established Critical Incident to efficiently push the issue to the Quick Fix Engineering (QFE) team for analysis
- All diagnostic and proactive testing of fixes can take place around the clock through constant interaction between the TAL and qualified Senior Support Analysts

COORDINATION WITH ADDITIONAL RESOURCES OUTSIDE OF SUPPORT SERVICES

At times, the root cause of a customer reported issue relates to a system specific occurrence, configuration or customization at the customer site. In other cases, additional technical training may be the best approach to assist the Secure Support customer. In cases such as these, Esri Support Services will reach out to other groups at Esri who specialized in providing this type of assistance to customers.

- As required, TAL's will ensure proper routing of additional support service requirements to relevant teams within Esri
- As appropriate, TAL's will remain engaged with these other support services to allow for a consistent understanding of the status of relevant technology related issues outside of Esri Support Services
- In cases where onsite or consulting services are required, the TAL will act as a central point of coordination with teams back at Esri and with Support Services

GOVERNMENT ISSUANCE OF FORM DD254

In order to provide Secure Support, Esri utilizes cleared personnel, classified facilities, materials/data, and secure Automated Information Systems (AIS) equipment and software. Esri will provide all of these resources under the terms of this Contract. However, in order to do so, as a government contractor, Esri requires that the ordering activity procuring Secure Support issue a "Contract Security Classification Specification" document to Esri, this document is commonly referred to as "Form DD254". The [DD254](#) will specify (to a classification level appropriate for the contract):

- Clearances for Esri Secure Support personnel;
- Classified safeguarding (within an appropriate Esri facility);
- Classified receipt and generation of hardcopy and digital materials at Esri; and
- Secure AIS at Esri.

Esri has a current and active government Facility Clearance (FCL) issued by the Defense Security Service.

For additional information please contact [Kyle Lisboa](#), Program Manager at 909-793-2853 extension 2866.

Online Support

The Esri Online Support Center is an Esri Web site that communicates new technical information to Licensee and to the Esri user community in the form of updated product documentation, blog posts, technology announcements, and more. The Esri Online Support Center can be found at <http://support.esri.com>. Licensee can also report an Incident using the Esri Online Support Center.

Esri User Advocacy Group

A User Advocacy Group is a group within Support Services created to improve Esri's ability to understand and respond to technical issues impacting Esri licensees. The UAG encourages feedback from the user community by collecting user information which is presented to development teams to help shape the future direction of Software. UAG may be contacted through Esri Support Services.

Esri Customer Service

Esri offers an online customer service website (<http://service.esri.com/>). This single website can provide you with a comprehensive view of your Esri information, both personal and/or organization. The components of this site include:

- **ESRI CUSTOMER CARE PORTAL** – a single site which gives the ability to manage your software and licensing for ArcGIS 10.0. You can view order, technical support, and training information for yourself and/or your organization. This site also gives you the ability to track shipments, review maintenance terms, request maintenance software quotations, download a complete list of your Esri software licenses, and much more.
- **PRODUCT REGISTRATION** – can be used for ArcGIS for Desktop Single Use software and their extensions, your Server software (ArcSDE, ArcIMS, ArcGIS for Server and their extensions), and your Developer software (ArcGIS Engine).
- **REQUEST UPDATES** – this form provides the necessary information to update your license files for Concurrent Use software products.
- **REQUEST A NEW LICENSE FILE** – this form provides the necessary information to create a license file for your Concurrent Use software products.
- **ORDER A HARDWARE KEY** – allows you to order hardware keys as needed for your Concurrent Use software products.
- **LEARN ABOUT YOUR SOFTWARE MAINTENANCE** – the benefits, which software products qualify, what you get with your maintenance, and FAQs about maintenance terms, renewals, and quotes.

Downloads

Get the latest software updates, patches and bug fixes, samples, user contributed ArcScripts, data models, geoprocessing models and scripts, and evaluation software. Downloads can be found at the [Esri Support Center](#).

News and Publications

Stay current with the latest articles and announcements found at [Esri.com](#). There are also several [Esri publications](#) that you can subscribe to for the latest GIS technology news, as well as [Blogs](#) addressing numerous topics from Communities to Training and Support. You will also find free Esri [Podcasts](#) that provide an easy way to obtain the latest news and information from Esri.

Esri Annual User Conference

As the largest GIS conference in the world, this comprehensive annual gathering offers innovation at its best. You're invited to come together with GIS users from more than 120 countries and share in the amazing activity, energy, and motivation that stem from the Esri UC every year. Be part of the next extraordinary UC experience **July 10th – 14th, 2017** in **San Diego, California**. Additional information can be found at <http://www.esri.com>.

User Groups

Participating in a user group is a great way to meet people like you who use Esri software and want to share information, data, software tips, and project experiences. User groups are typically based on location or a specific industry. The [Federal User Conference](#) is held in February at the Walter E. Washington Convention Center in Washington D.C.

Esri Training and Education



Learn from the World Leader in GIS

www.esri.com/training

Choose the Right Software Training

Given all the options for training that are available today, it can be hard to decide which to pursue. Training, availability, and cost all play a part in the final decision. Here are some guidelines that will help you choose the training format that is right for you and your organization.

Esri Instructor-Led Training

Esri offers a variety of instructor-led courses that explain geographic information system (GIS) concepts, explore GIS applications, and teach how to use Esri GIS software and related technologies. Instructor-led training is ideal for those who need to learn the most in the shortest amount of time. It is especially recommended for application programmers and critical technical staff, for those who have specific technical or application questions, and for those who are new to GIS or do not have the full support of skilled staff on the job.

Instructor-led courses combine personal delivery, hands-on experience, and class participation to create a rich learning environment. Class lecture materials and software exercises give students ample time to apply what they learn. All of Esri's training facilities implement the policy of one person per computer so students can remain focused on learning. Students receive high-quality course materials that contain course lecture notes, step-by-step exercises as well as digital exercise data they require to complete their hand-on activities. Instructor-led courses are taught by Esri instructors who themselves are subject-matter experts. With an education in GIS-related fields, Esri instructors are highly skilled in the use of Esri software and can effectively teach technical content whether it is to an introductory or an advanced audience. Upon completion of the course, students earn an official Esri certificate of completion and are able to keep the instructional materials used in class for their personal reference.

Regional learning centers throughout the United States as well as Esri's corporate headquarters in Redlands, California provide a variety of locations for instructor-led training. Instructor-led courses are offered in a variety of delivery formats, which may include scheduled classes at an Esri site, using an online classroom, and/or Web-based training. Organizations may also schedule a private class, to include up to twelve employees, at an Esri Site, or your organization can host a course, allowing Esri to bring training directly to you. Individual attention, direct peer interaction, professional networking, and the ability to get answers to questions on the spot are all components that make instructor-led training an effective learning environment. For more information, visit [Esri Instructor-Led Training](#).

Esri Sharable Content Object Reference Model (SCORM)

Esri has published Esri-authored web courses and training seminars that comply with the Sharable Content Object Reference Model (SCORM).

SCORM is a collection of standards and specifications that enable interoperability, accessibility, and reusability of Web-based learning content. Using third party Learning Management Systems (LMS), an agency has the ability to ingest Esri self-paced e-Learning content into their Intranets for deployment to their employees. An LMS system not only serves training content, but also

has the capability to track a student's progress through the learning experience. Organizations that ingest Esri's SCORM content into their LMS are licensed to use the content for a one-year period.

Free Live Training Seminars

No-cost live training seminars feature presentations and demonstrations on focused topics by subject matter experts. Live training seminars take advantage of streaming technology and are delivered directly to your desktop. You can ask the presenter questions and get answers in real time. Visit www.esri.com/lts for a schedule of upcoming seminars.

Customized Training

Esri provides customized training designed to meet specific agency and user needs. This normally involves limited modification of a standard Esri instructor-led course to include subjects of primary importance. Under special arrangements, Esri can design a completely customized course with new course material that incorporates user-defined scenarios, exercises, and data. Course materials include prepared lectures, hands-on exercises, and data sets. Training is available at Esri learning centers locations, an agency's premises, or on the Web. The goal of Esri customized training is to support users so they are productive, self-sufficient, and successful in using Esri software. For more information about Esri customized training, email GIStraining@esri.com.

Client Coaching Services

Esri Client Coaching Services provides one-day of personal instruction or coaching in an informal classroom setting immediately following attendance (on the next calendar day) of an Esri standard COTS instructor-led training course. The same instructor that taught the preceding COTS course will provide instructional content for a day of Client Coaching that may include one or more of the following:

- Demonstrations of functionality learned using client's sample data
- Q & A session focusing on topics introduced in the preceding COTS class, theoretical application to client's workflow and internal environment
- Additional instructional depth on specific topics provided in preceding COTS class
- Personalized guidance/coaching from the client's perspective for application of COTS class concepts.

Esri Press Books

Esri Press publishes books on GIS, cartography, and the application of spatial analysis to many areas of public and private endeavor including land-use planning, health care, education, business, government, science, and many others. Self-study workbooks are also available for highly motivated students who can do the work and master the content with little outside support. Recommended for those who would rather read than listen, Esri workbooks are a textbook format that are used by many college and university courses as well as corporate training programs. For more information about Esri Press books, visit www.esri.com/esripress.

Esri Professional GIS Services



Esri helps clients in a wide range of industries solve business problems by implementing GIS. Esri draws from over 40 years of experience in the field of GIS software, project planning, enterprise integration, and solutions, plus that of a broad network of partners to help you create the GIS solution that specifically meets the needs of your organization.

Esri Staff represent a full depth of expertise in highly complex design, development, deployment, and integration of GIS solutions. Whether you need knowledge transfer assistance while deploying GIS on your own, customization of off-the-shelf GIS technology, or the delivery of a ready-to-use enterprise system, we offer services to support you.

Bringing Esri Knowledge, Skills, and Abilities to You

When you work with Esri Professional Services, you benefit from our

- Over 40 years of GIS project experience
- Depth of skills with related technologies
- Expertise in a wide range of industries
- Use of the latest information technology and best practices
- Access to leading-edge GIS software functionality
- Knowledge of the future direction of Esri products
- Access to a large network of partner organizations

Growing and Extending GIS

Esri has a close connection with GIS users worldwide helps us provide requirements and feedback directly to the Esri software development team to advance core GIS technology to better meet your future needs. In addition, Esri opens new markets to GIS through work on leading-edge projects.

Our Methodology

Our preference is to work in a collaborative and trusting environment with our customers because we believe that this provides the right environment in which to properly understand and deliver solutions. Therefore, we select an appropriate project management methodology in consultation with you to ensure a common and integrated delivery framework.

In general, we break down the GIS project life cycle into five phases, around which we have structured our services:

- Strategy and Planning
- Analysis and Design
- Development
- Deployment
- Operations and Maintenance



How We Work

We organize and manage total project solutions, drawing on our own experience or partnering with other organizations as needed. We also work in support of other organizations by providing special expertise in Esri software and methodologies.

We offer services to help you with the entire GIS project life cycle or just those phases for which you need help. Extended support is available for clients with specific implementation support requirements.

We view your GIS project as a partnership between you and Esri. Collaboration and open communication are key to the successful delivery of your solution, and we will provide regular, ongoing progress reports to your team in an agreed-upon manner.

Learn More

➔ Visit the Esri Professional Services website at www.esri.com/services

Esri Professional GIS Services Labor Categories

There are a number of classifications for staff at Esri. These classifications are based on the kind of services required, years of experience, and educational background. Esri will work with the government to ensure that the most appropriate types and levels of staff are estimated and planned into proposed tasks.

These experience/education substitutions are applicable to all labor categories:

- Two years of experience is equivalent to an associate's degree.
- Four years of experience is equivalent to a bachelor's degree toward either the education or experience requirement.
- A master's degree is equivalent to three years of experience (beyond a bachelor's degree).
- A doctorate is equivalent to five years of additional experience (beyond a bachelor's degree).

Note: The descriptions below outline the technical staff members that provide a broad range of services in support of software applications. Esri reserves the right to categorize nontechnical staff members required to support client-specific, unique requirements within the education and experience levels listed below, exclusive of the technical descriptions.

Labor Category	TME201/TME202 Principal GIS Consultant/Program Manager (M3)
Description	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.
Education/Experience	Bachelor's or master's degree with 10–20+ years of experience in a related professional role

Labor Category	TME205/TME206 Senior GIS Consultant/Project Manager (M2)
Description	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.
Education/Experience	Bachelor's or master's degree with 5–10+ years of experience in a related professional role

Labor Category	TME210/TME211 GIS Consultant/Project Manager (M1)
Description	<p>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.</p>
Education/Experience	Bachelor's degree with up to 5 years of experience in a related professional role

Labor Category	TME215/TME216 Senior GIS System/Software Architect (S3)
Description	<p>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.</p>
Education/Experience	Bachelor's degree with 5–10+ years of experience in a related technical field

Description	TME220/TME221 GIS System/Software Developer (S2)
Education/Experience	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.
	Bachelor's degree with 3–10+ years of progressive experience in a related technical field

Labor Category	TME225/TME226 GIS Technical Specialist/Engineer (S1)
Description	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.
Education/Experience	Bachelor's degree with up to 5 years of experience in a related technical field

Labor Category	TME230/TME231 GIS Database Specialist/Analyst (DB)
Description	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.
Education/Experience	Bachelor's degree with up to 3 years of experience in a related field

Labor Category	GIS Data Processor (DP)
Description	Staff members in this labor category provide database development support to create cartographic and digital data products. Areas of expertise include performing source document preparation, data coding/attribution, data conversion and migration, editing, QA/QC, and database creation tasks utilizing ArcGIS. This category of staff includes technical interns on temporary assignment.
Education/Experience	Non-exempt staff with 0-1 years of experience in a related field (Note: this category is incidental to and used solely to support hardware, software and/or professional services and cannot be purchased separately.)

FIRM FIXED PRICED SERVICES

The following packages are offered on a Firm Fixed Price (FFP) basis as a supplement to Esri’s labor categories to address specific client requirements.

▪ **Professional GIS Services One-Week Package (FFP)**

The standard and advanced Professional GIS Services Packages can be purchased in single or multiple quantities to meet the client’s requirements for short- or long-term GIS services provided at the client’s site. (Note: Advanced Professional GIS Services Packages are staffed by senior analysts for working higher/more complex tasks and statements of work). Esri offers the full spectrum of GIS consulting services including project design and planning, project management, GIS orientation seminars and workshops, requirements analysis, database and application design, as well as system configuration and customization. On-site services provide an opportunity for technology transfer in the client’s environment and are performed to support a user-defined agenda or objectives. This standard package includes the cost of travel and preparation. Should the client’s location require only local travel or should the client have a requirement for support in Esri facilities, reduced travel costs will be converted to additional consulting time.

For more information or to request a quote for a Professional GIS Services Package, send an email to pspackages@esri.com.

▪ **Jumpstart Packages (FFP)**

Jumpstart packages provide on-site installation and configuration support for either ArcGIS for Server (2 or 4 server packages available) or Esri Tracking Server on customer provided physical or virtual servers by one Esri Consultant. With installation, configuration, and loading of a subset of customer data being the priority during the specified engagement, services may include standard technology topics such as:

- Setup and Configuration
- Services (ex. Map, Feature, Images etc.)
- Administration and Diagnostics
- Data Sources
- Caching
- Performance and Scalability Considerations
- Enterprise GIS Resource Overview

Customers will be provided a jumpstart prerequisite and checklist document prior to the on-site visit. (Jumpstart services package requirements can be found at <http://www.esri.com/legal/pdfs/services-packages-requirements.pdf>).

Support will be provided at a mutually agreed upon customer location during a single on-site visit within the United States on consecutive business days during a single work week. These packages are fixed price services engagements where the deliverable is consulting time. There are no additional materials included. For questions or additional information you may call Esri at 1-800-447-9778, e-mail profservices@esri.com, or request a call from an Esri Professional Services representative by going to <http://www.esri.com/apps/company/profservices/index.cfm>.

▪ **Application Development Center (ADC) (FFP)**

The Application Development Center one-week package provides a studio environment at Esri’s facilities in Redlands, CA for users of Esri products to receive consulting services customized to support their application. By utilizing the Application Development Center, users will have the opportunity to work with a wide spectrum of Esri technical staff to support their project or application. Involvement by Esri staff is based on client specified requirements. Activities could range from system

administration and application programming to data automation and database design. The purpose of this package is to provide resources, knowledge, and an environment to facilitate and accelerate the transfer of GIS implementation technology between Esri and the client.

▪ **Defense Technology Center (DTC) (FFP)**

The DTC is an advanced prototyping facility to help the customer develop specific Esri-based applications, to work through a problem area, or to brainstorm an application. The focus is “hands on” through writing code as sample applications or to assist in developing a working application for the customer. The main “service” provided is “one-on-one” time with programmers and database specialists. During their time at the DTC customers will be able to interact with Esri application developers in a complete technical environment. Time in one of two sized studios includes use of computer hardware (client computers, servers, and plotters), access to Esri staff (programmers, database specialists), Esri software, and access to reference implementations as sample applications. A Studio day is defined as from 8:30 a.m. to 5:00 p.m. The Esri Defense Technology Center is located at Esri offices in Vienna, VA.

Prerequisites: The DTC supplements but does not replace regular Esri classroom training. Prior to undertaking work in the DTC, attendees must have taken the appropriate developer classroom training courses for the products they wish to pursue in the DTC.

▪ **Esri Enterprise Advantage Program (EEAP) (FFP)**

The Esri Enterprise Advantage (EEAP) program is designed for clients in the United States. The program offers technical advisory; a flexible spending program for any combination of select consulting services support, premium support, and training; plus other advantages exclusive to subscribers.

EEAP membership requires that all of the customer’s Esri software be covered by maintenance. (Excluding discontinued software and software for which Esri does not offer maintenance programs.) The EEAP is an optional, additional service rather than an alternative to Esri’s maintenance.

Detailed information of the EEAP program including specifics on the components of the program and how to participate can be found at <http://www.esri.com/eeap/program.html> .



Esri Developer Network (EDN) (FFP)

The Esri Developer Network (EDN) is an annual program that provides software developers with the inexpensive access to resources needed to build a wide range of custom GIS solutions. The objectives of the EDN program include providing developers with tools that increase productivity and foster a collaborative environment, reducing the cost and complexity of GIS development, and providing maximum opportunities for developers on the ArcGIS platform.

Designed to help the developer solve mapping problems, EDN accomplishes this with the following benefits:

- **TIME SAVINGS** - Developer tools reduce the amount of coding.
- **MODULARITY** - Esri's ArcGIS architecture allows the developer to use and deliver only those libraries needed.
- **EXTENSIBILITY** - Add geospatial functionality based on your unique requirements.
- **SCALABILITY** - Build single-user desktop applications to multiuser/multithreaded server applications.
- **STANDARDS COMPLIANCE** - Support is available for multiple operating systems, database management systems, development environments, and numerous geographic information system (GIS) and data standards.
- **COMPATIBILITY** – EDN provides full backward compatibility for all previous releases of ArcGIS.
- **FLEXIBILITY** - Supports a variety of deployment platforms including desktop, server, mobile, and the Web.

Enrolling in the EDN program reduces the time and effort associated with licensing and maintaining a range of Esri development software. During enrollment term, developers receive product and digital documentation upgrades ensuring

they always have the latest products, information so they can always develop, and test on the latest versions of Esri products.

EDN SOFTWARE LIBRARY

EDN participants will receive the latest versions of ArcGIS for Server, ArcGIS for Server extensions (3D Analyst, Data Interoperability, Geostatistical, Image, Network Analyst, Schematics, and Spatial Analyst), ArcGIS Engine Developer Kit, ArcGIS Engine and extensions (3D Analyst, Data Interoperability, Geodatabases Update, Maplex, Network Analyst, Schematics, Spatial Analyst, and Tracking Analyst), ArcGIS for Windows Mobile, and Data & Maps for ArcGIS with licensing that expires when the annual EDN license expires. Each developer using the components of EDN must have their own license. Go to <http://www.esri.com/software/arcgis/edn/what-you-get.html> for a current detailed listing.

EDN WEB SITE

The site's goal is to help build a global community of GIS developers and promote peer-to-peer sharing with tailored resources designed to support both the novice and expert developer. Additional information on the web site is available at <http://edn.esri.com/>.

AVAILABLE EDN OPTIONS

- √ Expand your development software library with the optional software purchases:
 - Add ArcGIS for Desktop Advanced or Standard single use
 - Add ArcGIS for Desktop Basic single use with ArcGIS 3D Analyst, ArcGIS Spatial Analyst, and ArcGIS Network Analyst extensions.
- √ Specialized instructor-led (ILT) training is available at a discounted price for EDN participants for five days of instruction at an Esri training facility or using the online classroom. Esri ILT training courses help developers succeed with Esri's different products. Recommended Developer Course Sequences are available on the [EDN Web site](#)



Software Product List

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SIN 132-32 Term Software

GSA No	Esri Product Description	GSA Price	Warranty ^o	Maintenance ^o
Category A –ArcGIS Desktop				
GIS0005T	ArcGIS Desktop Advanced Annual Subscription	\$3,428	90 days	12 months
GIS0105T	ArcGIS Desktop Standard Annual Subscription	\$2,448	90 days	12 months
GIS0205T	ArcGIS Desktop Basic Annual Subscription	\$653	90 days	12 months
ArcGIS Desktop Extensions				
GIS0305T	ArcGIS 3D Analyst ArcGIS Desktop Extension Annual Subscription	\$490	90 days	12 months
GIS0405T	ArcGIS Spatial Analyst ArcGIS Desktop Extension Annual Subscription	\$490	90 days	12 months
GIS0505T	ArcGIS Geostatistical Analyst ArcGIS Desktop Extension Annual Subscription	\$490	90 days	12 months
GIS0805T	ArcGIS Publisher ArcGIS Desktop Extension Annual Subscription	\$490	90 days	12 months
GIS1005T	ArcGIS Tracking Analyst ArcGIS Desktop Extension Annual Subscription	\$490	90 days	12 months
GIS1205T	ArcGIS Schematics ArcGIS Desktop Extension Annual Subscription	\$490	90 days	12 months
GIS1405T	ArcGIS Data Reviewer ArcGIS Desktop Extension Annual Subscription	\$490	90 days	12 months
GIS1455T	ArcGIS Workflow Manager ArcGIS Desktop Extension (Standard or Advanced Only) Annual Subscription	\$490	90 days	12 months
GIS1805T	ArcGIS Network Analyst ArcGIS Desktop Extension Annual Subscription	\$490	90 days	12 months
Category A –ArcGIS Enterprise				
GIS6200T	ArcGIS Enterprise Advanced 365 Day Term License (up to 4 Cores)	\$19,587	90 days	12 months
GIS6204T	ArcGIS Enterprise Standard 365 Day Term License (up to 4 Cores)	\$9,793	90 days	12 months
GIS6245T	ArcGIS Enterprise Workgroup Advanced 365 Day Term License (up to 4 Cores)	\$9,793	90 days	12 months
GIS6246T	ArcGIS Enterprise Workgroup Standard 365 Day Term License (up to 4 Cores)	\$4,897	90 days	12 months
Category A –ArcGIS Image Server				
GIS7326T	ArcGIS Image Server 1 year Term License (up to 4 Cores)	\$9,793	90 days	12 months
GIS7327T	ArcGIS Image Server Additional Core 1 year Term License (Up to 32 total cores)	\$2,448	90 days	12 months
GIS7332T	ArcGIS Image Server Workgroup (up to 4 Cores) 1 year Term License	\$4,897	90 days	12 months
Category A –ArcGIS GeoEvent Server				
GIS7311T	ArcGIS GeoEvent Server 1 year Term License (up to 4 Cores)	\$9,793	90 days	12 months
GIS7312T	ArcGIS GeoEvent Server Additional Core 1 year Term License (Up to 32 total cores)	\$2,448	90 days	12 months
GIS7320T	ArcGIS GeoEvent Server Workgroup (up to 4 Cores) 1 year Term License	\$4,897	90 days	12 months
Category A –ArcGIS Online				
Users				
WEB0306**	ArcGIS Online Named User Level 1 Annual Subscription (per user/per year)	\$97	90 days	12 months
WEB0307**	ArcGIS Online Named User Level 2 Annual Subscription (per user/per year)	\$484	90 days	12 months

**Volume discounts are available for this product. Volume discounts for this product are cumulative.. The volume discount price is offered for the entire quantity purchased for a single product.

SIN 132-32 Term Software

GSA No	Esri Product Description	GSA Price	Warranty ^o	Maintenance ^o
Category A –ArcGIS GIS Server				
Server				
GIS4201	ArcGIS GIS Server Advanced 365 Day Term License (up to 4 Cores)	\$19,587	90 days	12 months
GIS4202	ArcGIS GIS Server Advanced 90 Day Term License (up to 4 Cores)	\$9,793	90 days	90 days
GIS4203	ArcGIS GIS Server Advanced 30 Day Term License (up to 4 Cores)	\$3,836	30 days	30 days
GIS4204	ArcGIS GIS Server Standard 365 Day Term License (up to 4 Cores)	\$9,793	90 days	12 months
GIS4205	ArcGIS GIS Server Standard 90 Day Term License (up to 4 Cores)	\$4,897	90 days	90 days
GIS4206	ArcGIS GIS Server Standard 30 Day Term License (up to 4 Cores)	\$1,877	30 days	30 days
GIS4207	ArcGIS GIS Server Basic 365 Day Term License (up to 4 Cores)	\$4,897	90 days	12 months
GIS4208	ArcGIS GIS Server Basic 90 Day Term License (up to 4 Cores)	\$2,448	90 days	90 days
GIS4209	ArcGIS GIS Server Basic 30 Day Term License (up to 4 Cores)	\$979	30 days	30 days
Server Extensions				
GIS4224	ArcGIS Workflow Manager ArcGIS GIS Server Extension Advanced 365 Day Term License (up to 4 Cores)	\$4,897	90 days	12 months
GIS4225	ArcGIS Workflow Manager ArcGIS GIS Server Extension Advanced 90 Day Term License (up to 4 Cores)	\$2,448	90 days	90 days
GIS4226	ArcGIS Workflow Manager ArcGIS GIS Server Extension Advanced 30 Day Term License (up to 4 Cores)	\$979	30 days	30 days
GIS4224S	ArcGIS Workflow Manager ArcGIS GIS Server Extension Standard 365 Day Term License (up to 4 Cores)	\$4,897	90 days	12 months
GIS4225S	ArcGIS Workflow Manager ArcGIS GIS Server Extension Standard 90 Day Term License (up to 4 Cores)	\$2,448	90 days	90 days
GIS4226S	ArcGIS Workflow Manager ArcGIS GIS Server Extension Standard 30 Day Term License (up to 4 Cores)	\$979	30 days	30 days
GIS4227S	ArcGIS Network Analyst ArcGIS GIS Server Extension Standard 365 Day Term License (up to 4 Cores)	\$4,897	90 days	12 months
GIS4228S	ArcGIS Network Analyst ArcGIS GIS Server Extension Standard 90 Day Term License (up to 4 Cores)	\$2,448	90 days	90 days
GIS4229S	ArcGIS Network Analyst ArcGIS GIS Server Extension Standard 30 Day Term License (up to 4 Cores)	\$979	30 days	30 days
GIS4230	ArcGIS Data Reviewer ArcGIS GIS Server Extension Advanced 365 Day Term License (up to 4 Cores)	\$4,897	90 days	12 months
GIS4231	ArcGIS Data Reviewer ArcGIS GIS Server Extension Advanced 90 Day Term License (up to 4 Cores)	\$2,448	90 days	90 days
GIS4232	ArcGIS Data Reviewer ArcGIS GIS Server Extension Advanced 30 Day Term License (up to 4 Cores)	\$979	30 days	30 days
GIS4230S	ArcGIS Data Reviewer ArcGIS GIS Server Extension Standard 365 Day Term License (up to 4 Cores)	\$4,897	90 days	12 months
GIS4231S	ArcGIS Data Reviewer ArcGIS GIS Server Extension Standard 90 Day Term License (up to 4 Cores)	\$2,448	90 days	90 days
GIS4232S	ArcGIS Data Reviewer ArcGIS GIS Server Extension Standard 30 Day Term License (up to 4 Cores)	\$979	30 days	30 days
Workgroup				
GIS4210	ArcGIS GIS Server Workgroup Advanced 365 Day Term License (up to 4 Cores)	\$9,793	90 days	12 months
GIS4211	ArcGIS GIS Server Workgroup Advanced 90 Day Term License (up to 4 Cores)	\$4,897	90 days	90 days
GIS4212	ArcGIS GIS Server Workgroup Advanced 30 Day Term License (up to 4 Cores)	\$1,877	30 days	30 days
GIS4213	ArcGIS GIS Server Workgroup Standard 365 Day Term License (up to 4 Cores)	\$4,897	90 days	12 months
GIS4214	ArcGIS GIS Server Workgroup Standard 90 Day Term License (up to 4 Cores)	\$2,448	90 days	90 days
GIS4215	ArcGIS GIS Server Workgroup Standard 30 Day Term License (up to 4 Cores)	\$979	30 days	30 days
GIS4216	ArcGIS GIS Server Workgroup Basic 365 Day Term License (up to 4 Cores)	\$2,448	90 days	12 months
GIS4217	ArcGIS GIS Server Workgroup Basic 90 Day Term License (up to 4 Cores)	\$1,224	90 days	90 days
GIS4218	ArcGIS GIS Server Workgroup Basic 30 Day Term License (up to 4 Cores)	\$490	30 days	30 days

SIN 132-32 Term Software

GSA No	Esri Product Description	GSA Price	Warranty ^o	Maintenance ^o
Category A –ArcGIS GIS Server (continued)				
Workgroup Extensions (per Server, maximum 4 Cores)				
GIS4253	ArcGIS Workflow Manager ArcGIS GIS Server Workgroup Extension Advanced 365 Day Term License	\$2,448	90 days	12 months
GIS4254	ArcGIS Workflow Manager ArcGIS GIS Server Workgroup Extension Advanced 90 Day Term License	\$1,224	90 days	90 days
GIS4255	ArcGIS Workflow Manager ArcGIS GIS Server Workgroup Extension Advanced 30 Day Term License	\$490	30 days	30 days
GIS4253S	ArcGIS Workflow Manager ArcGIS GIS Server Workgroup Extension Standard 365 Day Term License	\$2,448	90 days	12 months
GIS4254S	ArcGIS Workflow Manager ArcGIS GIS Server Workgroup Extension Standard 90 Day Term License	\$1,224	90 days	90 days
GIS4255S	ArcGIS Workflow Manager ArcGIS GIS Server Workgroup Extension Standard 30 Day Term License	\$490	30 days	30 days
GIS4256S	ArcGIS Network Analyst ArcGIS GIS Server Workgroup Extension Standard 365 Day Term License	\$2,448	90 days	12 months
GIS4257S	ArcGIS Network Analyst ArcGIS GIS Server Workgroup Extension Standard 90 Day Term License	\$1,224	90 days	90 days
GIS4258S	ArcGIS Network Analyst ArcGIS GIS Server Workgroup Extension Standard 30 Day Term License	\$490	30 days	30 days
GIS4259	ArcGIS Data Reviewer ArcGIS GIS Server Workgroup Extension Advanced 365 Day Term License	\$2,448	90 days	12 months
GIS4260	ArcGIS Data Reviewer ArcGIS GIS Server Workgroup Extension Advanced 90 Day Term License	\$1,224	90 days	90 days
GIS4261	ArcGIS Data Reviewer ArcGIS GIS Server Workgroup Extension Advanced 30 Day Term License	\$490	30 days	30 days
GIS4259S	ArcGIS Data Reviewer ArcGIS GIS Server Workgroup Extension Standard 365 Day Term License	\$2,448	90 days	12 months
GIS4260S	ArcGIS Data Reviewer ArcGIS GIS Server Workgroup Extension Standard 90 Day Term License	\$1,224	90 days	90 days
GIS4261S	ArcGIS Data Reviewer ArcGIS GIS Server Workgroup Extension Standard 30 Day Term License	\$490	30 days	30 days

Category A-Developer Tools

ArcGIS Web Mapping				
WEB506	ArcGIS Web Mapping API: Desktop Application Deployment Annual License Fee (Per Organization-commercial use)	\$3,869	90 days	n/a
WEB505	ArcGIS Web Mapping: Desktop Application Deployment Annual License Fee (Per Organization for non-commercial use)	\$1,934	90 days	n/a
Developer				
WEB0316*	ArcGIS Developer Builder Annual Subscription	\$1,451	90 days	12 months
WEB0317*	ArcGIS Developer Professional Annual Subscription	\$1,741	90 days	12 months
WEB0318*	ArcGIS Developer Premium Annual Subscription	\$3,192	90 days	12 months
WEB0319*	ArcGIS Developer Enterprise Annual Subscription	\$4,159	90 days	12 months

*Volume discounts are available for this product. Volume discounts apply on a per order basis and are non-cumulative. The volume discount price is offered for the entire quantity purchased for a single product.

SIN 132-32 Term Software

GSA No	Esri Product Description	GSA Price	Warranty	Maintenance
Category A-Specialized Applications				
Mapping & Charting for ArcGIS Server				
Enterprise				
APL400	Esri Production Mapping ArcGIS GIS Server Extension Advanced 365 Day Term License (up to 4 Core)	\$4,897	90 days	12 months
APL400S	Esri Production Mapping ArcGIS GIS Server Extension Standard 365 Day Term License (up to 4 Core)	\$4,897	90 days	12 months
APL401	Esri Production Mapping ArcGIS GIS Server Extension Advanced 90 Day Term License (up to 4 Core)	\$2,448	90 days	90 days
APL401S	Esri Production Mapping ArcGIS GIS Server Extension Standard 90 Day Term License (up to 4 Core)	\$2,448	90 days	90 days
APL402	Esri Production Mapping ArcGIS GIS Server Extension Advanced 30 Day Term License (up to 4 Core)	\$979	30 days	30 days
APL402S	Esri Production Mapping ArcGIS GIS Server Extension Standard 30 Day Term License (up to 4 Core)	\$979	30 days	30 days
APL410	Esri Defense Mapping ArcGIS GIS Server Extension Advanced 365 Day Term License (up to 4 Core)	\$4,897	90 days	12 months
APL411	Esri Defense Mapping ArcGIS GIS Server Extension Advanced 90 Day Term License (up to 4 Core)	\$2,448	90 days	90 days
APL412	Esri Defense Mapping ArcGIS GIS Server Extension Advanced 30 Day Term License (up to 4 Core)	\$979	30 days	30 days
APL450	ArcGIS for Maritime: ArcGIS GIS Server Extension Advanced 365 Day Term License (up to 4 Core)	\$4,897	90 days	12 months
APL450S	ArcGIS for Maritime: ArcGIS GIS Server Extension Standard 365 Day Term License (up to 4 Core)	\$4,897	90 days	12 months
APL451	ArcGIS for Maritime: ArcGIS GIS Server Extension Advanced 90 Day Term License (up to 4 Core)	\$2,448	90 days	90 days
APL451S	ArcGIS for Maritime: ArcGIS GIS Server Extension Standard 90 Day Term License (up to 4 Core)	\$2,448	90 days	90 days
APL452	ArcGIS for Maritime: ArcGIS GIS Server Extension Advanced 30 Day Term License (up to 4 Core)	\$979	30 days	30 days
APL452S	ArcGIS for Maritime: ArcGIS GIS Server Extension Standard 30 Day Term License (up to 4 Core)	\$979	30 days	30 days
Workgroup				
APL403	Esri Production Mapping ArcGIS GIS Server Workgroup Extension Advanced 365 Day Term License (per server, max. 4 Core)	\$2,448	90 days	12 months
APL403S	Esri Production Mapping ArcGIS GIS Server Workgroup Extension Standard 365 Day Term License (per server, max. 4 Core)	\$2,448	90 days	12 months
Esri City Engine				
ENG106T	Esri CityEngine Advanced Annual Subscription (per User)	\$1,526	90 days	12 months
ENG116T	Esri CityEngine Basic Annual Subscription (per User)	\$190	90 days	12 months

Category A-Specialized Applications				
Mapping and Charting				
APL404	Esri Production Mapping ArcGIS GIS Server Workgroup Extension Advanced 90 Day Term License (per server, max. 4 Core)	\$1,224	90 days	90 days
APL404S	Esri Production Mapping ArcGIS GIS Server Workgroup Extension Standard 90 Day Term License (per server, max. 4 Core)	\$1,224	90 days	90 days
APL405	Esri Production Mapping ArcGIS GIS Server Workgroup Extension Advanced 30 Day Term License (per server, max. 4 Core)	\$490	30 days	30 days
APL405S	Esri Production Mapping ArcGIS GIS Server Workgroup Extension Standard 30 Day Term License (per server, max. 4 Core)	\$490	30 days	30 days
APL413	Esri Defense Mapping ArcGIS GIS Server Workgroup Extension Advanced 365 Day Term License (per server, max. 4 Core)	\$2,448	90 days	12 months
APL414	Esri Defense Mapping ArcGIS GIS Server Workgroup Extension Advanced 90 Day Term License (per server, max. 4 Core)	\$1,224	90 days	90 days
APL415	Esri Defense Mapping ArcGIS GIS Server Workgroup Extension Advanced 30 Day Term License (per server, max. 4 Core)	\$490	30 days	30 days
APL453	ArcGIS for Maritime: ArcGIS GIS Server Workgroup Extension Advanced 365 Day Term License (per server, max. 4 Core)	\$2,448	90 days	12 months
APL453S	ArcGIS for Maritime: ArcGIS GIS Server Workgroup Extension Standard 365 Day Term License (per server, max. 4 Core)	\$2,448	90 days	12 months
APL454	ArcGIS for Maritime: ArcGIS GIS Server Workgroup Extension Advanced 90 Day Term License (per server, max. 4 Core)	\$1,224	90 days	90 days
APL454S	ArcGIS for Maritime: ArcGIS GIS Server Workgroup Extension Standard 90 Day Term License (per server, max. 4 Core)	\$1,224	90 days	90 days
APL455	ArcGIS for Maritime: ArcGIS GIS Server Workgroup Extension Advanced 30 Day Term License (per server, max. 4 Core)	\$490	30 days	30 days
APL455S	ArcGIS for Maritime: ArcGIS GIS Server Workgroup Extension Standard 30 Day Term License (per server, max. 4 Core)	\$490	30 days	30 days

SIN 132-32 Term Software

GSA No	Esri Product Description	GSA Price	Warranty	Maintenance
Category B–ArcGIS Desktop Extensions				
GIS2005T	ArcGIS Data Interoperability ArcGIS Desktop Extension Annual Subscription	\$490	90 days	12 months
GIS0222T	ArcGIS Desktop Extension Bundle Annual Subscription ¹	\$1,469	90 days	12 months

Category B–ArcGIS GeoAnalytics Server

GIS7335T	ArcGIS GeoAnalytics Server (up to 4 Cores) 1 year Term License	\$9,793	90 days	12 months
GIS7338T	ArcGIS GeoAnalytics Server (up to 4 Cores) 90 day Term License	\$4,897	90 days	90 days
GIS7336T	ArcGIS GeoAnalytics Server Additional Core 1 year Term License (Up to 32 total cores)	\$2,448	90 days	12 months
GIS7344T	ArcGIS GeoAnalytics Server Workgroup (up to 4 Cores) 1 year Term License	\$4,897	90 days	12 months
GIS7345T	ArcGIS GeoAnalytics Server Workgroup (up to 4 Cores) 90 day Term License	\$2,448	90 days	90 days

Category B–ArcGIS GIS Server

Enterprise Extensions				
GIS4236	ArcGIS Data Interoperability ArcGIS GIS Server Extension Advanced 365 Day Term License (up to 4 Cores)	\$4,897	90 days	12 months
GIS4237	ArcGIS Data Interoperability ArcGIS GIS Server Extension Advanced 90 Day Term License (up to 4 Cores)	\$2,448	90 days	90 days
GIS4238	ArcGIS Data Interoperability ArcGIS GIS Server Extension Advanced 30 Day Term License (up to 4 Cores)	\$979	30 days	30 days
GIS4236S	ArcGIS Data Interoperability ArcGIS GIS Server Extension Standard 365 Day Term License (up to 4 Cores)	\$4,897	90 days	12 months
GIS4237S	ArcGIS Data Interoperability ArcGIS GIS Server Extension Standard 90 Day Term License (up to 4 Cores)	\$2,448	90 days	90 days
GIS4238S	ArcGIS Data Interoperability ArcGIS GIS Server Extension Standard 30 Day Term License (up to 4 Cores)	\$979	30 days	30 days
GIS4239	ArcGIS Roads & Highways ArcGIS GIS Server Extension Advanced 365 Day Term License (up to 4 Cores)	\$4,897	90 days	12 months
GIS4240	ArcGIS Roads & Highways ArcGIS GIS Server Extension Advanced 90 Day Term License (up to 4 Cores)	\$2,448	90 days	90 days
GIS4241	ArcGIS Roads & Highways ArcGIS GIS Server Extension Advanced 30 Day Term License (up to 4 Cores)	\$979	30 days	30 days
GIS4239S	ArcGIS Roads & Highways ArcGIS GIS Server Extension Standard 365 Day Term License (up to 4 Cores)	\$4,897	90 days	12 months
GIS4240S	ArcGIS Roads & Highways ArcGIS GIS Server Extension Standard 90 Day Term License (up to 4 Cores)	\$2,448	90 days	90 days
GIS4241S	ArcGIS Roads & Highways ArcGIS GIS Server Extension Standard 30 Day Term License (up to 4 Cores)	\$979	30 days	30 days
APL240T	Roadway Reporter Extension for Esri Roads & Highways ArcGIS GIS Server Annual Term License (up to 50 Users)	\$9,793	90 days	12 months
APL241T	Roadway Reporter Extension for Esri Roads & Highways ArcGIS GIS Server Annual Term License (up to 250 Users)	\$19,587	90 days	12 months
APL242T	Roadway Reporter Extension for Esri Roads & Highways ArcGIS GIS Server Annual Term License (up to 500 Users)	\$29,380	90 days	12 months

Workgroup Extensions (per Server, maximum 4 Cores)				
GIS4265	ArcGIS Data Interoperability ArcGIS GIS Server Workgroup Extension Advanced 365 Day Term License	\$2,448	90 days	12 months
GIS4266	ArcGIS Data Interoperability ArcGIS GIS Server Workgroup Extension Advanced 90 Day Term License	\$1,224	90 days	90 days
GIS4267	ArcGIS Data Interoperability ArcGIS GIS Server Workgroup Extension Advanced 30 Day Term License	\$490	30 days	30 days
GIS4265S	ArcGIS Data Interoperability ArcGIS GIS Server Workgroup Extension Standard 365 Day Term License	\$2,448	90 days	12 months
GIS4266S	ArcGIS Data Interoperability ArcGIS GIS Server Workgroup Extension Standard 90 Day Term License	\$1,224	90 days	90 days
GIS4267S	ArcGIS Data Interoperability ArcGIS GIS Server Workgroup Extension Standard 30 Day Term License	\$490	30 days	30 days
GIS4268	ArcGIS Roads & Highways ArcGIS GIS Server Workgroup Extension Advanced 365 Day Term License	\$2,448	90 days	12 months
GIS4269	ArcGIS Roads & Highways ArcGIS GIS Server Workgroup Extension Advanced 90 Day Term License	\$1,224	90 days	90 days
GIS4270	ArcGIS Roads & Highways ArcGIS GIS Server Workgroup Extension Advanced 30 Day Term License	\$490	30 days	30 days
GIS4268S	ArcGIS Roads & Highways ArcGIS GIS Server Workgroup Extension Standard 365 Day Term License	\$2,448	90 days	12 months
GIS4269S	ArcGIS Roads & Highways ArcGIS GIS Server Workgroup Extension Standard 90 Day Term License	\$1,224	90 days	90 days
GIS4270S	ArcGIS Roads & Highways ArcGIS GIS Server Workgroup Extension Standard 30 Day Term License	\$490	30 days	30 days

SIN 132-32 Term Software

GSA No	Esri Product Description	GSA Price	Warranty	Maintenance
Category B—Insights for ArcGIS				
GIS0609T*	Insights for ArcGIS Annual Subscription (per User, per year)	\$484	90 days	12 months
Category B—Federal Named Users				
GIS0201*	ArcGIS Enterprise Federal Named User Level 1 Annual License Fee (per User)	\$97	90 days	12 months
GIS0202*	ArcGIS Enterprise Federal Named User Level 2 Annual License Fee (per User)	\$484	90 days	12 months
Category B—Geo Planner for ArcGIS				
GeoPlanner for ArcGIS ²				
WEB510	GeoPlanner for ArcGIS Online Individual Annual Subscription (1 Named User)	\$484	90 days	12 months
POR510	GeoPlanner for Portal for ArcGIS Individual Annual Subscription (1 Named User)	\$484	90 days	12 months

*Volume discounts are available for this product. Volume discounts for this product are not cumulative. The volume discount price is offered for the entire quantity purchased for a single product.

SIN 132-32 Term Software

GSA No	Esri Product Description	GSA Price	Warranty	Maintenance
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Category C –Cloud

ArcGIS Online

Service Credits

WEB320	ArcGIS Online Organization Plans Additional Service Credits (Block of 1000)	\$97	90 days	n/a
Developer				
WEB400	ArcGIS Online Developer Deployment Plan Level 1 Monthly Subscription (Includes 200 Service Credits)	\$19	30 days	30 days
WEB401	ArcGIS Online Developer Deployment Plan Level 2 Monthly Subscription (Includes 900 Service Credits)	\$87	30 days	30 days
WEB402	ArcGIS Online Developer Deployment Plan Level 3 Monthly Subscription (Includes 2,000 Service Credits)	\$193	30 days	30 days
WEB403	ArcGIS Online Developer Deployment Plan Level 4 Monthly Subscription (Includes 5,000 Service Credits)	\$484	30 days	30 days
WEB404	ArcGIS Online Developer Deployment Plan Level 5 Monthly Subscription (Includes 10,000 Service Credits)	\$967	30 days	30 days
WEB405	ArcGIS Online Developer Deployment Plan Level 6 Monthly Subscription (Includes 20,000 Service Credits)	\$1,935	30 days	30 days
WEB406	ArcGIS Online Developer Deployment Plan Level 7 Monthly Subscription (Includes 40,000 Service Credits)	\$3,869	30 days	30 days

Navigator for ArcGIS

GIS5150T**	Navigator for ArcGIS Enterprise Annual Subscription (per user/per year)	\$48	90 days	12 months
GIS5151T**	Navigator for ArcGIS Online Annual Subscription (per user/per year)	\$48	90 days	12 months

Drone2 Map

GIS5800	Drone2Map for ArcGIS Annual Subscription (1 Named User and 500 ArcGIS Online Service Credits)	\$1,451	90 days	12 months
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Esri Managed Cloud Services³

With ArcGIS for Server⁴

Basic

GIS5031	Esri Managed Cloud Services with ArcGIS for Server: Basic Small Package Annual Fee	\$23,214	90 days	12 months
GIS5032	Esri Managed Cloud Services with ArcGIS for Server: Basic Medium Package Annual Fee	\$29,018	90 days	12 months
GIS5033	Esri Managed Cloud Services with ArcGIS for Server: Basic Large Package Annual Fee	\$34,821	90 days	12 months
GIS5034	Esri Managed Cloud Services with ArcGIS for Server: Basic Small Package 3 Month Fee	\$8,705	90 days	90 days
GIS5035	Esri Managed Cloud Services with ArcGIS for Server: Basic Medium Package 3 Month Fee	\$10,156	90 days	90 days
GIS5036	Esri Managed Cloud Services with ArcGIS for Server: Basic Large Package 3 Month Fee	\$11,607	90 days	90 days
GIS5037	Esri Managed Cloud Services with ArcGIS for Server: Basic Small Package 1 Month Fee	\$3,192	30 days	30 days
GIS5038	Esri Managed Cloud Services with ArcGIS for Server: Basic Medium Package 1 Month Fee	\$3,676	30 days	30 days
GIS5039	Esri Managed Cloud Services with ArcGIS for Server: Basic Large Package 1 Month Fee	\$4,159	30 days	30 days

Standard

GIS5001	Esri Managed Cloud Services with ArcGIS for Server: Standard Small Package Annual Fee	\$29,016	90 days	12 months
GIS5002	Esri Managed Cloud Services with ArcGIS for Server: Standard Medium Package Annual Fee	\$34,821	90 days	12 months
GIS5003	Esri Managed Cloud Services with ArcGIS for Server: Standard Large Package Annual Fee	\$40,625	90 days	12 months
GIS5000	Esri Managed Cloud Services with ArcGIS for Server: Standard Small Package 3 Month Fee	\$10,156	90 days	90 days
GIS5004	Esri Managed Cloud Services with ArcGIS for Server: Standard Medium Package 3 Month Fee	\$11,607	90 days	90 days
GIS5008	Esri Managed Cloud Services with ArcGIS for Server: Standard Large Package 3 Month Fee	\$13,058	90 days	90 days
GIS5009	Esri Managed Cloud Services with ArcGIS for Server: Standard Small Package 1 Month Fee	\$3,676	30 days	30 days
GIS5013	Esri Managed Cloud Services with ArcGIS for Server: Standard Medium Package 1 Month Fee	\$4,159	30 days	30 days
GIS5014	Esri Managed Cloud Services with ArcGIS for Server: Standard Large Package 1 Month Fee	\$4,643	30 days	30 days

Advanced

GIS5101	Esri Managed Cloud Services with ArcGIS for Server: Advanced Small Package Annual Fee	\$34,819	90 days	12 months
GIS5102	Esri Managed Cloud Services with ArcGIS for Server: Advanced Medium Package Annual Fee	\$46,428	90 days	12 months
GIS5103	Esri Managed Cloud Services with ArcGIS for Server: Advanced Large Package Annual Fee	\$58,035	90 days	12 months
GIS5104	Esri Managed Cloud Services with ArcGIS for Server: Advanced Small Package 3 Month Fee	\$11,607	90 days	90 days
GIS5108	Esri Managed Cloud Services with ArcGIS for Server: Advanced Medium Package 3 Month Fee	\$14,509	90 days	90 days
GIS5109	Esri Managed Cloud Services with ArcGIS for Server: Advanced Large Package 3 Month Fee	\$17,411	90 days	90 days
GIS5113	Esri Managed Cloud Services with ArcGIS for Server: Advanced Small Package 1 Month Fee	\$4,159	30 days	30 days
GIS5114	Esri Managed Cloud Services with ArcGIS for Server: Advanced Medium Package 1 Month Fee	\$5,126	30 days	30 days
GIS5115	Esri Managed Cloud Services with ArcGIS for Server: Advanced Large Package 1 Month Fee	\$6,094	30 days	30 days

**Volume discounts are available for this product. Volume discounts for this product are cumulative.. The volume discount price is offered for the entire quantity purchased for a single product.

SIN 132-32 Term Software

GSA No	Esri Product Description	GSA Price	Warranty	Maintenance
Category C –Managed Cloud Services continued				
Advanced Plus				
GIS5041	Esri Managed Cloud Services with ArcGIS for Server: Advanced Plus Small Package Annual Fee	\$58,035	90 days	12 months
GIS5042	Esri Managed Cloud Services with ArcGIS for Server: Advanced Plus Medium Package Annual Fee	\$81,249	90 days	12 months
GIS5043	Esri Managed Cloud Services with ArcGIS for Server: Advanced Plus Large Package Annual Fee	\$105,237	90 days	12 months
GIS5044	Esri Managed Cloud Services with ArcGIS for Server: Advanced Plus Small Package 3 Month Fee	\$17,411	90 days	90 days
GIS5045	Esri Managed Cloud Services with ArcGIS for Server: Advanced Plus Medium Package 3 Month Fee	\$23,214	90 days	90 days
GIS5046	Esri Managed Cloud Services with ArcGIS for Server: Advanced Plus Large Package 3 Month Fee	\$29,018	90 days	90 days
GIS5047	Esri Managed Cloud Services with ArcGIS for Server: Advanced Plus Small Package 1 Month Fee	\$6,094	30 days	30 days
GIS5048	Esri Managed Cloud Services with ArcGIS for Server: Advanced Plus Medium Package 1 Month Fee	\$8,028	30 days	30 days
GIS5049	Esri Managed Cloud Services with ArcGIS for Server: Advanced Plus Large Package 1 Month Fee	\$9,963	30 days	30 days
Without ArcGIS for Server⁴				
Basic				
GIS5015	Esri Managed Cloud Services (without ArcGIS for Server): Basic Small Package Monthly Fee	\$967	30 days	30 days
GIS5016	Esri Managed Cloud Services (without ArcGIS for Server): Basic Medium Package Monthly Fee	\$1,451	30 days	30 days
GIS5017	Esri Managed Cloud Services (without ArcGIS for Server): Basic Large Package Monthly Fee	\$1,35	30 days	30 days
Standard				
GIS5010	Esri Managed Cloud Services: Standard Small Package Monthly Fee	\$1,451	30 days	30 days
GIS5011	Esri Managed Cloud Services: Standard Medium Package Monthly Fee	\$1,935	30 days	30 days
GIS5012	Esri Managed Cloud Services: Standard Large Package Monthly Fee	\$2,418	30 days	30 days
Advanced				
GIS5110	Esri Managed Cloud Services: Advanced Small Package Monthly Fee	\$1,934	30 days	30 days
GIS5111	Esri Managed Cloud Services: Advanced Medium Package Monthly Fee	\$2,902	30 days	30 days
GIS5112	Esri Managed Cloud Services: Advanced Large Package Monthly Fee	\$3,869	30 days	30 days
Advanced Plus				
GIS5116	Esri Managed Cloud Services (without ArcGIS for Server): Advanced Plus Small Package Monthly Fee	\$3,869	30 days	30 days
GIS5117	Esri Managed Cloud Services (without ArcGIS for Server): Advanced Plus Medium Package Monthly Fee	\$5,804	30 days	30 days
GIS5118	Esri Managed Cloud Services (without ArcGIS for Server): Advanced Plus Large Package Monthly Fee	\$7,738	30 days	30 days
Package Setup Fees				
GIS5018	Esri Managed Cloud Services Setup Fee: Basic Package (one-time fee)	\$2,902	n/a	n/a
GIS5005	Esri Managed Cloud Services Setup Fee: Standard, Small Package (one-time fee)	\$5,804	n/a	n/a
GIS5006	Esri Managed Cloud Services Setup Fee: Standard, Medium Package (one-time fee)	\$7,738	n/a	n/a
GIS5007	Esri Managed Cloud Services Setup Fee: Standard, Large Package (one-time fee)	\$11,607	n/a	n/a
GIS5105	Esri Managed Cloud Services Setup Fee: Advanced, Small Package (one-time fee)	\$7,738	n/a	n/a
GIS5106	Esri Managed Cloud Services Setup Fee: Advanced, Medium Package (one-time fee)	\$9,673	n/a	n/a
GIS5107	Esri Managed Cloud Services Setup Fee: Advanced, Large Package (one-time fee)	\$17,410	n/a	n/a
GIS5119	Esri Managed Cloud Services Setup Fee: Advanced Plus Small Package (one-time fee)	\$19,345	n/a	n/a
GIS5120	Esri Managed Cloud Services Setup Fee: Advanced Plus Medium Package (one-time fee)	\$22,247	n/a	n/a
GIS5121	Esri Managed Cloud Services Setup Fee: Advanced Plus Large Package (one-time fee)	\$25,149	n/a	n/a
Options & Option Setup Fees				
GIS5029	Esri Managed Cloud Services Option: Additional Data Storage (per 1 TB) Monthly Fee ⁴	\$290	30 days	30 days
GIS5030	Esri Managed Cloud Services Option Setup Fee: Additional Data Storage (up to 5 TB) (one-time fee)	\$967	n/a	n/a
GIS5026	Esri Managed Cloud Services Option Setup Fee: Data Updates (up to 100 GB) Per Update (one-time fee) ⁵	\$1,161	90 days	n/a
GIS5027	Esri Managed Cloud Services Option Setup Fee: Web Application Updates Per Update (one-time fee)	\$1,161	90 days	n/a
GIS5028	Esri Managed Cloud Services Option Setup Fee: Database Backups Monthly Fee ⁵	\$387	30 days	n/a
GIS5051	Esri Managed Cloud Services Option: 1 Cloud Server with 4 CPUs, 15 GB Memory, 500 GB Data Storage Monthly Fee	\$484	30 day	30 days
GIS5052	Esri Managed Cloud Services Option Setup Fee: Additional Server Capacity (one-time fee)	\$484	n/a	n/a
GIS5053	Esri Managed Cloud Services Option: Database Instance Monthly Fee ⁵	\$1,935	30 days	30 days
GIS5054	Esri Managed Cloud Services Option Setup Fee: Database Instance (one-time fee)	\$484	n/a	n/a
GIS5055	Esri Managed Cloud Services Option: Basic Package System Backups (up to 1 TB) (one-time fee per Backup)	\$1,161	90 days	n/a

SIN 132-32 Term Software

GSA No	Esri Product Description	GSA Price	Warranty	Maintenance
Category C –Data Appliance for ArcGIS				
Data Appliance for ArcGIS (Server Bundle)				
DA101	Data Appliance for ArcGIS World Standard (Version 6.x) with ArcGIS Server Annual Subscription	\$183,768	90 days	12 months
DA104	Data Appliance for ArcGIS World Advanced (Version 6.x) with ArcGIS Server Annual Subscription	\$299,849	90 days	12 months
DA102	Data Appliance for ArcGIS North America Standard (Version 6.x) with ArcGIS Server Annual Subscription	\$116,064	90 days	12 months
DA105	Data Appliance for ArcGIS North America Advanced (Version 6.x) with ArcGIS Server Annual Subscription	\$198,287	90 days	12 months
DA103	Data Appliance for ArcGIS World Basic (Version 6.x) with ArcGIS Server Annual Subscription	\$37,239	90 days	12 months
DA013-FSD	Passive Failover, Staging and/or Development Data Appliance for ArcGIS World Basic (Version 6.x) with ArcGIS Server Annual Subscription ⁶	\$16,443	90 days	12 months
DA101-FSD	Passive Failover, Staging and/or Development Data Appliance for ArcGIS World Standard (Version 6.x) with ArcGIS Server Annual Subscription ⁶	\$62,872	90 days	12 months
DA102-FSD	Passive Failover, Staging and/or Development Data Appliance for ArcGIS North America Standard (Version 6.x) with ArcGIS Server Annual Subscription ⁶	\$43,526	90 days	12 months
DA104-FSD	Passive Failover, Staging and/or Development Data Appliance for ArcGIS World Advanced (Version 6.x) with ArcGIS Server Annual Subscription ⁶	\$120,907	90 days	12 months
DA105-FSD	Passive Failover, Staging and/or Development Data Appliance for ArcGIS North America Advanced (Version 6.x) with ArcGIS Server Annual Subscription ⁶	\$82,217	90 days	12 months
Data Appliance for ArcGIS ⁷				
DA001	Data Appliance for ArcGIS World Standard (Version 6.x) Annual Subscription	\$154,752	90 days	12 months
DA004	Data Appliance for ArcGIS World Advanced (Version 6.x) Annual Subscription	\$270,831	90 days	12 months
DA002	Data Appliance for ArcGIS North America Standard (Version 6.x) Annual Subscription	\$87,048	90 days	12 months
DA005	Data Appliance for ArcGIS North America Advanced (Version 6.x) Annual Subscription	\$169,270	90 days	12 months
DA003	Data Appliance for ArcGIS World Basic (Version 6.x) Annual Subscription	\$18,088	90 days	12 months
DA001-FSD	Passive Failover, Staging and/or Development Data Appliance for ArcGIS World Standard (Version 6.x) Annual Subscription ⁶	\$58,035	90 days	12 months
DA002-FSD	Passive Failover, Staging and/or Development Data Appliance for ArcGIS North America Standard (Version 6.x) Annual Subscription ⁶	\$38,690	90 days	12 months
DA003-FSD	Passive Failover, Staging and/or Development Data Appliance for ArcGIS World Basic (Version 6.x) Annual Subscription ⁶	\$11,607	90 days	12 months
DA004-FSD	Passive Failover, Staging and/or Development Data Appliance for ArcGIS World Advanced (Version 6.x) Annual Subscription ⁶	\$116,071	90 days	12 months
DA005-FSD	Passive Failover, Staging and/or Development Data Appliance for ArcGIS North America Advanced (Version 6.x) Annual Subscription ⁶	\$77,380	90 days	12 months
Category C –World Geocoder for ArcGIS ^{8, 9, 10, 11}				
GEO200	World Geocoder for ArcGIS Advanced Annual License Fee	\$435,264	90 days	12 months
GEO201	World Geocoder for ArcGIS Standard Annual License Fee	\$290,176	90 days	12 months
GEO202	World Geocoder for ArcGIS Basic Annual License Fee ¹²	\$193,451	90 days	12 months
GEO203	World Geocoder for ArcGIS USA-Intel Annual License Fee ¹³	\$483,627	90 days	12 months

SIN 132-32 Term Software

GSA No	Esri Product Description	GSA Price	Warranty	Maintenance
Category C – StreetMap Premium for ArcGIS				
FULL USE (HERE) Data:				
Asia Pacific (formerly Australia and New Zealand)				
NAV520	StreetMap Premium for ArcGIS (HERE): Asia Pacific (All Countries) Full Use (per Single Desktop /per year) ^{14, 15}	\$9,673	90 days	12 months
NAV521	StreetMap Premium for ArcGIS (HERE): Asia Pacific (All Countries) Full Use (per Desktop CU/per year) ^{14, 15}	\$24,181	90 days	12 months
NAV522	StreetMap Premium for ArcGIS (HERE): Asia Pacific (All Countries) Full Use (per Ent Server/per year) ^{14, 15}	\$120,907	90 days	12 months
NAV523	StreetMap Premium for ArcGIS (HERE): Asia Pacific (All Countries) Full Use (per Addl 2 Core/per year) ^{14, 15}	\$48,363	90 days	12 months
NAV510	StreetMap Premium for ArcGIS (HERE): Asia Pacific Medium Country Full Use (per Single Desktop /per year) ^{14, 15}	\$3,482	90 days	12 months
NAV511	StreetMap Premium for ArcGIS (HERE): Asia Pacific Medium Country Full Use (per Desktop CU/per year) ^{14, 15}	\$8,705	90 days	12 months
NAV512	StreetMap Premium for ArcGIS (HERE): Asia Pacific Medium Country Full Use (per Ent Server/per year) ^{14, 15}	\$43,524	90 days	12 months
NAV513	StreetMap Premium for ArcGIS (HERE): Asia Pacific Medium Country Full Use (per Addl 2 Core/per year) ^{14, 15}	\$17,410	90 days	12 months
NAV500	StreetMap Premium for ArcGIS (HERE): Asia Pacific Small Country Full Use (per Single Dsktp User/per yr) ^{14, 15}	\$2,128	90 days	12 months
NAV501	StreetMap Premium for ArcGIS (HERE): Asia Pacific Small Country Full Use (per Desktop CU/per year) ^{14, 15}	\$5,320	90 days	12 months
NAV502	StreetMap Premium for ArcGIS (HERE): Asia Pacific Small Country Full Use (per Ent Server/per year) ^{14, 15}	\$26,598	90 days	12 months
NAV503	StreetMap Premium for ArcGIS (HERE): Asia Pacific Small Country Full Use (per Addl 2 Core/per year) ^{14, 15}	\$10,639	90 days	12 months
Europe				
NAV106	StreetMap Premium for ArcGIS (HERE): Europe Full Use (per Single Desktop User/per year) ^{14, 15}	\$12,187	90 days	12 months
NAV107	StreetMap Premium for ArcGIS (HERE): Europe Full Use (per Desktop Concurrent Use/per year) ^{14, 15}	\$30,467	90 days	12 months
NAV108	StreetMap Premium for ArcGIS (HERE): Europe Full Use (per Enterprise Server/per year) ^{14, 15}	\$152,334	90 days	12 months
NAV109	StreetMap Premium for ArcGIS (HERE): Europe Full Use (per Additional 2 Core/per year) ^{14, 15}	\$60,934	90 days	12 months
Canada				
NAV420	StreetMap Premium for ArcGIS (HERE): Canada Full Use (per Single Desktop User/per year) ^{14, 15}	\$4,643	90 days	12 months
NAV421	StreetMap Premium for ArcGIS (HERE): Canada Full Use (per Desktop Concurrent Use/per year) ^{14, 15}	\$11,606	90 days	12 months
NAV422	StreetMap Premium for ArcGIS (HERE): Canada Full Use (per Enterprise Server/per year) ^{14, 15}	\$58,032	90 days	12 months
NAV423	StreetMap Premium for ArcGIS (HERE): Canada Full Use (per Additional 2 Core/per year) ^{14, 15}	\$23,213	90 days	12 months
Latin America				
NAV700	StreetMap Premium for ArcGIS (HERE): Latin America Full Use (per Single Desktop User/per year) ^{14, 15}	\$8,995	90 days	12 months
NAV701	StreetMap Premium for ArcGIS (HERE): Latin America Full Use (per Desktop Concurrent Use/per year) ^{14, 15}	\$22,489	90 days	12 months
NAV702	StreetMap Premium for ArcGIS (HERE): Latin America Full Use (per Enterprise Server/per year) ^{14, 15}	\$112,443	90 days	12 months
NAV703	StreetMap Premium for ArcGIS (HERE): Latin America Full Use (per Additional 2 Core/per year) ^{14, 15}	\$44,977	90 days	12 months
Mexico				
NAV430	StreetMap Premium for ArcGIS (HERE): Mexico Full Use (per Single Desktop User/per year) ^{14, 15}	\$4,643	90 days	12 months
NAV431	StreetMap Premium for ArcGIS (HERE): Mexico Full Use (per Desktop Concurrent Use/per year) ^{14, 15}	\$11,607	90 days	12 months
NAV432	StreetMap Premium for ArcGIS (HERE): Mexico Full Use (per Enterprise Server/per year) ^{14, 15}	\$58,035	90 days	12 months
NAV433	StreetMap Premium for ArcGIS (HERE): Mexico Full Use (per Additional 2 Core/per year) ^{14, 15}	\$23,214	90 days	12 months
Middle East & Africa				
NAV800	StreetMap Premium for ArcGIS (HERE): Middle East & Africa Full Use (per Single Desktop User/per year) ^{14, 15}	\$12,187	90 days	12 months
NAV801	StreetMap Premium for ArcGIS (HERE): Middle East & Africa Full Use (per Desktop Concurrent Use/per yr) ^{14, 15}	\$30,469	90 days	12 months
NAV802	StreetMap Premium for ArcGIS (HERE): Middle East & Africa Full Use (per Enterprise Server/per year) ^{14, 15}	\$152,343	90 days	12 months
NAV803	StreetMap Premium for ArcGIS (HERE): Middle East & Africa Full Use (per Additional 2 Core/per year) ^{14, 15}	\$60,937	90 days	12 months
North America				
NAV400	StreetMap Premium for ArcGIS (HERE): North America Full Use (per Single Desktop User/per year) ^{14, 15}	\$11,606	90 days	12 months
NAV401	StreetMap Premium for ArcGIS (HERE): N. America Full Use (per Desktop Concurrent Use/per year) ^{14, 15}	\$29,016	90 days	12 months
NAV402	StreetMap Premium for ArcGIS (HERE): North America Full Use (per Enterprise Server/per year) ^{14, 15}	\$145,080	90 days	12 months
NAV403	StreetMap Premium for ArcGIS (HERE): North America Full Use (per Additional 2 Core/per year) ^{14, 15}	\$58,032	90 days	12 months
United States				
NAV410	StreetMap Premium for ArcGIS (HERE): U.S. Full Use (per Single Desktop User/per year) ^{14, 15}	\$5,803	90 days	12 months
NAV411	StreetMap Premium for ArcGIS (HERE): U.S. Full Use (per Desktop Concurrent Use/per year) ^{14, 15}	\$14,508	90 days	12 months
NAV412	StreetMap Premium for ArcGIS (HERE): U.S. Full Use (per Enterprise Server/per year) ^{14, 15}	\$72,540	90 days	12 months
NAV413	StreetMap Premium for ArcGIS (HERE): U.S. Full Use (per Additional 2 Core/per year) ^{14, 15}	\$29,016	90 days	12 months

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GSA No	Esri Product Description	GSA Price	Warranty	Maintenance
Category C – StreetMap Premium for ArcGIS (continued)				

DISPLAY+GEOCODE (HERE) Data:**Asia Pacific (formerly Australia and New Zealand)**

NAV525	StreetMap Premium for ArcGIS (HERE): Asia Pacific (All Countries) Display+Geocode (per SU Dsktp/per yr) ^{14, 15}	\$4,836	90 days	12 months
NAV526	StreetMap Premium for ArcGIS (HERE): Asia Pacific (All Countries) Display+Geocode (per CU Dsktp /per yr) ^{14, 15}	\$12,091	90 days	12 months
NAV527	StreetMap Premium for ArcGIS (HERE): Asia Pacific (All Countries) Display+Geocode (per Server/per yr) ^{14, 15}	\$60,453	90 days	12 months
NAV528	StreetMap Premium for ArcGIS (HERE): Asia Pacific (All Countries) Display+Geocode (per Add 2 Core/per yr) ^{14, 15}	\$24,181	90 days	12 months
NAV515	StreetMap Premium for ArcGIS (HERE): Asia Pacific Med Cntry Display+Geocode (per SU Dsktp/per year) ^{14, 15}	\$1,741	90 days	12 months
NAV516	StreetMap Premium for ArcGIS (HERE): Asia Pacific Med Cntry Display+Geocode (per CU Dsktp /per yr) ^{14, 15}	\$4,352	90 days	12 months
NAV517	StreetMap Premium for ArcGIS (HERE): Asia Pacific Med Cntry Display+Geocode (per Ent Srver/per yr) ^{14, 15}	\$21,762	90 days	12 months
NAV518	StreetMap Premium for ArcGIS (HERE): Asia Pacific Med Cntry Display+Geocode (per Addl 2 Core/per yr) ^{14, 15}	\$8,705	90 days	12 months
NAV505	StreetMap Premium for ArcGIS (HERE): Asia Pacific Sml Cntry Display+Geocode (per SU Desktop/per yr) ^{14, 15}	\$1,064	90 days	12 months
NAV506	StreetMap Premium for ArcGIS (HERE): Asia Pacific Sml Cntry Display+Geocode (per CU Desktop/per yr) ^{14, 15}	\$2,660	90 days	12 months
NAV507	StreetMap Premium for ArcGIS (HERE): Asia Pacific Sml Cntry Display+Geocode (per Ent. Srver/per yr) ^{14, 15}	\$13,299	90 days	12 months
NAV508	StreetMap Premium for ArcGIS (HERE): Asia Pacific Sml Cntry Display+Geocode (per Addl 2 Core/per yr) ^{14, 15}	\$5,320	90 days	12 months

Canada

NAV425	StreetMap Premium for ArcGIS (HERE): Canada Display+Geocode (per Single Desktop User/per year) ^{14, 15}	\$2,321	90 days	12 months
NAV426	StreetMap Premium for ArcGIS (HERE): Canada Display+Geocode (per Desktop Concurrent Use/per year) ^{14, 15}	\$5,803	90 days	12 months
NAV427	StreetMap Premium for ArcGIS (HERE): Canada Display+Geocode (per Enterprise Server/per year) ^{14, 15}	\$29,016	90 days	12 months
NAV428	StreetMap Premium for ArcGIS (HERE): Canada Display+Geocode (per Additional 2 Core/per year) ^{14, 15}	\$11,606	90 days	12 months

Europe

NAV116	StreetMap Premium for ArcGIS (HERE): Europe Display+Geocode (per Single Desktop User/per year) ^{14, 15}	\$6,093	90 days	12 months
NAV117	StreetMap Premium for ArcGIS (HERE): Europe Display+Geocode(per Desktop Concurrent Use/per year) ^{14, 15}	\$15,233	90 days	12 months
NAV118	StreetMap Premium for ArcGIS (HERE): Europe Display+Geocode (per Enterprise Server/per year) ^{14, 15}	\$76,167	90 days	12 months
NAV119	StreetMap Premium for ArcGIS (HERE): Europe Display+Geocode (per Additional 2 Core/per year) ^{14, 15}	\$30,467	90 days	12 months

Latin America

NAV705	StreetMap Premium for ArcGIS (HERE): Latin America Display+Geocode (per SU Desktop/per year) ^{14, 15}	\$4,498	90 days	12 months
NAV706	StreetMap Premium for ArcGIS (HERE): Latin America Display+Geocode (per CU Desktop/per year) ^{14, 15}	\$11,244	90 days	12 months
NAV707	StreetMap Premium for ArcGIS (HERE): Latin America Display+Geocode (per Ent. Server/per year) ^{14, 15}	\$56,222	90 days	12 months
NAV708	StreetMap Premium for ArcGIS (HERE): Latin America Display+Geocode (per Additional 2 Core/per year) ^{14, 15}	\$22,489	90 days	12 months

Mexico

NAV435	StreetMap Premium for ArcGIS (HERE): Mexico Display+Geocode (per SU Desktop/per year) ^{14, 15}	\$2,321	90 days	12 months
NAV436	StreetMap Premium for ArcGIS (HERE): Mexico Display+Geocode (per CU Desktop/per year) ^{14, 15}	\$5,804	90 days	12 months
NAV437	StreetMap Premium for ArcGIS (HERE): Mexico Display+Geocode (per Ent. Server/per year) ^{14, 15}	\$29,018	90 days	12 months
NAV438	StreetMap Premium for ArcGIS (HERE): Mexico Display+Geocode (per Additional 2 Core/per year) ^{14, 15}	\$11,607	90 days	12 months

Middle East & Africa

NAV805	StreetMap Premium for ArcGIS (HERE): Middle East & Africa Display+Geocode (per SU Desktop/per year) ^{14, 15}	\$6,094	90 days	12 months
NAV806	StreetMap Premium for ArcGIS (HERE): Middle East & Africa Display+Geocode (per CU Desktop/per year) ^{14, 15}	\$15,234	90 days	12 months
NAV807	StreetMap Premium for ArcGIS (HERE): Middle East & Africa Display+Geocode (per Ent. Server/per yr) ^{14, 15}	\$76,171	90 days	12 months
NAV808	StreetMap Premium for ArcGIS (HERE): Middle East & Africa Display+Geocode (per Additional 2 Core/per year) ^{14, 15}	\$30,469	90 days	12 months

North America

NAV405	StreetMap Premium for ArcGIS (HERE): N. America Display+Geocode (per Single Desktop User/per year) ^{14, 15}	\$5,803	90 days	12 months
NAV406	StreetMap Premium for ArcGIS (HERE): N. America Display+Geocode (per Desktop CU/per year) ^{14, 15}	\$14,508	90 days	12 months
NAV407	StreetMap Premium for ArcGIS (HERE): N. America Display+Geocode (per Enterprise Server/per year) ^{14, 15}	\$72,540	90 days	12 months
NAV408	StreetMap Premium for ArcGIS (HERE): N. America Display+Geocode (per Add'l 2 Core/per year) ^{14, 15}	\$29,016	90 days	12 months

United States

NAV415	StreetMap Premium for ArcGIS (HERE): U.S. Display+Geocode (per Single Desktop User/per year) ^{14, 15}	\$2,902	90 days	12 months
NAV416	StreetMap Premium for ArcGIS (HERE): U.S. Display+Geocode (per Desktop Concurrent Use/per year) ^{14, 15}	\$7,254	90 days	12 months
NAV417	StreetMap Premium for ArcGIS (HERE): U.S. Display+Geocode (per Enterprise Server/per year) ^{14, 15}	\$36,270	90 days	12 months
NAV418	StreetMap Premium for ArcGIS (HERE): U.S. Display+Geocode (per Additional 2 Core/per year) ^{14, 15}	\$14,508	90 days	12 months

SIN 132-32 Term Software

GSA No	Esri Product Description	GSA Price	Warranty	Maintenance
Category C – StreetMap for ArcGIS (continued)				
FULL USE (TOMTOM) Data:				
Canada				
TOM420	StreetMap Premium for ArcGIS (TOMTOM): Canada Full Use (per Single Desktop User/per year) ^{14, 15}	\$2,902	90 days	12 months
TOM421	StreetMap Premium for ArcGIS (TOMTOM): Canada Full Use (per Desktop Concurrent Use/per year) ^{14, 15}	\$7,254	90 days	12 months
TOM422	StreetMap Premium for ArcGIS (TOMTOM): Canada Full Use (per Enterprise Server/per year) ^{14, 15}	\$36,270	90 days	12 months
TOM423	StreetMap Premium for ArcGIS (TOMTOM): Canada Full Use (per Additional 2 Core/per year) ^{14, 15}	\$14,508	90 days	12 months
Europe				
TOM106	StreetMap Premium for ArcGIS (TOMTOM): Europe Full Use (per Single Desktop User/per year) ^{14, 15}	\$11,220	90 days	12 months
TOM107	StreetMap Premium for ArcGIS (TOMTOM): Europe Full Use (per Desktop Concurrent Use/per year) ^{14, 15}	\$28,049	90 days	12 months
TOM108	StreetMap Premium for ArcGIS (TOMTOM): Europe Full Use (per Enterprise Server/per year) ^{14, 15}	\$140,486	90 days	12 months
TOM109	StreetMap Premium for ArcGIS (TOMTOM): Europe Full Use (per Additional 2 Core/per year) ^{14, 15}	\$56,098	90 days	12 months
Mexico				
TOM430	StreetMap Premium for ArcGIS (TOMTOM): Mexico Full Use (per Single Desktop User/per year) ^{14, 15}	\$2,902	90 days	12 months
TOM431	StreetMap Premium for ArcGIS (TOMTOM): Mexico Full Use (per Desktop Concurrent Use/per year) ^{14, 15}	\$7,254	90 days	12 months
TOM432	StreetMap Premium for ArcGIS (TOMTOM): Mexico Full Use (per Enterprise Server/per year) ^{14, 15}	\$36,272	90 days	12 months
TOM433	StreetMap Premium for ArcGIS (TOMTOM): Mexico Full Use (per Additional 2 Core/per year) ^{14, 15}	\$14,509	90 days	12 months
North America				
TOM400	StreetMap Premium for ArcGIS (TOMTOM): North America Full Use (per Single Desktop User/per year) ^{14, 15}	\$11,606	90 days	12 months
TOM401	StreetMap Premium for ArcGIS (TOMTOM): N. America Full Use (per Desktop Concurrent Use/per year) ^{14, 15}	\$29,016	90 days	12 months
TOM402	StreetMap Premium for ArcGIS (TOMTOM): North America Full Use (per Enterprise Server/per year) ^{14, 15}	\$145,080	90 days	12 months
TOM403	StreetMap Premium for ArcGIS (TOMTOM): North America Full Use (per Additional 2 Core/per year) ^{14, 15}	\$58,032	90 days	12 months
United States				
TOM410	StreetMap Premium for ArcGIS (TOMTOM): U.S. Full Use (per Single Desktop User/per year) ^{14, 15}	\$5,803	90 days	12 months
TOM411	StreetMap Premium for ArcGIS (TOMTOM): U.S. Full Use (per Desktop Concurrent Use/per year) ^{14, 15}	\$14,508	90 days	12 months
TOM412	StreetMap Premium for ArcGIS (TOMTOM): U.S. Full Use (per Enterprise Server/per year) ^{14, 15}	\$72,540	90 days	12 months
TOM413	StreetMap Premium for ArcGIS (TOMTOM): U.S. Full Use (per Additional 2 Core/per year) ^{14, 15}	\$29,016	90 days	12 months
DISPLAY+GEOCODE (TOMTOM) Data:				
Canada				
TOM425	StreetMap Premium for ArcGIS (TOMTOM): Canada Display+Geocode (per Single Desktop User/per year) ^{14, 15}	\$1,451	90 days	12 months
TOM426	StreetMap Premium for ArcGIS (TOMTOM): Canada Display+Geocode (per Desktop Concurrent Use/per year) ^{14, 15}	\$3,627	90 days	12 months
TOM427	StreetMap Premium for ArcGIS (TOMTOM): Canada Display+Geocode (per Enterprise Server/per year) ^{14, 15}	\$18,135	90 days	12 months
TOM428	StreetMap Premium for ArcGIS (TOMTOM): Canada Display+Geocode (per Additional 2 Core/per year) ^{14, 15}	\$7,254	90 days	12 months
Europe				
TOM116	StreetMap Premium for ArcGIS (TOMTOM): Europe Display+Geocode (per Single Desktop User/per year) ^{14, 15}	\$5,610	90 days	12 months
TOM117	StreetMap Premium for ArcGIS (TOMTOM): Europe Display+Geocode (per Desktop Concurrent Use/per year) ^{14, 15}	\$14,024	90 days	12 months
TOM118	StreetMap Premium for ArcGIS (TOMTOM): Europe Display+Geocode (per Enterprise Server/per year) ^{14, 15}	\$70,243	90 days	12 months
TOM119	StreetMap Premium for ArcGIS (TOMTOM): Europe Display+Geocode (per Additional 2 Core/per year) ^{14, 15}	\$28,049	90 days	12 months
Mexico				
TOM435	StreetMap Premium for ArcGIS (TOMTOM): Mexico Display+Geocode (per Single Desktop User/per year) ^{14, 15}	\$1,451	90 days	12 months
TOM436	StreetMap Premium for ArcGIS (TOMTOM): Mexico Display+Geocode (per Desktop Concurrent Use/per year) ^{14, 15}	\$3,627	90 days	12 months
TOM437	StreetMap Premium for ArcGIS (TOMTOM): Mexico Display+Geocode (per Enterprise Server/per yr) ^{14, 15}	\$18,136	90 days	12 months
TOM438	StreetMap Premium for ArcGIS (TOMTOM): Mexico Display+Geocode (per Add'l 2 Core/per year) ^{14, 15}	\$7,254	90 days	12 months
North America				
TOM405	StreetMap Premium for ArcGIS (TOMTOM): No. Am Display+Geocode (per Single Desktop User/per year) ^{14, 15}	\$5,803	90 days	12 months
TOM406	StreetMap Premium for ArcGIS (TOMTOM): No. Am Display+Geocode (per Desktop Concurrent Use/per year) ^{14, 15}	\$14,508	90 days	12 months
TOM407	StreetMap Premium for ArcGIS (TOMTOM): N. America Display+Geocode (per Enterprise Server/per yr) ^{14, 15}	\$72,540	90 days	12 months
TOM408	StreetMap Premium for ArcGIS (TOMTOM): N. America Display+Geocode (per Add'l 2 Core/per year) ^{14, 15}	\$29,016	90 days	12 months
United States				
TOM415	StreetMap Premium for ArcGIS (TOMTOM): U.S. Display+Geocode (per Single Desktop User/per year) ^{14, 15}	\$2,902	90 days	12 months
TOM416	StreetMap Premium for ArcGIS (TOMTOM): U.S. Display+Geocode (per Desktop Concurrent Use/per year) ^{14, 15}	\$7,254	90 days	12 months
TOM417	StreetMap Premium for ArcGIS (TOMTOM): U.S. Display+Geocode (per Enterprise Server/per year) ^{14, 15}	\$36,270	90 days	12 months
TOM418	StreetMap Premium for ArcGIS (TOMTOM): U.S. Display+Geocode (per Additional 2 Core/per year) ^{14, 15}	\$14,508	90 days	12 months

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GSA No	Esri Product Description	GSA Price	Warranty	Maintenance
Category C – StreetMap Premium <i>continued</i>				
FULL USE (iPC) Data:				
Japan				
IPC600	StreetMap Premium for ArcGIS (iPC): Japan Full Use (per Single Desktop User/per year) ^{14, 15}	\$4,836	90 days	12 months
IPC601	StreetMap Premium for ArcGIS (iPC): Japan Full Use (per Desktop Concurrent Use/per year) ^{14, 15}	\$12,090	90 days	12 months
IPC602	StreetMap Premium for ArcGIS (iPC): Japan Full Use (per Enterprise Server/per year) ^{14, 15}	\$60,450	90 days	12 months
IPC603	StreetMap Premium for ArcGIS (iPC): Japan Full Use (per Additional 2 Core/per year) ^{14, 15}	\$24,180	90 days	12 months
DISPLAY+GEOCODE (iPC) Data:				
Japan				
IPC605	StreetMap Premium for ArcGIS (iPC): Japan Display+Geocode (per Single Desktop User/per year) ^{14, 15}	\$2,418	90 days	12 months
IPC606	StreetMap Premium for ArcGIS (iPC): Japan Display+Geocode (per Desktop Concurrent Use/per year) ^{14, 15}	\$6,045	90 days	12 months
IPC607	StreetMap Premium for ArcGIS (iPC): Japan Display+Geocode (per Enterprise Server/per year) ^{14, 15}	\$30,225	90 days	12 months
IPC608	StreetMap Premium for ArcGIS (iPC): Japan Display+Geocode (per Additional 2 Core/per year) ^{14, 15}	\$12,090	90 days	12 months

Footnotes: SIN 132-32 Term Software

- ¹ Includes: ArcGIS 3D Analyst; ArcGIS Data Interoperability; ArcGIS Data Reviewer; ArcGIS Geostatistical Analyst; ArcGIS Network Analyst; ArcGIS Publisher; ArcGIS Schematics; ArcGIS Spatial Analyst; ArcGIS Tracking Analyst; ArcGIS Workflow Manager Desktop Extensions
- ² Requires an ArcGIS Online or Portal for ArcGIS Organization Plan license in order to use the product. Sold Separately
- ³ Standard system availability =95%; High system availability = 99%
- ⁴ Requires a one-time setup fee that is priced separately
- ⁵ Standard & Advanced Packages Only
- ⁶ Passive Failover, Staging and/or Development licenses require an existing equal Production Environment Data Appliance for ArcGIS Subscription
- ⁷ Users must have existing ArcGIS for Server License
- ⁸ Licensed package includes: ArcGIS for Server Enterprise, Data and locators, Esri Professional Services
- ⁹ Includes 2 required software and data updates per year
- ¹⁰ Includes 3 authorized callers per license
- ¹¹ Includes Esri User Conference Registration (1 for Basic, 2 for Standard, 4 for Advanced and USA-Intel)
- ¹² Limits the user to 250 million geocodes per year
- ¹³ Available to U.S. Defense and Intelligence Community Only
- ¹⁴ Customers must have already licensed the appropriate ArcGIS software product before licensing StreetMap Premium for ArcGIS
- ¹⁵ Maintenance, data updates and technical support included. Desktop users are authorized one caller per license; Enterprise Server users are authorized 1 caller per 4 Core licensed.

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GSA No	Esri Product Descriptions	GSA Price	Warranty	Maintenance
Category A – ArcGIS Desktop				
Advanced¹, Standard² & Basic³				
Concurrent Use				
GIS0001	ArcGIS Desktop Advanced Concurrent Use License ⁴	\$7,295	90 days	12 months
GIS0100*	ArcGIS Desktop Standard Concurrent Use License ^{4,5}	\$5,713	90 days	12 months
GIS0200*	ArcGIS Desktop Basic Concurrent Use License ⁴	\$2,857	90 days	12 months
Single Use				
GIS0005	ArcGIS Desktop Advanced Single Use License ⁴	\$7,295	90 days	12 months
GIS0105*	ArcGIS Desktop Standard Single Use License ^{4,5}	\$5,713	90 days	12 months
GIS0205*	ArcGIS Desktop Basic Single Use License ⁴	\$1,224	90 days	12 months
Extensions ⁶				
Concurrent Use				
GIS0300*	ArcGIS 3D Analyst Desktop Concurrent Use License	\$2,040	90 days	12 months
GIS0400*	ArcGIS Spatial Analyst Desktop Concurrent Use License	\$2,040	90 days	12 months
GIS0500*	ArcGIS Geostatistical Analyst Desktop Concurrent Use License	\$2,040	90 days	12 months
GIS0800*	ArcGIS Publisher Desktop Extension Concurrent Use License	\$2,040	90 days	12 months
GIS1000*	ArcGIS Tracking Analyst Desktop Concurrent Use License	\$2,040	90 days	12 months
GIS1200*	ArcGIS Schematics Desktop Concurrent Use License	\$2,040	90 days	12 months
GIS1400*	ArcGIS Data Reviewer Desktop Concurrent Use License	\$2,040	90 days	12 months
GIS1450*	ArcGIS Workflow Manager Desktop Concurrent Use License	\$2,040	90 days	12 months
GIS1800*	ArcGIS Network Analyst Desktop Concurrent Use License	\$2,040	90 days	12 months
Single Use				
GIS0305*	ArcGIS 3D Analyst Desktop Single Use License	\$2,040	90 days	12 months
GIS0405*	ArcGIS Spatial Analyst Desktop Single Use License	\$2,040	90 days	12 months
GIS0505*	ArcGIS Geostatistical Analyst Desktop Single Use License	\$2,040	90 days	12 months
GIS0805*	ArcGIS Publisher Desktop Single Use License	\$2,040	90 days	12 months
GIS1005*	ArcGIS Tracking Analyst Desktop Single Use License	\$2,040	90 days	12 months
GIS1205*	ArcGIS Schematics Desktop Single Use License	\$2,040	90 days	12 months
GIS1405*	ArcGIS Data Reviewer Desktop Single Use License	\$2,040	90 days	12 months
GIS1455*	ArcGIS Workflow Manager Desktop Single Use License	\$2,040	90 days	12 months
GIS1805*	ArcGIS Network Analyst Desktop Single Use License	\$2,040	90 days	12 months
Upgrades ⁷				
GIS0002	ArcGIS Desktop Upgrade –Basic Single Use to Advanced Concurrent Use	\$6,070	90 days	12 months
GIS0003	ArcGIS Desktop Upgrade –Basic Concurrent Use to Advanced Concurrent Use	\$4,438	90 days	12 months
GIS0004	ArcGIS Desktop Upgrade –Standard Single or Concurrent Use to Advanced Concurrent Use	\$1,582	90 days	12 months
GIS0006	ArcGIS Desktop Upgrade – Basic Single Use to Advanced Single Use	\$6,070	90 days	12 months
GIS0007	ArcGIS Desktop Upgrade – Basic Concurrent Use to Advanced Single Use	\$4,438	90 days	12 months
GIS0008	ArcGIS Desktop Upgrade – Standard Single or Concurrent Use to Advanced Single Use	\$1,582	90 days	12 months
GIS0101*	ArcGIS Desktop Upgrade –Basic Single Use to Standard Concurrent Use	\$4,489	90 days	12 months
GIS0102*	ArcGIS Desktop Upgrade –Basic Concurrent Use to Standard Concurrent Use	\$2,856	90 days	12 months
GIS0103*	ArcGIS Desktop Upgrade – Basic Single Use to Standard Single Use	\$4,488	90 days	12 months
GIS0104*	ArcGIS Desktop Upgrade – Basic Concurrent Use to Standard Single Use	\$2,856	90 days	12 months
GIS0210B	ArcView 8.x/9.x/10.x Single Use Upgrade to ArcGIS 10.x Desktop Basic Concurrent Use ⁸	\$1,632	90 days	n/a

*Volume discounts are available for this product. Volume discounts apply on a per order basis and are non-cumulative. The volume discount is offered for the entire quantity purchased on a single product.

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GSA No	Esri Product Descriptions	GSA Price	Warranty	Maintenance
Category A – ArcGIS for Mobile				
ArcGIS for Windows Mobile for Desktop & Engine				
GIS0299	ArcGIS for Windows Mobile Desktop or Engine Deployments (5 pack bundle)	\$1,224	90 days	12 months
ArcGIS for Windows Mobile for Server				
GIS2320	ArcGIS for Windows Mobile for Server Enterprise Standard Deployments (50 pack bundle)	\$12,241	90 days	12 months
GIS2322	ArcGIS for Windows Mobile for Server Enterprise Standard Deployments (5 pack bundle)	\$1,224	90 days	12 months
GIS2321	ArcGIS for Windows Mobile for Server Workgroup Advanced Deployments (50 pack bundle)	\$12,241	90 days	12 months
GIS2323	ArcGIS for Windows Mobile for Server Workgroup Advanced Deployments (5 pack bundle)	\$1,224	90 days	12 months
Category A – ArcGIS Enterprise				
GIS6200	ArcGIS Enterprise Advanced Deployment License (up to 4 Core)	\$32,645	90 days	12 months
GIS6204	ArcGIS Enterprise Standard Deployment License (up to 4 Core)	\$16,322	90 days	12 months
STG6200	ArcGIS Enterprise Advanced Staging License (up to 4 cores)	\$19,345	90 days	12 months
STG6204	ArcGIS Enterprise Standard Staging License (up to 4 cores)	\$9,673	90 days	12 months
GIS6245	ArcGIS Enterprise Workgroup Advanced Deployment License (up to 2 Core)	\$8,161	90 days	12 months
GIS6246	ArcGIS Enterprise Workgroup Standard Deployment License (up to 2 Core)	\$4,081	90 days	12 months
Category A – ArcGIS GeoEvent Server				
GIS7311	ArcGIS GeoEvent Server Deployment License (up to 4 Cores)	\$16,322	90 days	12 months
GIS7312	ArcGIS GeoEvent Server Additional Core (Up to 32 total cores)	\$4,081	90 days	12 months
GIS7315	ArcGIS GeoEvent Server Additional Core (More than 32 total cores)	\$2,040	90 days	12 months
STG7311	ArcGIS GeoEvent Server Staging License (up to 4 Cores)	\$9,673	90 days	12 months
STG7312	ArcGIS GeoEvent Server Additional Core Staging License (Up to 32 total cores)	\$2,418	90 days	12 months
STG7315	ArcGIS GeoEvent Server Additional Core Staging License (More than 32 total cores)	\$1,209	90 days	12 months
GIS7320	ArcGIS GeoEvent Server Workgroup 4 Core Server Deployment License	\$8,161	90 days	12 months
Category A – ArcGIS Image Server				
GIS7326	ArcGIS Image Server Deployment License (up to 4 Cores)	\$16,322	90 days	12 months
GIS7327	ArcGIS Image Server Additional Core (Up to 32 total cores)	\$4,081	90 days	12 months
GIS7323	ArcGIS Image Server Additional Core (More than 32 total cores)	\$2,040	90 days	12 months
STG7326	ArcGIS Image Server Staging License (up to 4 Cores)	\$9,673	90 days	12 months
STG7327	ArcGIS Image Server Additional Core Staging License (Up to 32 total cores)	\$2,418	90 days	12 months
STG7323	ArcGIS Image Server Additional Core Staging License (More than 32 total cores)	\$1,209	90 days	12 months
GIS7332	ArcGIS Image Server Workgroup 4 Core Server Deployment License	\$8,161	90 days	12 months
Category A – ArcGIS GIS Server ⁹				
Server				
GIS2200	ArcGIS GIS Server Enterprise Advanced Deployment License (Up to 4 Core) ¹⁰	\$32,643	90 days	12 months
GIS2201	ArcGIS GIS Server Enterprise Advanced Additional Core	\$8,160	90 days	12 months
GIS2204	ArcGIS GIS Server Enterprise Standard Deployment License (Up to 4 Core) ¹⁰	\$16,322	90 days	12 months
GIS2205	ArcGIS GIS Server Enterprise Standard Additional Core	\$4,080	90 days	12 months
GIS2208	ArcGIS GIS Server Enterprise Basic Deployment License (Up to 4 Core)	\$8,160	90 days	12 months
GIS2209	ArcGIS GIS Server Enterprise Basic Additional Core	\$2,040	90 days	12 months
Server Extensions				
GIS2254	ArcGIS Network Analyst ArcGIS GIS Server Extension Standard Deployment License (up to 4 Core)	\$8,160	90 days	12 months
GIS2255	ArcGIS Network Analyst ArcGIS GIS Server Extension Standard Additional Core	\$2,040	90 days	12 months
GIS2300	ArcGIS Workflow Manager ArcGIS GIS Server Extension Advanced Deployment License (up to 4 Core)	\$8,161	90 days	12 months
GIS2301	ArcGIS Workflow Manager ArcGIS GIS Server Extension Advanced Additional Core	\$2,040	90 days	12 months
GIS2310	ArcGIS Workflow Manager ArcGIS GIS Server Extension Standard Deployment License (up to 4 Core)	\$8,161	90 days	12 months
GIS2311	ArcGIS Workflow Manager ArcGIS GIS Server Extension Standard Additional Core	\$2,040	90 days	12 months
GIS2314	ArcGIS Data Reviewer ArcGIS GIS Server Extension Advanced Deployment License (up to 4 Core)	\$8,161	90 days	12 months
GIS2315	ArcGIS Data Reviewer ArcGIS GIS Server Extension Advanced Additional Core	\$2,040	90 days	12 months
GIS2316	ArcGIS Data Reviewer ArcGIS GIS Server Extension Standard Deployment License (up to 4 Core)	\$8,161	90 days	12 months
GIS2317	ArcGIS Data Reviewer ArcGIS GIS Server Extension Standard Additional Core	\$2,040	90 days	12 months

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GSA No	Esri Product Descriptions	GSA Price	Warranty	Maintenance
Category A – ArcGIS GIS Server <i>continued</i>				
Server Workgroup				
GIS2245	ArcGIS GIS Server Workgroup Advanced Deployment License (up to 2 Core) ¹⁰	\$8,160	90 days	12 months
GIS2247	ArcGIS GIS Server Workgroup Advanced Additional Core (maximum 4 Core)	\$4,080	90 days	12 months
GIS2246	ArcGIS GIS Server Workgroup Standard Deployment License (up to 2 Core) ¹⁰	\$4,080	90 days	12 months
GIS2248	ArcGIS GIS Server Workgroup Standard Additional Core (maximum 4 Core)	\$2,040	90 days	12 months
GIS2282	ArcGIS GIS Server Workgroup Basic Deployment License (Per Server)	\$4,080	90 days	12 months
Server Workgroup Extensions				
GIS1984	ArcGIS Network Analyst ArcGIS GIS Server Extension Workgroup Standard Deployment License (per licensed Server)	\$4,080	90 days	12 months
GIS2302	ArcGIS Workflow Manager ArcGIS GIS Server Extension Workgroup Advanced Deployment License (per licensed Server)	\$4,080	90 days	12 months
GIS2312	ArcGIS Workflow Manager ArcGIS GIS Server Extension Workgroup Standard Deployment License (per licensed Server)	\$4,080	90 days	12 months
GIS2318	ArcGIS Data Reviewer ArcGIS GIS Server Extension Workgroup Advanced Deployment License (per licensed Server)	\$4,080	90 days	12 months
GIS2319	ArcGIS Data Reviewer ArcGIS GIS Server Extension Workgroup Standard Deployment License (per licensed Server)	\$4,080	90 days	12 months

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GSA No	Esri Product Descriptions	GSA Price	Warranty	Maintenance
Category A – ArcGIS GIS Server <i>continued</i>				
Staging Server Program ¹¹				
STG2200	ArcGIS GIS Server Advanced Staging Server License	\$19,344	90 days	12 months
STG2201	ArcGIS GIS Server Advanced Staging Server Additional Core	\$4,836	90 days	12 months
STG2204	ArcGIS GIS Server Standard Staging Server License	\$9,672	90 days	12 months
STG2205	ArcGIS GIS Server Standard Staging Server Additional Core	\$2,418	90 days	12 months
STG2208	ArcGIS GIS Server Basic Staging Server License	\$4,836	90 days	12 months
STG2209	ArcGIS GIS Server Basic Staging Server Additional Core	\$1,209	90 days	12 months
STG2300	ArcGIS Workflow Manager ArcGIS GIS Server Extension Advanced Staging Server License	\$4,836	90 days	12 months
STG2301	ArcGIS Workflow Manager ArcGIS GIS Server Extension Advanced Staging Server Additional Core	\$1,209	90 days	12 months
STG2310	ArcGIS Workflow Manager ArcGIS GIS Server Extension Standard Staging Server License	\$4,836	90 days	12 months
STG2311	ArcGIS Workflow Manager ArcGIS GIS Server Extension Standard Staging Server Additional Core	\$1,209	90 days	12 months
STG2254	ArcGIS Network Analyst ArcGIS GIS Server Extension Standard Staging Server License	\$4,836	90 days	12 months
STG2255	ArcGIS Network Analyst ArcGIS GIS Server Extension Standard Staging Server Additional Core	\$1,209	90 days	12 months
STG2314	ArcGIS Data Reviewer ArcGIS GIS Server Extension Advanced Staging Server License	\$4,836	90 days	12 months
STG2315	ArcGIS Data Reviewer ArcGIS GIS Server Extension Advanced Staging Server Additional Core	\$1,209	90 days	12 months
STG2316	ArcGIS Data Reviewer ArcGIS GIS Server Extension Standard Staging Server License	\$4,836	90 days	12 months
STG2317	ArcGIS Data Reviewer ArcGIS GIS Server Extension Standard Staging Server Additional Core	\$1,209	90 days	12 months
Server Upgrades				
WORKGROUP to WORKGROUP UPGRADES				
GIS2214	ArcGIS GIS Server Upgrade: Workgroup Standard to Workgroup Advanced Additional Core	\$2,040	90 days	n/a
GIS2213	ArcGIS GIS Server Workgroup Upgrade: Workgroup Standard to Workgroup Advanced (up to 2 Core)	\$4,081	90 days	n/a
GIS2217	ArcGIS GIS Server Upgrade: Workgroup Basic to Workgroup Advanced (up to 4 Core)	\$12,241	90 days	n/a
GIS2218	ArcGIS GIS Server Upgrade: Workgroup Basic to Workgroup Standard (up to 4 Core)	\$4,080	90 days	n/a
ARCGIS to ARCGIS				
GIS2215	ArcGIS GIS Server Upgrade: Basic to Standard (up to 4 Core)	\$8,160	90 days	n/a
GIS2228	ArcGIS GIS Server Upgrade: Basic to Standard Additional Core	\$2,040	90 days	n/a
GIS2216	ArcGIS GIS Server Upgrade: Basic to Advanced (up to 4 Core)	\$24,482	90 days	n/a
GIS2227	ArcGIS GIS Server Upgrade: Basic to Advanced Additional Core	\$6,121	90 days	n/a
GIS2219	ArcGIS GIS Server Upgrade: Standard to Advanced (up to 4 Core)	\$16,322	90 days	n/a
GIS2231	ArcGIS GIS Server Upgrade: Standard to Advanced Additional Core	\$4,080	90 days	n/a
WORKGROUP to ARCGIS GIS UPGRADES				
GIS2221	ArcGIS GIS Server Upgrade: Workgroup Standard to ArcGIS GIS Standard (up to 4 Core)	\$8,160	90 days	n/a
GIS2222	ArcGIS GIS Server Upgrade: Workgroup Standard to ArcGIS GIS Advanced (up to 4 Core)	\$24,482	90 days	n/a
GIS2224	ArcGIS GIS Server Upgrade: Workgroup Standard (2 Core) to ArcGIS GIS Standard (up to 4 Core)	\$12,241	90 days	n/a
GIS2225	ArcGIS GIS Server Upgrade: Workgroup Standard (2 Core) to ArcGIS GIS Advanced (up to 4 Core)	\$28,563	90 days	n/a
GIS2223	ArcGIS GIS Server Upgrade: Workgroup Advanced to ArcGIS GIS Advanced (up to 4 Core)	\$16,322	90 days	n/a
GIS2229	ArcGIS GIS Server Upgrade: Workgroup Advanced (2 Core) to ArcGIS GIS Advanced (up to 4 Core)	\$24,482	90 days	n/a
GIS2226	ArcGIS GIS Server Upgrade: Workgroup Advanced (2 Core) to ArcGIS GIS Standard (up to 4 Core)	\$8,161	90 days	n/a
GIS2242	ArcGIS GIS Server Upgrade: Workgroup Basic to ArcGIS GIS Basic (up to 4 Core)	\$4,080	90 days	n/a
GIS2243	ArcGIS GIS Server Upgrade: Workgroup Basic to ArcGIS GIS Standard (up to 4 Core)	\$12,241	90 days	n/a
GIS2244	ArcGIS GIS Server Upgrade: Workgroup Basic to ArcGIS GIS Advanced (up to 4 Core)	\$28,563	90 days	n/a

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GSA No	Esri Product Descriptions	GSA Price	Warranty	Maintenance
Category A – Developer Tools				
ArcGIS Engine				
Concurrent Use				
GIS1601*	ArcGIS Engine Concurrent Use License	\$1,020	90 days	12 months
GIS1660*	ArcGIS 3D Analyst for Engine Concurrent Use License ¹²	\$816	90 days	12 months
GIS1661*	ArcGIS Spatial Analyst for Engine Concurrent Use License ¹²	\$816	90 days	12 months
GIS1662*	ArcGIS Geodatabase Update for Engine Concurrent Use License ¹²	\$816	90 days	12 months
GIS1663*	ArcGIS Network Analyst for Engine Concurrent Use License ¹²	\$816	90 days	12 months
GIS1664*	ArcGIS Schematics for Engine Concurrent Use License ¹²	\$816	90 days	12 months
GIS1665*	ArcGIS Tracking Analyst for Engine Concurrent Use License ¹²	\$816	90 days	12 months
Single Use				
GIS1620*	ArcGIS Engine Single Use License	\$408	90 days	12 months
GIS1630*	ArcGIS 3D Analyst for Engine Single Use License ¹²	\$816	90 days	12 months
GIS1631*	ArcGIS Spatial Analyst for Engine Single Use License ¹²	\$816	90 days	12 months
GIS1632*	ArcGIS Geodatabase Update for Engine Single Use License ¹²	\$816	90 days	12 months
GIS1634*	ArcGIS Schematics for Engine Single Use License ¹²	\$816	90 days	12 months
GIS1635*	ArcGIS Tracking Analyst for Engine Single Use License ¹²	\$816	90 days	12 months
GIS1650*	ArcGIS Network Analyst for Engine Single Use License ¹²	\$816	90 days	12 months
ArcGIS Runtime				
RUN001*	ArcGIS Runtime Standard Deployment License (per 25 pack)	\$4,836	90 days	12 months
RUN100*	ArcGIS 3D Analyst for Runtime Deployment License (per 25 pack)	\$9,672	90 days	12 months
RUN200*	ArcGIS Spatial Analyst for Runtime Deployment License (per 25 pack)	\$9,672	90 days	12 months
RUN300*	ArcGIS Network Analyst for Runtime Deployment License (per 25 pack)	\$9,672	90 days	12 months
Category A – Specialized GIS Applications				
Esri Mapping & Charting Solutions				
Desktop-Concurrent Use				
APL002*	Esri Defense Mapping Solution Concurrent Use Licenses	\$8,665	90 days	12 months
APL022*	Esri Production Mapping Concurrent Use Licenses	\$8,665	90 days	12 months
APL031*	ArcGIS for Aviation: Airports Concurrent Use License ^{13,8}	\$4,332	90 days	12 months
APL033*	ArcGIS for Aviation: Airports Bundle Concurrent Use License ^{13,14,8}	\$8,569	90 days	12 months
APL035*	ArcGIS for Aviation: Charting Concurrent Use License ^{15,8}	\$8,665	90 days	12 months
APL040*	ArcGIS for Maritime: Charting Concurrent Use License ^{16,8}	\$8,665	90 days	12 months
APL044*	ArcGIS for Maritime: Bathymetry Concurrent Use License ^{17,8}	\$4,332	90 days	12 months
APL046*	ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$10,201	90 days	12 months
Desktop-Single Use				
APL003*	Esri Defense Mapping Solution Single Use License	\$8,665	90 days	12 months
APL023*	Esri Production Mapping Single Use License	\$8,665	90 days	12 months
APL032*	ArcGIS for Aviation: Airports Single Use License ¹³	\$4,332	90 days	12 months
APL034*	ArcGIS for Aviation: Airports Bundle Single Use License ^{13,14}	\$8,569	90 days	12 months
APL036*	ArcGIS for Aviation: Charting Single Use License ¹⁵	\$8,665	90 days	12 months
APL041*	ArcGIS for Maritime: Charting Single Use License ¹⁶	\$8,665	90 days	12 months
APL043*	ArcGIS for Maritime: Charting Bundle Single Use License	\$13,221	90 days	12 months
APL045*	ArcGIS for Maritime: Bathymetry Single Use License ¹⁷	\$4,332	90 days	12 months
APL047*	ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$10,201	90 days	12 months

*Volume discounts are available for this product. Volume discounts apply on a per order basis and are non-cumulative. The volume discount is offered for the entire quantity purchased on a single product.

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GSA No	Esri Product Descriptions	GSA Price	Warranty	Maintenance
Category A – Specialized GIS Applications				
Esri Mapping & Charting Solutions ArcGIS GIS Server				
Enterprise				
APL053	Esri Production Mapping ArcGIS GIS Server Extension Advanced Deployment License (up to 4 Core)	\$8,161	90 days	12 months
APL054	Esri Production Mapping ArcGIS GIS Server Extension Advanced Additional Core	\$2,040	90 days	12 months
APL055	Esri Production Mapping ArcGIS GIS Server Extension Standard Deployment License (up to 4 Core)	\$8,161	90 days	12 months
APL056	Esri Production Mapping ArcGIS GIS Server Extension Standard Additional Core	\$2,040	90 days	12 months
APL063	Esri Defense Mapping ArcGIS GIS Server Extension Advanced Deployment License (up to 4 Core)	\$8,161	90 days	12 months
APL064	Esri Defense Mapping ArcGIS GIS Server Extension Advanced Additional Core	\$2,040	90 days	12 months
APL073	ArcGIS for Maritime: ArcGIS GIS Server Extension Advanced Deployment License (up to 4 Core)	\$8,161	90 days	12 months
APL074	ArcGIS for Maritime: ArcGIS GIS Server Extension Advanced Additional Core	\$2,040	90 days	12 months
APL075	ArcGIS for Maritime: ArcGIS GIS Server Extension Standard Deployment License (up to 4 Core)	\$8,161	90 days	12 months
APL076	ArcGIS for Maritime: ArcGIS GIS Server Extension Standard Additional Core	\$2,040	90 days	12 months
Staging Server				
STG053	Esri Production Mapping ArcGIS GIS Server Extension Advanced Staging Server License (up to 4 Core)	\$4,836	90 days	12 months
STG054	Esri Production Mapping ArcGIS GIS Server Extension Advanced Staging Server Additional Core	\$1,209	90 days	12 months
STG055	Esri Production Mapping ArcGIS GIS Server Extension Standard Staging Server License (up to 4 Core)	\$4,836	90 days	12 months
STG056	Esri Production Mapping ArcGIS GIS Server Extension Standard Staging Server Additional Core	\$1,209	90 days	12 months
STG063	Esri Defense Mapping ArcGIS GIS Server Extension Advanced Staging Server License (up to 4 Core)	\$4,836	90 days	12 months
STG064	Esri Defense Mapping ArcGIS GIS Server Extension Advanced Staging Server Additional Core	\$1,209	90 days	12 months
STG073	ArcGIS for Maritime: ArcGIS GIS Server Extension Advanced Staging Server License (up to 4 Core)	\$4,836	90 days	12 months
STG074	ArcGIS for Maritime: ArcGIS GIS Server Extension Advanced Staging Server Additional Core	\$1,209	90 days	12 months
STG075	ArcGIS for Maritime: ArcGIS GIS Server Extension Standard Staging Server License (up to 4 Core)	\$4,836	90 days	12 months
STG076	ArcGIS for Maritime: ArcGIS GIS Server Extension Standard Staging Server Additional Core	\$1,209	90 days	12 months
ArcGIS GIS Server Workgroup				
APL153	Esri Production Mapping ArcGIS GIS Server Workgroup Extension Advanced License (per licensed Server)	\$4,081	90 days	12 months
APL155	Esri Production Mapping ArcGIS GIS Server Workgroup Extension Standard License (per licensed Server)	\$4,081	90 days	12 months
APL163	Esri Defense Mapping ArcGIS GIS Server Workgroup Extension Advanced License (per licensed Server)	\$4,081	90 days	12 months
APL173	ArcGIS for Maritime: ArcGIS GIS Server Workgroup Extension Advanced License (per licensed Server)	\$4,081	90 days	12 months
APL174	ArcGIS for Maritime: ArcGIS GIS Server Workgroup Extension Standard License (per licensed Server)	\$4,081	90 days	12 months
Esri CityEngine				
Concurrent Use				
ENG101*	Esri CityEngine Advanced Concurrent Use License (Windows 64-Bit)s	\$3,264	90 days	12 months
ENG102*	Esri CityEngine Advanced Concurrent Use License (Linux)s	\$3,264	90 days	12 months
ENG103*	Esri CityEngine Advanced Concurrent Use License (Macintosh)s	\$3,264	90 days	12 months
Single Use				
ENG106*	Esri CityEngine Advanced Single Use License (Windows 64-Bit)	\$3,264	90 days	12 months
ENG107*	Esri CityEngine Advanced Single Use License (Linux)	\$3,264	90 days	12 months
ENG108*	Esri CityEngine Advanced Single Use License (Macintosh)	\$3,264	90 days	12 months
ENG116*	Esri CityEngine Basic Single Use License (Windows 64-Bit)	\$408	90 days	12 months
ENG117*	Esri CityEngine Basic Single Use License (Linux)	\$408	90 days	12 months
ENG118*	Esri CityEngine Basic Single Use License (Macintosh)	\$408	90 days	12 months
Upgrades				
ENG206*	Esri CityEngine Upgrade: Basic Single Use to Advanced Concurrent Use	\$2,856	90 days	n/a
ENG216*	Esri CityEngine Upgrade: Basic Single Use to Advanced Single Use	\$2,856	90 days	n/a

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GSA No	Esri Product Descriptions	GSA Price	Warranty	Maintenance
Category B – ArcGIS Desktop				
ArcGIS Desktop Extensions ⁶				
Concurrent Use				
GIS2000*	ArcGIS Data Interoperability ArcGIS Desktop Concurrent Use Licenses	\$2,040	90 days	12 months
Single Use				
GIS2005*	ArcGIS Data Interoperability ArcGIS Desktop Single Use License	\$2,040	90 days	12 months
GIS0307*	ArcGIS Desktop Extensions Bundle Single Use Deployment License 18	\$6,121	90 days	12 months
Category B – ArcGIS for Mobile				
ArcPad				
ARC111*	ArcPad Single Use ^{19, 20}	\$571	90 days	12 months
ARC115	ArcPad Upgrade 5.x, 6.x, 7.x to 10.x	\$242	90 days	n/a
Category B – ArcGIS Enterprise				
GIS0209*	ArcGIS Enterprise Federal Named Users Level 2 Perpetual License Fee (per User) ²¹	\$1,935	90 days	12 months
Category B – ArcGIS GeoAnalytics Server				
GIS7347	ArcGIS GeoAnalytics Server Deployment License (up to 4Cores)	\$16,322	90 days	12 months
GIS7348	ArcGIS GeoAnalytics Server Additional Cores up to 32 total cores	\$4,081	90 days	12 months
GIS7349	ArcGIS GeoAnalytics Server Additional Cores more than 32 total cores	\$2,040	90 days	12 months
STG7347	ArcGIS GeoAnalytics Server Staging License (up to 4 Cores)	\$9,673	90 days	12 months
STG7348	ArcGIS GeoAnalytics Server Additional Core Staging (Up to 32 total cores)	\$2,418	90 days	12 months
STG7349	ArcGIS GeoAnalytics Server Additional Core Staging (More than 32 total cores)	\$1,209	90 days	12 months
GIS7351	ArcGIS GeoAnalytics Workgroup Server 4 Core Deployment License	\$8,161	90 days	12 months
Category B – Portal for ArcGIS				
Portal for ArcGIS				
POR110	Portal for ArcGIS Level 3 Additional User 5-Pack for 100 User License	\$3,385	90 days	12 months
Category B – ArcGIS GIS Server				
Extensions				
GIS2267	ArcGIS Data Interoperability ArcGIS GIS Server Extension Advanced Deployment License (Up to 4 Core)	\$8,160	90 days	12 months
GIS2268	ArcGIS Data Interoperability ArcGIS GIS Server Extension Advanced Additional Core	\$2,040	90 days	12 months
GIS2271	ArcGIS Data Interoperability ArcGIS GIS Server Extension Standard Deployment License (Up to 4 Core)	\$8,160	90 days	12 months
GIS2272	ArcGIS Data Interoperability ArcGIS GIS Server Extension Standard Additional Core	\$2,040	90 days	12 months
Workgroup Extensions (per licensed Server)				
GIS1987	ArcGIS Data Interoperability ArcGIS GIS Server Workgroup Extension Advanced Deployment License	\$4,080	90 days	12 months
GIS1988	ArcGIS Data Interoperability ArcGIS GIS Server Workgroup Extension Standard Deployment License	\$4,080	90 days	12 months
Staging Server Extensions ¹¹				
STG2267	ArcGIS Data Interoperability ArcGIS GIS Server Extension Advanced Staging Server License	\$4,836	90 days	12 months
STG2268	ArcGIS Data Interoperability ArcGIS GIS Server Extension Advanced Staging Server Additional Core	\$1,209	90 days	12 months
STG2271	ArcGIS Data Interoperability ArcGIS GIS Server Extension Standard Staging Server License	\$4,836	90 days	12 months
STG2272	ArcGIS Data Interoperability ArcGIS GIS Server Extension Standard Staging Server Additional Core	\$1,209	90 days	12 months
Category B – Developer Tools				
ArcGIS Engine Extensions				
Concurrent Use				
GIS1666*	ArcGIS Data Interoperability for Engine Concurrent Use License ¹²	\$816	90 days	12 months
Single Use				
GIS1636*	ArcGIS Data Interoperability for Engine Single Use License ¹²	\$816	90 days	12 months

*Volume discounts are available for this product. Volume discounts apply on a per order basis and are non-cumulative. The volume discount price is offered for the entire quantity purchased on a single product.

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GSA No	Esri Product Descriptions	GSA Price	Warranty	Maintenance
Category B – Specialized GIS Applications				
Esri Mapping & Charting				
APL037*	ArcGIS for Aviation: Charting Bundle Concurrent Use License ²²	\$15,261	90 days	12 months
APL038*	ArcGIS for Aviation: Charting Bundle Single Use License ²²	\$15,261	90 days	12 months
Esri Roads & Highways				
ArcGIS Desktop				
APL200*	Esri Roads and Highways Desktop Concurrent Use License ^{6, 8}	\$5,804	90 days	12 months
APL205*	Esri Roads and Highways Desktop Single Use License ^{6, 8}	\$5,804	90 days	12 months
ArcGIS GIS Server				
APL220	Esri Roads and Highways ArcGIS GIS Server Extension Advanced Deployment License (up to 4 Core)	\$8,161	90 days	12 months
APL221	Esri Roads and Highways ArcGIS GIS Server Extension Advanced Deployment License Additional Core	\$2,040	90 days	12 months
APL222	Esri Roads and Highways ArcGIS GIS Server Extension Standard Deployment License (up to 4 Core)	\$8,161	90 days	12 months
APL223	Esri Roads and Highways ArcGIS GIS Server Extension Standard Deployment License Additional Core	\$2,040	90 days	12 months
APL230	Esri Roads and Highways ArcGIS GIS Server Workgroup Extension Advanced Deployment License (per licensed Server)	\$4,080	90 days	12 months
APL231	Esri Roads and Highways ArcGIS GIS Server Workgroup Extension Standard Deployment License (per licensed Server)	\$4,080	90 days	12 months
STG220	Esri Roads and Highways ArcGIS GIS Server Extension Advanced Staging Server License ¹¹	\$4,836	90 days	12 months
STG221	Esri Roads and Highways ArcGIS GIS Server Extension Advanced Staging Server Additional Core License ¹¹	\$1,209	90 days	12 months
STG222	Esri Roads and Highways ArcGIS GIS Server Extension Standard Staging Server License ¹¹	\$4,836	90 days	12 months
STG223	Esri Roads and Highways ArcGIS GIS Server Extension Standard Staging Server Additional Core License ¹¹	\$1,209	90 days	12 months
Extensions for Server				
APL240	Roadway Reporter Extension for Esri Roads and Highways ArcGIS GIS Server License (up to 50 Users)	\$16,322	90 days	12 months
APL241	Roadway Reporter Extension for Esri Roads and Highways ArcGIS GIS Server License (up to 250 Users)	\$32,645	90 days	12 months
APL242	Roadway Reporter Extension for Esri Roads and Highways ArcGIS GIS Server License (up to 500 Users)	\$48,967	90 days	12 months

Category B – GeoPlanner for ArcGIS

GEO510*	GeoPlanner for ArcGIS Enterprise Individual Deployment License	\$1,935	90 days	12 months
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Category B – Insights for ArcGIS

GIS0607*	Insights for ArcGIS Deployment License (per user)	\$1,935	90 days	12 months
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*Volume discounts are available for this product. Volume discounts apply on a per order basis and are non-cumulative. The volume discount price is offered for the entire quantity purchased on a single product.

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GSA No	Esri Product Descriptions	GSA Price	Warranty	Maintenance
Category C – Portal for ArcGIS				
Portal for ArcGIS				
POR099	Portal for ArcGIS Level 2 up to 50 Users (per Portal) ²³	\$38,688	90 days	12 months
POR100	Portal for ArcGIS Level 3 up to 100 Users (per Portal) ²³	\$67,704	90 days	12 months
POR101	Portal for ArcGIS Level 4 up to 250 Users (per Portal) ²³	\$145,080	90 days	12 months
POR102	Portal for ArcGIS Level 5 up to 500 Users (per Portal) ²³	\$241,800	90 days	12 months
POR103	Portal for ArcGIS Level 6 up to 1000 Users (per Portal) ²³	\$425,568	90 days	12 months
Additional User Licenses				
POR109	Portal for ArcGIS Level 2 Additional User 5-Pack for 50 User License	\$3,869	90 days	12 months
POR111	Portal for ArcGIS Level 4 Additional User 5-Pack for 250 User License	\$2,902	90 days	12 months
POR112	Portal for ArcGIS Level 5 Additional User 5-Pack for 500 User License	\$2,418	90 days	12 months
POR113	Portal for ArcGIS Level 6 Additional User 5-Pack for 1000 User License	\$2,128	90 days	12 months
Upgrades				
POR120	Portal for ArcGIS Upgrade from Level 3 to Level 4 (100 to 250 Users)	\$77,376	90 days	n/a
POR121	Portal for ArcGIS Upgrade from Level 3 to Level 5 (100 to 500 Users)	\$174,096	90 days	n/a
POR122	Portal for ArcGIS Upgrade from Level 3 to Level 6 (100 to 1000 Users)	\$357,864	90 days	n/a
POR123	Portal for ArcGIS Upgrade from Level 4 to Level 5 (250 to 500 Users)	\$96,720	90 days	n/a
POR124	Portal for ArcGIS Upgrade from Level 4 to Level 6 (250 to 1000 Users)	\$280,488	90 days	n/a
POR125	Portal for ArcGIS Upgrade from Level 5 to Level 6 (500 to 1000 Users)	\$183,768	90 days	n/a

¹ Formerly ArcInfo

² Formerly ArcEditor

³ Formerly ArcView

⁴ ArcGIS for Desktop system requirements can be found at <http://resources.arcgis.com/en/help/system-requirements/10.2/index.html#>

⁵ Includes ArcScan as a no cost extension

⁶ ArcGIS for Desktop extensions will follow the licensing of the core software it is being installed with (i.e. Advanced, Standard, or Basic; single or concurrent use)

⁷ The original ArcGIS license expires and is replaced by the new ArcGIS license the user is upgrading to. The original license must be deauthorized before the new software license is authorized.

⁸ Available for existing Concurrent Use Licensees ONLY, and ONLY if current on Maintenance. Single Use must be on maintenance to qualify.

⁹ ArcGIS for Server can be deployed on a single machine, distributed across multiple servers, or on Cloud Infrastructure

¹⁰ Includes ArcGIS Network Analyst, ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Schematics, and ArcGIS Geostatistical Analyst, and unlimited ArcGIS for Windows Mobile deployments as no-cost extensions

¹¹ An organization may license a Staging Server only after they first purchase a Commercial Server Deployment License.

¹² All ArcGIS Engine Extensions require Standard ArcGIS Engine software

¹³ Requires ArcGIS for Desktop Standard or Advanced (not available for Basic)

¹⁴ Includes ArcGIS for Aviation: Airports and ArcGIS for Desktop Standard

¹⁵ Requires ArcGIS for Desktop Advanced, and ArcGIS Data Interoperability and ArcGIS 3D Analyst extensions

¹⁶ Available for Desktop Advanced only and requires ArcGIS Spatial Analyst extension with ArcGIS Data Interoperability extension recommended

¹⁷ Available for Desktop Standard and Advanced, ArcGIS 3D Analyst extension required

¹⁸ Includes ArcGIS 3D Analyst; ArcGIS Data Interoperability; ArcGIS Data Reviewer; ArcGIS Geostatistical Analyst; ArcGIS Network Analyst; ArcGIS Publisher; ArcGIS Schematics; ArcGIS Spatial Analyst; ArcGIS Tracking Analyst; ArcGIS Workflow Manager Desktop Extensions

¹⁹ Includes ArcPad Application Builder, and StreetMap for ArcGIS TomTom North America and Europe data

²⁰ Customer must request additional registration number(s) for StreetMap for ArcGIS to use the StreetMap data. There is no additional charge.

²¹ Portal users may transition to ArcGIS Enterprise Federal Level 2 named user at no additional charge for the duration of their current contract term.

²² Includes ArcGIS for Aviation: Charting, ArcGIS for Desktop Advanced, ArcGIS Data Interoperability, and ArcGIS 3D Analyst Extensions

²³ User defined as “named users” or those required “to have” a username and password to access the portal.

SIN 132-34 Maintenance

GSA No	Esri Product Descriptions	GSA Price
Category A – ArcGIS Desktop		
Advanced¹, Standard² & Basic³		
Concurrent Use		
GIS0001MP	ArcGIS Desktop Advanced Concurrent Use Annual Maintenance (Primary Support) ^{4,5,6}	\$2,406
GIS0001MS	ArcGIS Desktop Advanced Concurrent Use Annual Maintenance (Secondary Support) ^{6,7}	\$1,184
GIS0100MP	ArcGIS Desktop Standard Concurrent Use Annual Maintenance (Primary Support) ^{4,5,6}	\$1,480
GIS0100MS	ArcGIS Desktop Standard Concurrent Use Annual Maintenance (Secondary Support) ^{6,7}	\$1,184
GIS0200MP	ArcGIS Desktop Basic Concurrent Use Annual Maintenance (Primary Support) ^{4,5,6}	\$691
GIS0200MS	ArcGIS Desktop Basic Concurrent Use Annual Maintenance (Secondary Support) ^{6,7}	\$493
Single Use		
GIS0005MP	ArcGIS Desktop Advanced Single Use Annual Maintenance (Primary Support) ^{4,5,6}	\$2,406
GIS0005MS	ArcGIS Desktop Advanced Single Use Annual Maintenance (Secondary Support) ^{6,7}	\$1,184
GIS0105MP	ArcGIS Desktop Standard Single Use Annual Maintenance (Primary Support) ^{4,5,6}	\$1,480
GIS0105MS	ArcGIS Desktop Standard Single Use Annual Maintenance (Secondary Support) ^{6,7}	\$1,184
GIS0106MP	ArcGIS Desktop Standard Single Use with Extensions Annual Maintenance (Primary Support) ^{4,5,6}	\$2,072
GIS0106MS	ArcGIS Desktop Standard Single Use with Extensions Annual Maintenance (Secondary Support) ^{6,7}	\$1,776
GIS0205MP	ArcGIS Desktop Basic Single Use Annual Maintenance (Primary Support) ^{4,5,6}	\$395
GIS0205MS	ArcGIS Desktop Basic Single Use Annual Maintenance (Secondary Support) ^{6,7}	\$296
GIS0206MP	ArcGIS Desktop Basic Single Use with Extensions Annual Maintenance (Primary Support) ^{4,5,6}	\$987
GIS0206MS	ArcGIS Desktop Basic Single Use with Extensions Annual Maintenance (Secondary Support) ^{6,7}	\$888
ArcGIS Desktop Extensions		
Concurrent Use (Advanced, Standard, and Basic)		
GIS0300MP	ArcGIS 3D Analyst Desktop Concurrent Use Annual Maintenance (Primary Support)	\$493
GIS0300MS	ArcGIS 3D Analyst Desktop Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS0400MP	ArcGIS Spatial Analyst Desktop Concurrent Use Annual Maintenance (Primary Support)	\$493
GIS0400MS	ArcGIS Spatial Analyst Desktop Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS0500MP	ArcGIS Geostatistical Analyst Desktop Concurrent Use Annual Maintenance (Primary Support)	\$493
GIS0500MS	ArcGIS Geostatistical Analyst Desktop Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS0800MP	ArcGIS Publisher Desktop Concurrent Use Annual Maintenance (Primary Support)	\$493
GIS0800MS	ArcGIS Publisher Desktop Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS1000MP	ArcGIS Tracking Analyst Desktop Concurrent Use Annual Maintenance (Primary Support)	\$493
GIS1000MS	ArcGIS Tracking Analyst Desktop Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS1200MP	ArcGIS Schematics Desktop Concurrent Use Annual Maintenance (Primary Support)	\$493
GIS1200MS	ArcGIS Schematics Desktop Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS1400MP	ArcGIS Data Reviewer Desktop Concurrent Use Annual Maintenance (Primary Support)	\$493
GIS1400MS	ArcGIS Data Reviewer Desktop Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS1450MP	ArcGIS Workflow Manager Desktop Concurrent Use Annual Maintenance (Primary Support)	\$493
GIS1450MS	ArcGIS Workflow Manager Desktop Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS1800MP	ArcGIS Network Analyst Desktop Concurrent Use Annual Maintenance (Primary Support)	\$493
GIS1800MS	ArcGIS Network Analyst Desktop Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$197
Single Use (Advanced)		
GIS0305MP	ArcGIS 3D Analyst Desktop Advanced Single Use Annual Maintenance (Primary Support)	\$493
GIS0305MS	ArcGIS 3D Analyst Desktop Advanced Single Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS0405MP	ArcGIS Spatial Analyst Desktop Advanced Single Use Annual Maintenance (Primary Support)	\$493
GIS0405MS	ArcGIS Spatial Analyst Desktop Advanced Single Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS0505MP	ArcGIS Geostatistical Analyst Desktop Advanced Single Use Annual Maintenance (Primary Support)	\$493
GIS0505MS	ArcGIS Geostatistical Analyst Desktop Advanced Single Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS0805MP	ArcGIS Publisher Desktop Advanced Single Use Annual Maintenance (Primary Support)	\$493
GIS0805MS	ArcGIS Publisher Desktop Advanced Single Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS1005MP	ArcGIS Tracking Analyst Desktop Advanced Single Use Annual Maintenance (Primary Support)	\$493
GIS1005MS	ArcGIS Tracking Analyst Desktop Advanced Single Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS1205MP	ArcGIS Schematics Desktop Advanced Single Use Annual Maintenance (Primary Support)	\$493
GIS1205MS	ArcGIS Schematics Desktop Advanced Single Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS1405MP	ArcGIS Data Reviewer Desktop Advanced Single Use Annual Maintenance (Primary Support)	\$493
GIS1405MS	ArcGIS Data Reviewer Desktop Advanced Single Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS1455MP	ArcGIS Workflow Manager Desktop Advanced Single Use Annual Maintenance (Primary Support)	\$493

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GSA No	Esri Product Descriptions	GSA Price
Category A – Desktop Extensions (continued)		
GIS1455MS	ArcGIS Workflow Manager Desktop Advanced Single Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS1805MP	ArcGIS Network Analyst Desktop Advanced Single Use Annual Maintenance (Primary Support)	\$493
GIS1805MS	ArcGIS Network Analyst Desktop Advanced Single Use Annual Maintenance (Secondary Support) ⁷	\$197
Category A – ArcGIS for Windows Mobile		
GIS0299M	ArcGIS for Windows Mobile Desktop or Engine Deployment (5 pack bundle) Annual Maintenance	\$296
GIS2320M	ArcGIS for Windows Mobile for Server Enterprise Standard Deployment (50 pack bundle) Annual Maintenance	\$2,961
GIS2322M	ArcGIS for Windows Mobile for Server Enterprise Standard Deployment (5 pack bundle) Annual Maintenance	\$296
GIS2321M	ArcGIS for Windows Mobile for Server Workgroup Advanced Deployment (50 pack bundle) Annual Maintenance	\$2,961
GIS2323M	ArcGIS for Windows Mobile for Server Workgroup Advanced Deployment (5 pack bundle) Annual Maintenance	\$296
Category A – ArcGIS Enterprise		
GIS6200M	ArcGIS Enterprise Advanced Deployment License Annual Maintenance	\$9,869
GIS6204M	ArcGIS Enterprise Standard Deployment License Annual Maintenance	\$4,934
GIS6245M	ArcGIS Enterprise Workgroup Advanced Deployment License (up to 2 Cores) Annual Maintenance	\$2,467
GIS6246M	ArcGIS Enterprise Workgroup Standard Deployment License (up to 2 Cores) Annual Maintenance	\$1,234
STG6200M	ArcGIS Enterprise Advanced Staging License Annual Maintenance	\$4,934
STG6204M	ArcGIS Enterprise Standard Staging License Annual Maintenance	\$2,467
Category A – ArcGIS GeoEvent Server		
GIS7311M	ArcGIS GeoEvent Server Deployment License (up to 4 Cores) Annual Maintenance	\$4,934
GIS7312M	ArcGIS GeoEvent Server Additional Core Annual Maintenance (Up to 32 total cores)	\$1,234
GIS7315M	ArcGIS GeoEvent Server Additional Core Annual Maintenance (More than 32 total cores)	\$617
GIS7320M	ArcGIS GeoEvent Server Workgroup 4 Core Server Annual Maintenance	\$2,467
STG7311M	ArcGIS GeoEvent Server Staging License (up to 4 Cores) Annual Maintenance	\$2,467
STG7312M	ArcGIS GeoEvent Server Additional Core Staging Annual Maintenance (Up to 32 total cores)	\$617
STG7315M	ArcGIS GeoEvent Server Additional Core Staging Annual Maintenance (More than 32 total cores)	\$308
Category A – ArcGIS Image Server		
GIS7326M	ArcGIS Image Server Deployment License (up to 4 Cores) Annual Maintenance	\$4,934
GIS7327M	ArcGIS Image Server Additional Core Annual Maintenance (Up to 32 total cores)	\$1,234
GIS7323M	ArcGIS Image Server Additional Core Annual Maintenance (More than 32 total cores)	\$617
GIS7332M	ArcGIS Image Server Workgroup 4 Core Server Annual Maintenance	\$2,467
STG7326M	ArcGIS Image Server Deployment License Staging(up to 4 Cores) Annual Maintenance	\$2,467
STG7327M	ArcGIS Image Server Additional Core Staging Annual Maintenance (Up to 32 total cores)	\$617
STG7323M	ArcGIS Image Server Additional Core Staging Annual Maintenance (More than 32 total cores)	\$308

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GSA No	Esri Product Descriptions	GSA Price
Category A – ArcGIS GIS Server		
Server		
GIS2200M	ArcGIS GIS Server Advanced Deployment License (Up to 4 Core) Annual Maintenance ^{5,8}	\$9,869
GIS2201M	ArcGIS GIS Server Advanced Additional Core Annual Maintenance	\$2,467
GIS2204M	ArcGIS GIS Server Standard Deployment License (Up to 4 Core) Annual Maintenance ^{5,8}	\$4,934
GIS2205M	ArcGIS GIS Server Standard Additional Core Annual Maintenance	\$1,234
GIS2208M	ArcGIS GIS Server Basic Deployment License (Up to 4 Core) Annual Maintenance ^{5,8}	\$2,961
GIS2209M	ArcGIS GIS Server Basic Additional Core Annual Maintenance	\$740
Server Extensions		
GIS2254M	ArcGIS Network Analyst ArcGIS GIS Server Extension Standard (Up to 4 Core) Annual Maintenance	\$2,467
GIS2255M	ArcGIS Network Analyst ArcGIS GIS Server Extension Standard Additional Core Annual Maintenance	\$617
GIS2300M	ArcGIS Workflow Manager ArcGIS GIS Server Extension Advanced Annual Maintenance	\$2,467
GIS2301M	ArcGIS Workflow Manager ArcGIS GIS Server Extension Advanced Additional Core Annual Maintenance	\$617
GIS2310M	ArcGIS Workflow Manager ArcGIS GIS Server Extension Standard Annual Maintenance	\$2,467
GIS2311M	ArcGIS Workflow Manager ArcGIS GIS Server Extension Standard Additional Core Annual Maintenance	\$617
GIS2314M	ArcGIS Data Reviewer ArcGIS GIS Server Extension Advanced Annual Maintenance	\$2,467
GIS2315M	ArcGIS Data Reviewer ArcGIS GIS Server Extension Advanced Additional Core Annual Maintenance	\$617
GIS2316M	ArcGIS Data Reviewer ArcGIS GIS Server Extension Standard Annual Maintenance	\$2,467
GIS2317M	ArcGIS Data Reviewer ArcGIS GIS Server Extension Standard Additional Core Annual Maintenance	\$617
ArcGIS GIS Server Workgroup		
GIS2245M	ArcGIS GIS Server Workgroup Advanced Annual Maintenance ^{5,9}	\$2,467
GIS2247M	ArcGIS GIS Server Workgroup Advanced Additional Core Annual Maintenance	\$1,234
GIS2246M	ArcGIS GIS Server Workgroup Standard Annual Maintenance ^{5,9}	\$1,234
GIS2248M	ArcGIS GIS Server Workgroup Standard Additional Core Annual Maintenance	\$617
GIS2282M	ArcGIS GIS Server Workgroup Basic (Per Server) Annual Maintenance ^{5,9}	\$1,234
Workgroup Extensions		
GIS1984M	ArcGIS Network Analyst ArcGIS GIS Server Workgroup Extension Standard Annual Maintenance	\$1,234
GIS2302M	ArcGIS Workflow Manager ArcGIS GIS Server Workgroup Extension Advanced Annual Maintenance	\$1,234
GIS2312M	ArcGIS Workflow Manager ArcGIS GIS Server Workgroup Extension Standard Annual Maintenance	\$1,234
GIS2318M	ArcGIS Data Reviewer ArcGIS GIS Server Workgroup Extension Advanced Annual Maintenance	\$1,234
GIS2319M	ArcGIS Data Reviewer ArcGIS GIS Server Workgroup Extension Standard Annual Maintenance	\$1,234

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GSA No	Esri Product Descriptions	GSA Price
Category A – ArcGIS GIS Server (continued)		
Staging Server Program		
STG2200M	ArcGIS GIS Server Advanced Staging Server Annual Maintenance	\$4,934
STG2201M	ArcGIS GIS Server Advanced Staging Server Additional Core Annual Maintenance	\$1,234
STG2204M	ArcGIS GIS Server Standard Staging Server Annual Maintenance	\$2,467
STG2205M	ArcGIS GIS Server Standard Staging Server Additional Core Annual Maintenance	\$617
STG2208M	ArcGIS GIS Server Basic Staging Server Annual Maintenance	\$1,480
STG2209M	ArcGIS GIS Server Basic Staging Server Additional Core Annual Maintenance	\$370
STG2254M	ArcGIS Network Analyst ArcGIS GIS Server Extension Standard Staging Server Annual Maintenance	\$1,234
STG2255M	ArcGIS Network Analyst ArcGIS GIS Server Extension Standard Staging Server Additional Core Annual Maintenance	\$309
STG2300M	ArcGIS Workflow Manager ArcGIS GIS Server Extension Advanced Staging Server Annual Maintenance	\$1,234
STG2301M	ArcGIS Workflow Manager ArcGIS GIS Server Extension Advanced Staging Server Additional Core Annual Maintenance	\$309
STG2310M	ArcGIS Workflow Manager ArcGIS GIS Server Extension Standard Staging Server Annual Maintenance	\$1,234
STG2311M	ArcGIS Workflow Manager ArcGIS GIS Server Extension Standard Staging Server Additional Core Annual Maintenance	\$309
STG2314M	ArcGIS Data Reviewer ArcGIS GIS Server Extension Advanced Staging Server Annual Maintenance	\$1,234
STG2315M	ArcGIS Data Reviewer ArcGIS GIS Server Extension Advanced Staging Server Additional Core Annual Maintenance	\$309
STG2316M	ArcGIS Data Reviewer ArcGIS GIS Server Extension Standard Staging Server Annual Maintenance	\$1,234
STG2317M	ArcGIS Data Reviewer ArcGIS GIS Server Extension Standard Staging Server Additional Core Annual Maintenance	\$309
Esri Geoportal Server		
GIS2299M	Esri Geoportal Server Annual Support	\$2,467
Category A – Developer Tools		
ArcGIS Engine		
Concurrent Use		
GIS1601MP	ArcGIS Engine Concurrent Use Annual Maintenance (Primary Support)	\$247
GIS1601MS	ArcGIS Engine Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$183
GIS1660MP	ArcGIS 3D Analyst for Engine Concurrent Use Annual Maintenance (Primary Support)	\$197
GIS1660MS	ArcGIS 3D Analyst for Engine Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$148
GIS1661MP	ArcGIS Spatial Analyst for Engine Concurrent Use Annual Maintenance (Primary Support)	\$197
GIS1661MS	ArcGIS Spatial Analyst for Engine Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$148
GIS1662MP	ArcGIS Geodatabase Update for Engine Concurrent Use Annual Maintenance (Primary Support)	\$197
GIS1662MS	ArcGIS Geodatabase Update for Engine Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$148
GIS1663MP	ArcGIS Network Analyst for Engine Concurrent Use Annual Maintenance (Primary Support)	\$197
GIS1663MS	ArcGIS Network Analyst for Engine Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$148
GIS1664MP	ArcGIS Schematics for Engine Concurrent Use Annual Maintenance (Primary Support)	\$197
GIS1664MS	ArcGIS Schematics for Engine Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$148
GIS1665MP	ArcGIS Tracking Analyst for Engine Concurrent Use Annual Maintenance (Primary Support)	\$197
GIS1665MS	ArcGIS Tracking Analyst for Engine Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$148
Single Use		
GIS1620M	ArcGIS Engine Single Use Annual Maintenance without Extensions	\$99
GIS1620MO	ArcGIS Engine Single Use Annual Maintenance with Extensions	\$395
ArcGIS Runtime		
RUN001M	ArcGIS Runtime Standard Single Use Annual Maintenance Fee (per 25 pack)	\$987
RUN100M	ArcGIS 3D Analyst for Runtime Single Use Annual Maintenance Fee (per 25 pack)	\$1,974
RUN200M	ArcGIS Spatial Analyst for Runtime Single Use Annual Maintenance Fee (per 25 pack)	\$1,974
RUN300M	ArcGIS Network Analyst for Runtime Single Use Annual Maintenance Fee (per 25 pack)	\$1,974

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GSA No	Esri Product Descriptions	GSA Price
Category A – Specialized GIS Applications		
Esri Mapping & Charting Solutions ⁴		
ArcGIS Desktop-Concurrent Use		
ALS002	Esri Defense Mapping Solution ArcGIS Desktop Extension Concurrent Use Annual Maintenance	\$2,467
ALS022	Esri Production Mapping ArcGIS Desktop Extension Concurrent Use Annual Maintenance	\$2,467
ALS031	ArcGIS for Aviation: Airports ArcGIS Desktop Extension Concurrent Use Annual Maintenance	\$1,234
ALS033	ArcGIS for Aviation: Airports Bundle ArcGIS Desktop Extension Concurrent Use Annual Maintenance ⁵	\$2,714
ALS035	ArcGIS for Aviation: Charting ArcGIS Desktop Extension Concurrent Use Annual Maintenance	\$2,467
ALS040	ArcGIS for Maritime: Charting ArcGIS Desktop Extension Concurrent Use Annual Maintenance	\$2,467
ALS044	ArcGIS for Maritime: Bathymetry ArcGIS Desktop Extension Concurrent Use Annual Maintenance	\$1,234
ALS046	ArcGIS for Maritime: Bathymetry Bundle ArcGIS Desktop Extension Concurrent Use Annual Maintenance ⁵	\$3,207
ArcGIS Desktop-Single Use		
ALS003	Esri Defense Mapping Solution ArcGIS Desktop Extension Single Use Annual Maintenance	\$2,467
ALS023	Esri Production Mapping ArcGIS Desktop Extension Single Use Annual Maintenance	\$2,467
ALS032	ArcGIS for Aviation: Airports ArcGIS Desktop Extension Single Use Annual Maintenance	\$1,234
ALS034	ArcGIS for Aviation: Airports Bundle ArcGIS Desktop Extension Single Use Annual Maintenance ⁵	\$2,714
ALS036	ArcGIS for Aviation: Charting ArcGIS Desktop Extension Single Use Annual Maintenance	\$2,467
ALS041	ArcGIS for Maritime: Charting ArcGIS Desktop Extension Single Use Annual Maintenance	\$2,467
ALS043	ArcGIS for Maritime: Charting Bundle ArcGIS Desktop Extension Single Use Annual Maintenance ⁵	\$5,428
ALS045	ArcGIS for Maritime: Bathymetry ArcGIS Desktop Extension Single Use Annual Maintenance	\$1,234
ALS047	ArcGIS for Maritime: Bathymetry Bundle ArcGIS Desktop Extension Single Use Annual Maintenance ^{4,5}	\$3,306
ArcGIS GIS Server		
ALS053	Esri Production Mapping for ArcGIS GIS Server Extension Advanced Annual Maintenance	\$2,467
ALS054	Esri Production Mapping for ArcGIS GIS Server Extension Advanced Additional Core Annual Maintenance	\$617
ALS055	Esri Production Mapping for ArcGIS GIS Server Extension Standard Annual Maintenance	\$2,467
ALS056	Esri Production Mapping for ArcGIS GIS Server Extension Standard Additional Core Annual Maintenance	\$617
ALS063	Esri Defense Mapping for ArcGIS GIS Server Extension Advanced Annual Maintenance	\$2,467
ALS064	Esri Defense Mapping for ArcGIS GIS Server Extension Advanced Additional Core Annual Maintenance	\$617
ALS073	ArcGIS for Maritime: ArcGIS GIS Server Extension Advanced Annual Maintenance	\$2,467
ALS074	ArcGIS for Maritime: ArcGIS GIS Server Extension Advanced Additional Core Annual Maintenance	\$617
ALS075	ArcGIS for Maritime: ArcGIS GIS Server Extension Standard Annual Maintenance	\$2,467
ALS076	ArcGIS for Maritime: ArcGIS GIS Server Extension Standard Additional Core Annual Maintenance	\$617
Staging Server		
STG053M	Esri Production Mapping for ArcGIS GIS Server Extension Advanced Staging Server Annual Maintenance	\$1,234
STG054M	Esri Production Mapping for ArcGIS GIS Server Extension Advanced Staging Server Additional Core Annual Maintenance	\$309
STG055M	Esri Production Mapping for ArcGIS GIS Server Extension Standard Staging Server Annual Maintenance	\$1,234
STG056M	Esri Production Mapping for ArcGIS GIS Server Extension Standard Staging Server Additional Core Annual Maintenance	\$309
STG063M	Esri Defense Mapping for ArcGIS GIS Server Extension Advanced Staging Server Annual Maintenance	\$1,234
STG064M	Esri Defense Mapping for ArcGIS GIS Server Extension Advanced Staging Server Additional Core Annual Maintenance	\$309
STG073M	ArcGIS for Maritime: ArcGIS GIS Server Extension Advanced Staging Server Annual Maintenance	\$1,234
STG074M	ArcGIS for Maritime: ArcGIS GIS Server Extension Advanced Staging Server Additional Core Annual Maintenance	\$309
STG075M	ArcGIS for Maritime: ArcGIS GIS Server Extension Standard Staging Server Annual Maintenance	\$1,234
STG076M	ArcGIS for Maritime: ArcGIS GIS Server Extension Standard Staging Server Additional Core Annual Maintenance	\$309
ArcGIS GIS Server Workgroup		
ALS153	Esri Production Mapping for ArcGIS GIS Server Workgroup Extension Advanced Annual Maintenance	\$1,234
ALS155	Esri Production Mapping for ArcGIS GIS Server Workgroup Extension Standard Annual Maintenance	\$1,234
ALS156	Esri Defense Mapping for ArcGIS GIS Server Workgroup Extension Advanced Annual Maintenance	\$1,234
ALS173	ArcGIS for Maritime: ArcGIS GIS Server Workgroup Extension Advanced Annual Maintenance	\$1,234
ALS174	ArcGIS for Maritime: ArcGIS GIS Server Workgroup Extension Standard Annual Maintenance	\$1,234

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GSA No	Esri Product Descriptions	GSA Price
Category A – Specialized GIS Applications		
Esri City Engine		
Concurrent Use ¹⁰		
ENG101MP	Esri CityEngine Advanced Concurrent Use Annual Maintenance (Primary Support Windows 64-Bit) ⁵	\$790
ENG101MS	Esri CityEngine Advanced Concurrent Use Annual Maintenance (Secondary Support Windows 64-Bit) ⁷	\$666
ENG102MP	Esri CityEngine Advanced Concurrent Use Annual Maintenance (Primary Support Linux) ⁵	\$790
ENG102MS	Esri CityEngine Advanced Concurrent Use Annual Maintenance (Secondary Support Linux) ⁷	\$666
ENG103MP	Esri CityEngine Advanced Concurrent Use Annual Maintenance (Primary Support Macintosh) ⁵	\$790
ENG103MS	Esri CityEngine Advanced Concurrent Use Annual Maintenance (Secondary Support Macintosh) ⁷	\$666
Single Use		
ENG106MP	Esri CityEngine Advanced Single Use Annual Maintenance (Primary Support Windows 64-Bit) ^{5, 10}	\$790
ENG106MS	Esri CityEngine Advanced Single Use Annual Maintenance (Secondary Support Windows 64-Bit) ^{7, 10}	\$666
ENG107MP	Esri CityEngine Advanced Single Use Annual Maintenance (Primary Support Linux) ^{5, 10}	\$790
ENG107MS	Esri CityEngine Advanced Single Use Annual Maintenance (Secondary Support Linux) ^{7, 10}	\$666
ENG108MP	Esri CityEngine Advanced Single Use Annual Maintenance (Primary Support Macintosh) ^{5, 10}	\$790
ENG108MS	Esri CityEngine Advanced Single Use Annual Maintenance (Secondary Support Macintosh) ^{7, 10}	\$666
ENG116MP	Esri CityEngine Basic Single Use Annual Maintenance (Primary Support Windows 64-Bit)	\$99
ENG116MS	Esri CityEngine Basic Single Use Annual Maintenance (Secondary Support Windows 64-Bit) ⁷	\$84
ENG117MP	Esri CityEngine Basic Single Use Annual Maintenance (Primary Support Linux)	\$99
ENG117MS	Esri CityEngine Basic Single Use Annual Maintenance (Secondary Support Linux) ⁷	\$84
ENG118MP	Esri CityEngine Basic Single Use Annual Maintenance (Primary Support Macintosh)	\$99
ENG118MS	Esri CityEngine Basic Single Use Annual Maintenance (Secondary Support Macintosh) ⁷	\$84

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GSA No	Esri Product Descriptions	GSA Price
Category B – ArcGIS Desktop		
Extensions		
Concurrent Use (Advanced, Standard, and Basic)		
GIS2000MP	ArcGIS Data Interoperability ArcGIS Desktop Concurrent Use Annual Maintenance (Primary Support)	\$493
GIS2000MS	ArcGIS Data Interoperability ArcGIS Desktop Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$197
Single Use (Advanced)		
GIS2005MP	ArcGIS Data Interoperability ArcGIS Desktop Advanced Single Use Annual Maintenance (Primary Support)	\$493
GIS2005MS	ArcGIS Data Interoperability ArcGIS Desktop Advanced Single Use Annual Maintenance (Secondary Support) ⁷	\$197
GIS0307MP	ArcGIS Desktop Extensions Bundle Annual Primary Maintenance	\$1,480
GIS0307MS	ArcGIS Desktop Extensions Bundle Annual Secondary Maintenance	\$592
Category B – ArcGIS for Mobile		
ArcPad		
MT111	ArcPad Single Use Annual Maintenance 5- ¹⁰	\$247
Category B – ArcGIS Enterprise Federal Named User		
GIS209M	ArcGIS Enterprise Federal Named User Level 2 Annual Maintenance (per User)	\$493
Category B – ArcGIS GeoAnalytics		
GIS7347M	ArcGIS GeoAnalytics Server Deployment License (up to 4 Cores) Annual Maintenance	\$4,934
GIS7348M	ArcGIS GeoAnalytics Server Additional Core (up to 32 total Cores) Annual Maintenance	\$1,234
GIS7349M	ArcGIS GeoAnalytics Server Additional Core (More than 32 total Cores) Annual Maintenance	\$617
GIS7351M	ArcGIS GeoAnalytics Server Workgroup 4 Core Annual Maintenance	\$2,467
STG7347M	ArcGIS GeoAnalytics Server Staging License (up to 4 Cores) Annual Maintenance	\$2,467
STG7348M	ArcGIS GeoAnalytics Server Additional Core Staging Annual Maintenance (Up to 32 total cores)	\$617
STG7349M	ArcGIS GeoAnalytics Server Additional Core Staging Annual Maintenance (More than 32 total cores)	\$308
Category B – ArcGIS for Server		
Extensions		
GIS2267M	ArcGIS Data Interoperability ArcGIS GIS Server Extension Advanced (Up to 4 Core) Annual Maintenance	\$2,467
GIS2268M	ArcGIS Data Interoperability ArcGIS GIS Server Extension Advanced Additional Core Annual Maintenance	\$617
GIS2271M	ArcGIS Data Interoperability ArcGIS GIS Server Extension Standard (Up to 4 Core) Annual Maintenance	\$2,467
GIS2272M	ArcGIS Data Interoperability ArcGIS GIS Server Extension Standard Additional Core Annual Maintenance	\$617
Workgroup Extensions		
GIS1987M	ArcGIS Data Interoperability ArcGIS GIS Server Extension Workgroup Advanced (Per Server) Annual Maintenance	\$1,234
GIS1988M	ArcGIS Data Interoperability ArcGIS GIS Server Extension Workgroup Standard (Per Server)-Annual Maintenance	\$1,234
Staging Server Program		
STG2267M	ArcGIS Data Interoperability ArcGIS GIS Server Extension Advanced Staging Server Annual Maintenance	\$1,234
STG2268M	ArcGIS Data Interoperability ArcGIS GIS Server Extension Advanced Staging Server Additional Core Annual Maintenance	\$309
STG2271M	ArcGIS Data Interoperability ArcGIS GIS Server Extension Standard Staging Server Annual Maintenance	\$1,234
STG2272M	ArcGIS Data Interoperability ArcGIS GIS Server Extension Standard Staging Server Additional Core Annual Maintenance	\$309

SIN 132-34 Maintenance

GSA No	Esri Product Descriptions	GSA Price
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Category B –Portal for ArcGIS

Portal for ArcGIS

POR110M	Portal for ArcGIS Level 3 Additional User 5-Pack for 100 User License Annual Maintenance	\$864
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Category B – Developer Tools

ArcGIS Engine

Concurrent Use

GIS1666MP	ArcGIS Data Interoperability for Engine Concurrent Use Annual Maintenance (Primary Support)	\$197
GIS1666MS	ArcGIS Data Interoperability for Engine Concurrent Use Annual Maintenance (Secondary Support) ⁷	\$148

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GSA No	Esri Product Descriptions	GSA Price
Category B – Esri Location Analytics		
Esri Business Analyst		
Desktop		
GIS1510MT*	Esri Business Analyst Desktop Basic Concurrent Use (National Data Sets) Annual Maintenance	\$12,320
GIS1513MT*	Esri Business Analyst Desktop Standard Concurrent Use (National Data Sets) Annual Maintenance ⁵	\$27,308
GIS1515MT*	Esri Business Analyst Desktop Basic Single Use (National Data Sets) Annual Maintenance ⁵	\$12,320
GIS1518MT*	Esri Business Analyst Desktop Standard Single Use (National Data Sets) Annual Maintenance ⁵	\$27,308
for Server		
GIS1560M	Esri Business Analyst for Server ArcGIS Advanced (with ArcGIS for Server) Annual Maintenance ⁵	\$83,269
GIS1561M	Esri Business Analyst for Server ArcGIS Advanced Additional Core Annual Maintenance ⁵	\$20,817
GIS1565M	Esri Business Analyst for Server Workgroup Advanced (with ArcGIS for Server) Annual Maintenance ⁵	\$41,634
STG1560M	Esri Business Analyst for Server ArcGIS Advanced Staging Server Annual Maintenance	\$24,672
STG1561M	Esri Business Analyst for Server ArcGIS Advanced Staging Server Additional Core Maintenance	\$6,168
Category B – Specialized GIS Applications		
Esri Mapping & Charting		
ALS037	ArcGIS for Aviation: Charting Bundle Concurrent Use Annual Maintenance ⁵	\$5,921
ALS038	ArcGIS for Aviation: Charting Bundle Single Use Annual Maintenance ⁵	\$5,921
Esri Roads & Highways		
ArcGIS Desktop		
ALS200	Esri Roads and Highways ArcGIS Desktop Extension Concurrent Use Annual Maintenance	\$2,467
ALS205	Esri Roads and Highways ArcGIS Desktop Extension Single Use Annual Maintenance	\$2,467
ArcGIS GIS Server		
ALS220	Esri Roads and Highways ArcGIS GIS Server Extension Advanced Annual Maintenance	\$2,467
ALS221	Esri Roads and Highways ArcGIS GIS Server Extension Advanced Additional Core Annual Maintenance	\$617
ALS222	Esri Roads and Highways ArcGIS GIS Server Extension Standard Annual Maintenance	\$2,467
ALS223	Esri Roads and Highways ArcGIS GIS Server Extension Standard Additional Core Annual Maintenance	\$617
ALS230	Esri Roads and Highways ArcGIS GIS Server Extension Workgroup Advanced Annual Maintenance	\$1,234
ALS231	Esri Roads and Highways ArcGIS GIS Server Extension Workgroup Standard Annual Maintenance	\$1,234
STG220M	Esri Roads and Highways ArcGIS GIS Server Extension Advanced Staging Server Annual Maintenance	\$1,234
STG221M	Esri Roads and Highways ArcGIS GIS Server Extension Advanced Staging Server Additional Core Annual Maintenance	\$309
STG222M	Esri Roads and Highways ArcGIS GIS Server Extension Standard Staging Server Annual Maintenance	\$1,234
STG223M	Esri Roads and Highways ArcGIS GIS Server Extension Standard Staging Server Additional Core Annual Maintenance	\$309
Server Extensions		
ALS240	Roadway Reporter Extension for Esri Roads and Highways ArcGIS GIS Server (up to 50 Users) Annual Maintenance	\$4,934
ALS241	Roadway Reporter Extension for Esri Roads and Highways ArcGIS GIS Server (up to 250 Users) Annual Maintenance	\$9,869
ALS242	Roadway Reporter Extension for Esri Roads and Highways ArcGIS GIS Server (up to 500 Users) Annual Maintenance	\$14,803
Esri Tracking Server		
GIS1054M	Esri Tracking Server (2 Core) Annual Maintenance	\$2,467
GIS1053M	Esri Tracking Server Additional Core Annual Maintenance	\$1,234
STG1054M	Esri Tracking Server Staging Server (2 Core) Annual Maintenance	\$1,234
STG1053M	Esri Tracking Server Staging Server Additional Core Annual Maintenance	\$617
Category B – Technical Support		
Premium Support		
PSS001	Premium Support Annual Fee – Unlimited Incidents	\$37,995
PSS003	Premium Support 1 Additional Authorized Contact	\$9,869
Secure Support Program¹¹		
PSS200	Secure Support Program Annual Fee – 3 Authorized Contacts (Unlimited Incidents) ^{12,13}	\$93,755
PSS201	Secure Support Program Annual Fee for 1 Additional Authorized Contact (Unlimited Incidents) ¹³	\$24,672
Category B – GeoPlanner for ArcGIS		
GEO510M	GeoPlanner for ArcGIS Enterprise Annual Maintenance	\$493
Category B – Insights for ArcGIS		
GIS0607M	Insights for ArcGIS Annual Maintenance (per user)	\$493

*Volume discounts are available for this product. Volume discounts apply on a per order basis and are non-cumulative. The volume discount price is offered for the entire quantity purchased for a single product.

SIN 132-34 Maintenance

GSA No	Esri Product Descriptions	GSA Price
Category C – Portal for ArcGIS		
Portal for ArcGIS		
POR099M	Portal for ArcGIS Level 2 up to 50 Users Annual Maintenance ⁵	\$9,869
POR100M	Portal for ArcGIS Level 3 up to 100 Users (per Portal) Annual Maintenance ⁵	\$17,271
POR101M	Portal for ArcGIS Level 4 up to 250 Users (per Portal) Annual Maintenance ⁵	\$37,008
POR102M	Portal for ArcGIS Level 5 up to 500 Users (per Portal) Annual Maintenance ⁵	\$61,681
POR103M	Portal for ArcGIS Level 6 up to 1000 Users (per Portal) Annual Maintenance ⁵	\$108,558
Additional User Licenses		
POR109M	Portal for ArcGIS Level 2 Additional User 5-Pack for 50 User License Annual Maintenance	\$987
POR111M	Portal for ArcGIS Level 4 Additional User 5-Pack for 250 User License Annual Maintenance	\$740
POR112M	Portal for ArcGIS Level 5 Additional User 5-Pack for 500 User License Annual Maintenance	\$617
POR113M	Portal for ArcGIS Level 6 Additional User 5-Pack for 1000 User License Annual Maintenance	\$543

¹ Formerly ArcInfo

² Formerly ArcEditor

³ Formerly ArcView

⁴ Includes technical support and software updates

⁵ Certain Esri software maintenance programs include Esri Annual User Conference Registrations. Please visit <http://www.esri.com/software/maintenance/uc-guide.html> to see complete details and the number of registrations included with this product.

⁶ Includes annual allotment (at no additional cost) of ArcGIS Online Bing Maps services for ArcGIS for Desktop users current on maintenance

⁷ Users must maintain a minimum ratio of one primary maintenance for every nine secondary maintenance

⁸ Includes software and data updates, and support services (3 callers for first 4 Core; 1 additional caller for each 4 Core greater than 12 Core total – all must be current on maintenance)

⁹ Includes software & data updates, and support services (3 callers for first Server 1 additional caller for each Server greater than 3 total – all must be current on maintenance)

¹⁰ Includes software and data updates, and support services for 1 authorized caller per license current on Primary maintenance

¹¹ Performed by technical support staff with appropriate defense security clearance levels

¹² Available for Esri products current on standard maintenance

¹³ “Authorized Contacts” are individuals authorized to escalate technical issues on behalf of their organization

SIN 132-50 Training

GSA No	Esri Product Descriptions	GSA Price
Instructor-Led		
ARC317	Esri Site Training Class (per student, per day)	\$518
ARC318	Esri Site Private Class (per class, per day) ¹	\$4,671
ARC319	Additional Private Class Training Seat (per seat, per day)	\$348
ARC417	Client Site Training Class (per class, per day) ¹	\$4,671
ARC418	Additional Client Site Training Seat (per seat, per day)	\$368
ARC419	Client Coaching Services – Esri Site (per day) ²	\$4,007
ARC420	Client Coaching Services – Client Site (per day) ²	\$4,007
ARC517	Esri Instructor-led Online Classroom Training (per student, per day)	\$518
ARC400	Esri Instructor-led Half Day (4 hours) Workshop (per student)	\$170
ARC401	Esri Private Instructor-led Half Day (4 hours) Workshop (up to 20 students)	\$2,549
ARC402	Esri Instructor-led Full Day Workshop (per student)	\$321
ARC403	Esri Private Instructor-led Full Day Workshop (up to 20 students)	\$4,813
Esri Training Pass		
ARC412	Esri Training Pass (per day, 1-49 days) ³	\$507
ARC413	Esri Training Pass (per day, 50+ days) ³	\$495
ARC414	Esri Training Pass 1year Extension (Remaining balance below 50 days)	\$458
ARC415	Esri Training Pass 1year Extension (Remaining balance 50 days +)	\$1,375
Certification Program		
ARC416	Esri Technical Certification Program Exam Voucher	\$218
Sharable Content Object Reference Model (SCORM)		
AVC351	SCORM Annual User License ⁴	\$85,380
AVC352	SCORM Content Readiness Package ⁵	\$4,836

¹ Instructor-led classes are limited to 12 students. However, the class may be increased to a maximum of 15 students at an additional cost per student, per day. See ARC319 and ARC418 above

² Coaching session must occur within the same business week as the preceding ILT course. Maximum class size is 15 students.

³ Complete details and redemption rates can be found at <http://www.esri.com/trainingpass>

⁴ License includes up to 8 hours of remote telephone and/or e-mail technical support to assist in the installation of SCORM Content with licensee's LMS, to include minor modifications to the content to facilitate use within licensee's LMS. Esri reserves the right to negotiate a separate SOW at prevailing GSA rates if extensive modifications are required.

⁵ Training and support to test SCORM compliancy of client's LMS

SIN 132-51 Professional Services

GSA No	Esri Labor Category	GSA Price				
Labor Rates (price per hour)						
Work Performed at Esri Facilities						
Calendar Year (January through December)		2014	2015	2016	2017	2018
TME202	Principal/GIS Program Manager (M3)	\$388.96	\$402.91	\$416.86	\$431.63	\$446.40
TME206	Senior GIS Consultant/Project Manager (M2)	\$289.77	\$299.98	\$310.19	\$321.18	\$332.18
TME211	GIS Consultant/Project Manager (M1)	\$211.58	\$218.87	\$226.90	\$234.92	\$242.95
TME216	Senior GIS System/Software Architect (S3)	\$303.30	\$313.82	\$325.14	\$336.47	\$348.60
TME221	GIS System/Software Developer (S2)	\$217.01	\$224.38	\$232.42	\$240.45	\$249.16
TME226	GIS Technical Specialist/Engineer (S1)	\$164.58	\$170.55	\$176.52	\$182.50	\$189.13
TME231	GIS Database Specialist/Analyst (DB)	\$136.35	\$140.92	\$146.14	\$151.36	\$156.58
TME236	GIS Data Processor (DP)	\$102.26	\$105.76	\$109.26	\$112.77	\$116.97

Labor Rates (price per hour)						
Work Performed at Client Facilities ¹						
Calendar Year (January through December)		2014	2015	2016	2017	2018
TME201	Principal/GIS Program Manager (M3)	\$340.34	\$352.55	\$364.75	\$377.68	\$390.60
TME205	Senior GIS Consultant/Project Manager (M2)	\$253.55	\$262.48	\$271.41	\$281.03	\$290.65
TME210	GIS Consultant/Project Manager (M1)	\$185.13	\$191.51	\$198.53	\$205.56	\$212.58
TME215	Senior GIS System/Software Architect (S3)	\$265.38	\$274.58	\$284.49	\$294.40	\$305.01
TME220	GIS System/Software Developer (S2)	\$189.88	\$196.33	\$203.36	\$210.40	\$218.02
TME225	GIS Technical Specialist/Engineer (S1)	\$144.01	\$149.24	\$154.46	\$159.69	\$165.50
TME230	GIS Database Specialist/Analyst (DB)	\$119.31	\$123.31	\$127.88	\$132.44	\$137.01

SIN 132-51 Professional Services

GSA No	Firm Fixed Price Services	GSA Price
Professional GIS Services – One Week Packages		
ARC351	Advanced Professional GIS Services – One Week ²	\$19,532
ARC350	Standard Professional GIS Services – One Week ²	\$16,068

Jumpstart Packages		
ARC355	ArcGIS for Server Jumpstart Package - Basic	\$9,479
ARC356	ArcGIS for Server Jumpstart Package - Standard	\$11,994
ARC357	ArcGIS for Server Jumpstart Package - Advanced	\$17,556

Enterprise Jumpstart Packages		
ARC360	ArcGIS Enterprise Jumpstart - Basic (Installation performed by GIS System/Software Developer Labor Category S2 based on firm fixed price)	\$12,983
ARC361	ArcGIS Enterprise Jumpstart – Standard (Installation performed by GIS System/Software Developer Labor Category S2 based on firm fixed price)	\$15,943
ARC352	ArcGIS Enterprise Jumpstart – Advanced (Installation performed by GIS System/Software Developer Labor Category S3 based on firm fixed price)	\$25,298

Web GIS Launch Kits		
WEB600	Web GIS Launch Kit - Basic	\$9,479
WEB601	Web GIS Launch Kit - Standard	\$11,994
WEB602	Web GIS Launch Kit - Advanced	\$14,219

Enterprise Advantage Program		
EAP100	Esri Enterprise Advantage Program Annual Fee ³	\$70,690
EAP103	Esri Enterprise Advantage Program (EEAP): 50 Learning & Services Credits Annual Subscription	\$48,475
EAP101	Esri Enterprise Advantage Program Additional Technical Advisor (per 100 hours)	\$19,655
EAP102	Esri Enterprise Advantage Program Additional Learning & Services Credits (per 100 Credits)	\$44,433
EAP104	Esri Enterprise Advantage Program (EEAP) Additional Learning & Services Credits (per 50 Credits)	\$22,217

¹ These services are offered for a full-time engagement of 6 consecutive months or longer.

² Blocks of time can include installation and configuration of Esri products, application development support, access to Subject Matter Experts, a simple workshop, or an enterprise system design. Multiple units can be purchased for more complex requirements.

³ Must be current on maintenance of all licensed software for which maintenance is available

**FEDERAL SUPPLY SCHEDULE ADDENDUM
U.S. Government Esri FITARA Addendum**

1. Executive Summary

In 2014 Congress passed the Federal Information Technology Acquisition Reform Act (FITARA) into law with requirements that GSA should work with leading industry partners to develop FITARA compliant contract vehicles with discounts reflecting Government-wide spending volume. In December 2015 Esri was one of the first industry partners to be awarded a FITARA Modification to Esri's GSA Schedule Contract GS-35F-253CA by GSA. In August 2016 GSA again awarded Esri this FITARA Addendum extending Esri FITARA discounts to include:

- ELA Participating Agencies Qualifying ELA Order Discounts
- ELA Participating Agencies Qualifying IDIQ Order Discounts
- ELA Participating Agencies Additional Benefits
- Non-ELA Participating Agencies Qualifying Non-ELA Order Discounts
- Extending ELA Participating Agency Discounts and Benefits above to Esri's GSA Schedule Contract GS-35F-5086H.
- Extending Non-ELA Participating Agency IDIQ Discounts above to Esri's GSA Schedule Contract GS-35F-5086H.

This Esri FITARA Addendum brings Esri's GSA Schedule Contracts GS-35F-253CA and GS-35F-5086H, as well as Esri's Participating Agency ELAs into full compliance with all provisions of FITARA, as well as all OMB policy direction regarding FITARA. The award of the Esri FITARA Addendum reflects continued U.S. Government emphasis on the use of commercial-off-the-shelf (COTS) software, as well as maximizing the use of best-in-class software purchasing solutions, such as Esri's Enterprise License Agreements.

2. Introduction

This Federal Supply Schedule Addendum (the “**Addendum**”) supplements GSA Federal Supply Schedule Contract Number GS-35F-253CA and GS-35F-5086H (“**Esri Schedule(s)**”) between Environmental Systems Research Institute, Inc. (“**Esri**”) and The General Services Administration (“**GSA**”). Esri and GSA agree as follows.

In the spirit of the Federal Acquisition Streamlining Act of 1994 and Section 5112 of the Clinger–Cohen Act of 1996, the U.S. Government, acting through the GSA, and Esri, enter into a federal U.S. Government Esri Federal Information Technology Information Acquisition Reform Act (“**FITARA**”) Addendum to further reduce the administrative costs of acquiring certain commercial items from the Esri Schedules.

This Addendum recognizes that the U.S. Government Agencies participating in the Enterprise License Agreement (ELA) portion of this Addendum may deploy an unlimited quantity of Esri® Software, designated as Category A in Esri Schedules, during the term of this Addendum, subject to the pricing terms and conditions contained herein for specified Esri Software products when all Enterprise fees are current.

As the executive agent for the U.S. Government, the GSA represents and asserts that it has the authority to approve this Addendum on behalf of the U.S. Government.

This Addendum eliminates contracting and open market costs such as searching for sources, the development of technical documents, solicitations, and the evaluation of offers. Teaming arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This Addendum will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the Esri Schedules. The end result is to create a purchasing mechanism for the U.S. Government that works better and costs less.

3. Attachments

Listed below are the Attachments and Tables referenced in this Addendum.

- Attachment A— Definitions
- Attachment B— Esri FITARA Addendum Pricing Structure
 - Table 1— ELA Participating Agencies Qualifying ELA Order Discounts
 - Table 2— ELA Participating Agencies Qualifying IDIQ Order Discounts
 - Table 3— Non-ELA Participating Agencies Qualifying Non-ELA Order Discounts
- Attachment C— ELA Participating Agencies Additional Benefits

4. Scope of the Addendum

ELA Participating Agencies may not issue a Qualifying ELA Order until Esri has confirmed their status as an ELA Participating Agency. The approved scope, the ELA Number, and the citation of the Addendum will be incorporated into the ELA Participating Agency’s purchase/delivery order.

This Addendum represents a recognition by Office of Management and Budget (OMB) and the General Services Administration (GSA) that Esri Schedules and ELAs reflect the best-in-class software licensing agreements and have been examined and declared to be fully FITARA compliant contract vehicles for U.S. Government acquisition, and specifically includes all elements of the Department of Defense. This Addendum further represents a recognition by GSA that Esri ELAs offer significant value and costs savings for Government agencies, satisfy Federal price reasonableness requirements, and through a cobranding agreement with the DoD Enterprise Software Initiative (ESI) program office have been determined (together with all products, training, and services listed within the Esri Schedules) to satisfy Department of Defense Enterprise Software Initiative requirements.

The Scope excludes all Intelligence Community Blanket Purchase Agreement (IC ELAs under the IC BPA contract HM157213A0003) ELAs and Non-ELA Participating IC Elements as defined in Executive Order 12333. As it is recognized that the Intelligence Community Blanket Purchase Agreement contract HM157213A0003 contains similar terms and discounts as set forth within this Addendum, the Intelligence Community Blanket Purchase Agreement contract HM157213A0003 shall also be regarded as a FITARA compliant contract vehicle for U.S. Government purchases.

In consideration of the award of this Addendum: (1) ELA Participating Agencies may execute orders for the Software Products, Data, Documentation, Maintenance, Training and Professional Services described in Attachment B, Table 1 and Table 2, subject to the terms of this Addendum, and (2) Non-ELA Participating Agencies may execute Delivery Orders for the Software Products, Data, Documentation, Maintenance, Training and Professional Services described in Attachment B, Table 3 subject to the terms of this Addendum.

5. Integration With Federal Supply Schedule Contracts

This Addendum, together with the Attachments, Exhibits, and Tables hereto and the terms and conditions of Esri Schedules comprise the terms and conditions of the Esri FITARA Addendum between GSA and Esri for Geographic Information System (GIS) software products, maintenance, training, and professional services. Except as modified by this Addendum, the terms and conditions of the Esri Schedules, including, but not limited to, license grants, warranties, and indemnities, shall apply to U.S. Government orders released hereunder. In the event that either Esri Schedule is modified, all terms, conditions, and pricing included in that modification that do not conflict with the terms and conditions of this Addendum, or lessen the rights or responsibilities of the U.S. Government or Esri and its supplier as stated herein, are automatically incorporated into this Addendum. This Addendum 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 Esri's participation in FITARA.

ATTACHMENT A DEFINITIONS

The definitions in this section apply and supersede any conflicting definitions subject to the Order of Precedence clause and all attached, incorporated or related documents.

- A. "ELA" means an Enterprise License Agreement between a Federal government entity and Esri that entitles the entity to deploy Esri software throughout its organization. The quantity of software that the entity may deploy is generally unlimited for Category A products but may be capped for some Esri products. The ELA agreement is a bilateral agreement between Esri and the Federal government entity which, although subject to the discounting structure set forth in Tables 1 and 2, is not subject to GSA approval.
- B. "ELA Participating Agency" means a Participating Agency that holds a current ELA agreement with Esri, when submitting Qualifying ELA Orders or Qualifying IDIQ Orders.
- C. "IDIQ" means indefinite delivery and indefinite quantity for Software, Maintenance, Services, Training, Subscriptions, Data, or Documentation that is available under this Addendum subject to a per-unit fee.
- D. "Non-ELA Participating Agency" means a Participating Agency that does not hold a current ELA agreement with Esri, when submitting Qualifying Non-ELA Orders.
- E. "Participating Agency" means eligible GSA ordering activities as cited in the "Scope of the Addendum" Section above, upon submission of Qualifying ELA Orders, Qualifying IDIQ Orders or Qualifying Non-ELA Orders.
- F. "Qualifying ELA Order(s)" means any ELA Participating Agency's annual ELA payment purchase order provided that either (i) the purchase order cites this Addendum, or (ii) the ELA Participating Agency is submitting an annual purchase order under an ELA that cites this Addendum. For ELAs formerly enrolled in Esri's SmartBUY program, the ELA Participating Agency will also amend the ELA agreement, or include language in all its annual purchase orders, to expressly disclaim participation under SmartBUY.
- G. "Qualifying IDIQ Order(s)" means any ELA Participating Agency's purchase order for the IDIQ purchase of product, training or professional services under Attachment B, Table 2 that cites the Esri FITARA Addendum under GSA Contract number GS-35F-253CA or GS-35F-5086H.
- H. "Qualifying Non-ELA Orders(s)" means any Non-ELA Participating Agency's purchase order under Attachment B, Table 3 for the category of products identified in Table 3 and listed in the Esri Schedules under SINs 132-32 and 132-34 (Annual Subscriptions, Perpetual Software License, Maintenance of Software as a Product, and Maintenance of Software as a Service). Qualifying Non-ELA Orders exclude (i) orders from ELA Participating Agencies and orders under blanket purchase agreements outside of the Esri Schedules, and (ii) any order in which the non-ELA Participating Agency has expressly opted out of FITARA.

- I. "Volume Tiered Discounts" refers to the tiered discounts offered to a Participating Agency under Attachment B Table 1 or Table 3.

ATTACHMENT B
Esri FITARA ADDENDUM PRICING STRUCTURE

Table 1
ELA Participating Agencies Qualifying ELA Order Discounts ^{1,2,3,4,5}

Effective with this Addendum to the Esri Schedules, ELA Participating Agencies will be offered the following discounts toward their respective Qualifying ELA Orders.

Discount Level	Annual Order Volume³	Discount off Qualifying ELA Orders
Level 0 (first year 1/1/2016 thru 12/31/2016)	\$0+	0%
Level 1	\$20,000,000 - 29,999,999	2%
Level 2 (CY 2017)	\$30,000,000 - 39,999,999	3%
Level 3	\$40,000,000 - 49,999,999	4%
Level 4	\$50,000,000 +	5%

Table 1 Footnotes:

- (1) Table 1 provides Volume Tiered Discounts for ELA Participating Agency Qualifying ELA Orders.
- (2) All discounts referenced above are only available to ELA Participating Agencies for Qualifying ELA Orders. ELA Participating Agencies will receive the Discount Level discount in effect at the ELA annual payment due date contained in their ELA contract.
- (3) All Qualifying ELA orders due and received between January 1, 2016 and December 31, 2016 will accrue to the aggregate ELA spend in determining 2017 discounts. All subsequent years will be based on a calendar year, January 1st through December 31st. The Annual Order Volume for each annual term each year equals the total Qualifying ELA Orders due and received by Esri from ELA Participating Agencies during the previous annual term. The Annual Order Volume excludes any IDIQ orders.
- (4) The Discount Level will be reviewed annually based on the preceding calendar year under the subject Esri Schedules to determine whether a discount adjustment is required in accordance with Table 1. The Discount Level for the first year term from January 1, 2016 to December 31, 2016 will be Level 0.
- (5) The ELA annual payments for an ELA Participating Agency are set forth in bilateral ELA agreements between Esri and the ELA Participating Agency. Although subject to the discounting structure set forth in Table 1, Participating ELA Agency agreement are not subject to GSA approval.

Table 2
ELA Participating Agencies Qualifying IDIQ Order Discounts ^{1,2,3,4}

ELA Participating Agencies are offered the following discounts off of the Esri Schedules for Qualifying IDIQ Purchase Orders.

SIN Description	Discount
SIN 132-33 Perpetual Software, Category A	50%
SIN 132-33 Perpetual Software, Category B	40%
SIN 132-34 Software Maintenance, Categories A & B	30%
SIN 132-32 Term Annual Subscriptions, Category A	30%
SIN 132-32 Term Annual Subscriptions, Category B	30%
SIN 132-50 Training	6%
SIN 132-51 Professional Services	4%
All SINS and Categories Not Listed Above	0%

Table 2 Footnotes:

- (1) Table 2 provides discounts for ELA Participating Agency Qualifying IDIQ Orders.
- (2) All Maintenance and Subscription orders under this Table 2 must be received annually in advance in order to receive the discounts listed above, as opposed to paid quarterly, billed in arrears due to the already substantial discounts being offered.
- (3) All orders for Software, Maintenance, and Subscriptions under this Table 2 will be consolidated and routed through the designated POC as described in the ELA Participating Agency's delivery order. The designated POC will forward all such orders to the Esri POC that is listed therein, The designated POC shall also be responsible for tracking annual Maintenance due for any purchases. The designated POC will coordinate direct technical support to the end user. All Software must remain current with Maintenance fees in order to receive technical support. All updates and upgrades will be shipped directly to the end user when ELA fees are current.
- (4) Discounts do not apply to Category C as listed in the Esri Schedules.

Table 3
Non-ELA Participating Agencies Qualifying Non-ELA Order Discounts^{1,2,3,4,5,6,7,8}

GSA Schedule Discounts				
Discount Level	Qualifying Non-ELA Orders Annual Spending Volume	SIN 132-33 Perpetual Software	SIN 132-32 Maintenance as a Product SIN 132-34 Maintenance as a Service SIN 132-32 Term Annual Subscriptions	Category Applied To
Level 0	\$0 - \$499,999	0%	0%	A & B
Level 1	\$500,000 - \$4,999,999	2%	2%	A & B
Level 2	\$5,000,000 - \$9,999,999	3.5%	3.5%	A & B
Level 3 (CY2017)	\$10,000,000 - \$14,999,999	5%	5%	A & B
Level 4	\$15,000,000 - \$19,999,999	7%	7%	A & B
Level 5 (first year)	\$20,000,000 - \$24,999,999	14%	10%	A & B
Level 6	\$25,000,000 - \$29,999,999	21%	15%	A & B
Level 7	\$30,000,000 - \$34,999,999	28%	20%	A
Level 8	\$35,000,000 - \$39,999,999	35%	25%	A
Level 9	\$40,000,000 - \$44,999,999	40%	25%	A
Level 10	\$45,000,000 - \$49,999,999	45%	25%	A
Level 11	\$50,000,000 +	50%	25%	A

Table 3 Footnotes:

- (1) Table 3 provides discounts for Non-ELA Participating Agency Qualifying Non-ELA Orders.
- (2) All Maintenance discounts referenced above are conditioned upon Non-ELA Participating Agencies keeping maintenance current and consolidation of orders is encouraged. If Maintenance is not kept current, no discount rates will be offered for that Customer Number/User for back maintenance or first year reinstated maintenance.
- (3) All Qualifying non-ELA IDIQ purchases made from date of award of this Addendum through December 31, 2016 will apply to the aggregate spend in determining 2017 discounts. All subsequent years will be calculated based on a calendar year, January 1st through December 31st.
- (4) The discount rates in the Volume Tiered Discount table apply solely to the products listed in Esri Schedules for SINS 132-32, 132-33, and 132-34 (Annual Subscriptions, Perpetual Software License, and Maintenance of Software as a Product, and Maintenance of Software as a Service), with the following limitations;

- a. Discounts above do not apply to previously discounted, per User per Year, described as “User Defined Role-Based Internal User Bundles”.
 - b. Discounts above do not apply to products already discounted, including volume discounts offered for greater-than unit-1 purchase quantities. The Participating Agency is entitled to the greater of the discount provided in Table 3 or the discount otherwise offered by Esri.
 - c. The maximum discount for products listed in Category B is the Level 6 discount above for any given year.
 - d. The discount for products listed in Category C or Category D is zero percent (0%) for any given year.
- (5) Products listed in Esri Schedules under SIN 132-50 (Training of General Purpose Information Technology Equipment), and SIN 132-51 (Software and Information Technology Professional Services), are based on the Esri Schedule price at the time of order without discount.
- (6) The initial discount after the GSA Schedule Contract FITARA Addendum is awarded, and on those orders referencing said Addendum will be the Level 5 discount as indicated in the table above and will be valid through December 31, 2016.
- (7) The Annual Spending Volume for the one year term beginning January 1, 2017 and each subsequent year equals the total Qualifying Non-ELA Orders received by Esri from Non-ELA Participating Agencies under Table 3 during the previous annual term. Orders that meet the definition of Qualifying Non-ELA Orders are included in the Annual Spending Volume even if no Table 3 discount applies per Footnote 3.
- (8) The Discount Level will be reviewed annually based on a calendar year, January 1st through December 31st under the subject Esri Schedules to determine whether a discount adjustment is required in accordance with Table 3.

ATTACHMENT C
ELA PARTICIPATING AGENCIES ADDITIONAL BENEFITS

Upon award of this Addendum, the following Additional Benefits will be offered to each authorized ELA Participating Agency.

- A. **Secure Support.** Technical support available through secure channels (U.S. Citizen only, Cleared Staff, etc.). Esri will provide access to Secure Support, which includes:
 - 1 Secure handling of classified customer information at an appropriate level security clearance
 - 2 Priority Incident Management
- B. **Access to Esri Support Team.** Includes account managers, solutions engineers and communication specialist assigned Government-Wide, plus dedicated contracts and customer service representatives to simplify contract negotiation and administration, licensing, and support issues.
- C. **ArcGIS for Personal Use (Esri Home Use Program).** ArcGIS for Personal Use will be made available to all ELA Participating Agencies as defined herein that wish to install and use the Esri software outlined below on their home computers for personal use as long as this Addendum is valid.
- E. **Hosted e-Learning.** Unlimited self-guided training hosted on Esri's WWW.
- F. **Esri International User Conference.** Access to Esri's Conferences will be made available to all ELA Participating Agencies. Specific conferences and quantities of registrations will be bilaterally agreed to and addressed in each agreement.
- G. **National Emergency Use :** Esri will permit the use of the Esri Software (i) for a Presidentially declared emergency under the Stafford Act for Maintenance of Crisis & Command Center, Field Communications, and Analysis & Data Support Infrastructure or (ii) without a Presidentially declared emergency by any public safety, law enforcement, public health, or emergency organization covered under the Stafford Act for development of mitigation plans required by FEMA during times of national emergency or mobilization for up to six (6) months at no additional cost above for any ELA Participating Agency. The U.S. Government must notify Esri in writing within one (1) week of the date of issuance of the Software as to the end users' POC information as well as the quantity and description of Software Licenses issued. If the Software is going to remain in use beyond the six (6)-month term, the U.S. Government shall pay applicable fees as noted in the IDIQ pricing exhibit, or alternatively the authorized organization using the Software may elect to purchase the Software directly from Esri at the current prices reflected in the Esri Schedules. The authorized organizations that qualify under the Stafford Act to receive Esri Software shall agree to comply with the license provisions of the Esri Schedules and this Addendum.

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**FEDERAL SUPPLY SCHEDULE ADDENDUM
U.S. Government Esri FITARA Addendum**

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- Non-ELA Participating Agencies Qualifying Non-ELA Order Discounts
- Extending ELA Participating Agency Discounts and Benefits above to Esri's GSA Schedule Contract GS-35F-5086H.
- Extending Non-ELA Participating Agency IDIQ Discounts above to Esri's GSA Schedule Contract GS-35F-5086H.

This Esri FITARA Addendum brings Esri's GSA Schedule Contracts GS-35F-253CA and GS-35F-5086H, as well as Esri's Participating Agency ELAs into full compliance with all provisions of FITARA, as well as all OMB policy direction regarding FITARA. The award of the Esri FITARA Addendum reflects continued U.S. Government emphasis on the use of commercial-off-the-shelf (COTS) software, as well as maximizing the use of best-in-class software purchasing solutions, such as Esri's Enterprise License Agreements.

2. Introduction

This Federal Supply Schedule Addendum (the “**Addendum**”) supplements GSA Federal Supply Schedule Contract Number GS-35F-253CA and GS-35F-5086H (“**Esri Schedule(s)**”) between Environmental Systems Research Institute, Inc. (“**Esri**”) and The General Services Administration (“**GSA**”). Esri and GSA agree as follows.

In the spirit of the Federal Acquisition Streamlining Act of 1994 and Section 5112 of the Clinger–Cohen Act of 1996, the U.S. Government, acting through the GSA, and Esri, enter into a federal U.S. Government Esri Federal Information Technology Information Acquisition Reform Act (“**FITARA**”) Addendum to further reduce the administrative costs of acquiring certain commercial items from the Esri Schedules.

This Addendum recognizes that the U.S. Government Agencies participating in the Enterprise License Agreement (ELA) portion of this Addendum may deploy an unlimited quantity of Esri® Software, designated as Category A in Esri Schedules, during the term of this Addendum, subject to the pricing terms and conditions contained herein for specified Esri Software products when all Enterprise fees are current.

As the executive agent for the U.S. Government, the GSA represents and asserts that it has the authority to approve this Addendum on behalf of the U.S. Government.

This Addendum eliminates contracting and open market costs such as searching for sources, the development of technical documents, solicitations, and the evaluation of offers. Teaming arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This Addendum will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the Esri Schedules. The end result is to create a purchasing mechanism for the U.S. Government that works better and costs less.

3. Attachments

Listed below are the Attachments and Tables referenced in this Addendum.

- Attachment A— Definitions
- Attachment B— Esri FITARA Addendum Pricing Structure
 - Table 1— ELA Participating Agencies Qualifying ELA Order Discounts
 - Table 2— ELA Participating Agencies Qualifying IDIQ Order Discounts
 - Table 3— Non-ELA Participating Agencies Qualifying Non-ELA Order Discounts
- Attachment C— ELA Participating Agencies Additional Benefits

4. Scope of the Addendum

ELA Participating Agencies may not issue a Qualifying ELA Order until Esri has confirmed their status as an ELA Participating Agency. The approved scope, the ELA Number, and the citation of the Addendum will be incorporated into the ELA Participating Agency’s purchase/delivery order.

This Addendum represents a recognition by Office of Management and Budget (OMB) and the General Services Administration (GSA) that Esri Schedules and ELAs reflect the best-in-class software licensing agreements and have been examined and declared to be fully FITARA compliant contract vehicles for U.S. Government acquisition, and specifically includes all elements of the Department of Defense. This Addendum further represents a recognition by GSA that Esri ELAs offer significant value and costs savings for Government agencies, satisfy Federal price reasonableness requirements, and through a cobranding agreement with the DoD Enterprise Software Initiative (ESI) program office have been determined (together with all products, training, and services listed within the Esri Schedules) to satisfy Department of Defense Enterprise Software Initiative requirements.

The Scope excludes all Intelligence Community Blanket Purchase Agreement (IC ELAs under the IC BPA contract HM157213A0003) ELAs and Non-ELA Participating IC Elements as defined in Executive Order 12333. As it is recognized that the Intelligence Community Blanket Purchase Agreement contract HM157213A0003 contains similar terms and discounts as set forth within this Addendum, the Intelligence Community Blanket Purchase Agreement contract HM157213A0003 shall also be regarded as a FITARA compliant contract vehicle for U.S. Government purchases.

In consideration of the award of this Addendum: (1) ELA Participating Agencies may execute orders for the Software Products, Data, Documentation, Maintenance, Training and Professional Services described in Attachment B, Table 1 and Table 2, subject to the terms of this Addendum, and (2) Non-ELA Participating Agencies may execute Delivery Orders for the Software Products, Data, Documentation, Maintenance, Training and Professional Services described in Attachment B, Table 3 subject to the terms of this Addendum.

5. Integration With Federal Supply Schedule Contracts

This Addendum, together with the Attachments, Exhibits, and Tables hereto and the terms and conditions of Esri Schedules comprise the terms and conditions of the Esri FITARA Addendum between GSA and Esri for Geographic Information System (GIS) software products, maintenance, training, and professional services. Except as modified by this Addendum, the terms and conditions of the Esri Schedules, including, but not limited to, license grants, warranties, and indemnities, shall apply to U.S. Government orders released hereunder. In the event that either Esri Schedule is modified, all terms, conditions, and pricing included in that modification that do not conflict with the terms and conditions of this Addendum, or lessen the rights or responsibilities of the U.S. Government or Esri and its supplier as stated herein, are automatically incorporated into this Addendum. This Addendum 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 Esri's participation in FITARA.

ATTACHMENT A DEFINITIONS

The definitions in this section apply and supersede any conflicting definitions subject to the Order of Precedence clause and all attached, incorporated or related documents.

- A. "ELA" means an Enterprise License Agreement between a Federal government entity and Esri that entitles the entity to deploy Esri software throughout its organization. The quantity of software that the entity may deploy is generally unlimited for Category A products but may be capped for some Esri products. The ELA agreement is a bilateral agreement between Esri and the Federal government entity which, although subject to the discounting structure set forth in Tables 1 and 2, is not subject to GSA approval.
- B. "ELA Participating Agency" means a Participating Agency that holds a current ELA agreement with Esri, when submitting Qualifying ELA Orders or Qualifying IDIQ Orders.
- C. "IDIQ" means indefinite delivery and indefinite quantity for Software, Maintenance, Services, Training, Subscriptions, Data, or Documentation that is available under this Addendum subject to a per-unit fee.
- D. "Non-ELA Participating Agency" means a Participating Agency that does not hold a current ELA agreement with Esri, when submitting Qualifying Non-ELA Orders.
- E. "Participating Agency" means eligible GSA ordering activities as cited in the "Scope of the Addendum" Section above, upon submission of Qualifying ELA Orders, Qualifying IDIQ Orders or Qualifying Non-ELA Orders.
- F. "Qualifying ELA Order(s)" means any ELA Participating Agency's annual ELA payment purchase order provided that either (i) the purchase order cites this Addendum, or (ii) the ELA Participating Agency is submitting an annual purchase order under an ELA that cites this Addendum. For ELAs formerly enrolled in Esri's SmartBUY program, the ELA Participating Agency will also amend the ELA agreement, or include language in all its annual purchase orders, to expressly disclaim participation under SmartBUY.
- G. "Qualifying IDIQ Order(s)" means any ELA Participating Agency's purchase order for the IDIQ purchase of product, training or professional services under Attachment B, Table 2 that cites the Esri FITARA Addendum under GSA Contract number GS-35F-253CA or GS-35F-5086H.
- H. "Qualifying Non-ELA Orders(s)" means any Non-ELA Participating Agency's purchase order under Attachment B, Table 3 for the category of products identified in Table 3 and listed in the Esri Schedules under SINs 132-32 and 132-34 (Annual Subscriptions, Perpetual Software License, Maintenance of Software as a Product, and Maintenance of Software as a Service). Qualifying Non-ELA Orders exclude (i) orders from ELA Participating Agencies and orders under blanket purchase agreements outside of the Esri Schedules, and (ii) any order in which the non-ELA Participating Agency has expressly opted out of FITARA.

- I. "Volume Tiered Discounts" refers to the tiered discounts offered to a Participating Agency under Attachment B Table 1 or Table 3.

ATTACHMENT B
Esri FITARA ADDENDUM PRICING STRUCTURE

Table 1
ELA Participating Agencies Qualifying ELA Order Discounts ^{1,2,3,4,5}

Effective with this Addendum to the Esri Schedules, ELA Participating Agencies will be offered the following discounts toward their respective Qualifying ELA Orders.

Discount Level	Annual Order Volume³	Discount off Qualifying ELA Orders
Level 0 (first year 1/1/2016 thru 12/31/2016)	\$0+	0%
Level 1	\$20,000,000 - 29,999,999	2%
Level 2 (CY 2017)	\$30,000,000 - 39,999,999	3%
Level 3	\$40,000,000 - 49,999,999	4%
Level 4	\$50,000,000 +	5%

Table 1 Footnotes:

- (1) Table 1 provides Volume Tiered Discounts for ELA Participating Agency Qualifying ELA Orders.
- (2) All discounts referenced above are only available to ELA Participating Agencies for Qualifying ELA Orders. ELA Participating Agencies will receive the Discount Level discount in effect at the ELA annual payment due date contained in their ELA contract.
- (3) All Qualifying ELA orders due and received between January 1, 2016 and December 31, 2016 will accrue to the aggregate ELA spend in determining 2017 discounts. All subsequent years will be based on a calendar year, January 1st through December 31st. The Annual Order Volume for each annual term each year equals the total Qualifying ELA Orders due and received by Esri from ELA Participating Agencies during the previous annual term. The Annual Order Volume excludes any IDIQ orders.
- (4) The Discount Level will be reviewed annually based on the preceding calendar year under the subject Esri Schedules to determine whether a discount adjustment is required in accordance with Table 1. The Discount Level for the first year term from January 1, 2016 to December 31, 2016 will be Level 0.
- (5) The ELA annual payments for an ELA Participating Agency are set forth in bilateral ELA agreements between Esri and the ELA Participating Agency. Although subject to the discounting structure set forth in Table 1, Participating ELA Agency agreement are not subject to GSA approval.

Table 2
ELA Participating Agencies Qualifying IDIQ Order Discounts ^{1,2,3,4}

ELA Participating Agencies are offered the following discounts off of the Esri Schedules for Qualifying IDIQ Purchase Orders.

SIN Description	Discount
SIN 132-33 Perpetual Software, Category A	50%
SIN 132-33 Perpetual Software, Category B	40%
SIN 132-34 Software Maintenance, Categories A & B	30%
SIN 132-32 Term Annual Subscriptions, Category A	30%
SIN 132-32 Term Annual Subscriptions, Category B	30%
SIN 132-50 Training	6%
SIN 132-51 Professional Services	4%
All SINS and Categories Not Listed Above	0%

Table 2 Footnotes:

- (1) Table 2 provides discounts for ELA Participating Agency Qualifying IDIQ Orders.
- (2) All Maintenance and Subscription orders under this Table 2 must be received annually in advance in order to receive the discounts listed above, as opposed to paid quarterly, billed in arrears due to the already substantial discounts being offered.
- (3) All orders for Software, Maintenance, and Subscriptions under this Table 2 will be consolidated and routed through the designated POC as described in the ELA Participating Agency's delivery order. The designated POC will forward all such orders to the Esri POC that is listed therein, The designated POC shall also be responsible for tracking annual Maintenance due for any purchases. The designated POC will coordinate direct technical support to the end user. All Software must remain current with Maintenance fees in order to receive technical support. All updates and upgrades will be shipped directly to the end user when ELA fees are current.
- (4) Discounts do not apply to Category C as listed in the Esri Schedules.

Table 3
Non-ELA Participating Agencies Qualifying Non-ELA Order Discounts^{1,2,3,4,5,6,7,8}

GSA Schedule Discounts				
Discount Level	Qualifying Non-ELA Orders Annual Spending Volume	SIN 132-33 Perpetual Software	SIN 132-32 Maintenance as a Product SIN 132-34 Maintenance as a Service SIN 132-32 Term Annual Subscriptions	Category Applied To
Level 0	\$0 - \$499,999	0%	0%	A & B
Level 1	\$500,000 - \$4,999,999	2%	2%	A & B
Level 2	\$5,000,000 - \$9,999,999	3.5%	3.5%	A & B
Level 3 (CY2017)	\$10,000,000 - \$14,999,999	5%	5%	A & B
Level 4	\$15,000,000 - \$19,999,999	7%	7%	A & B
Level 5 (first year)	\$20,000,000 - \$24,999,999	14%	10%	A & B
Level 6	\$25,000,000 - \$29,999,999	21%	15%	A & B
Level 7	\$30,000,000 - \$34,999,999	28%	20%	A
Level 8	\$35,000,000 - \$39,999,999	35%	25%	A
Level 9	\$40,000,000 - \$44,999,999	40%	25%	A
Level 10	\$45,000,000 - \$49,999,999	45%	25%	A
Level 11	\$50,000,000 +	50%	25%	A

Table 3 Footnotes:

- (1) Table 3 provides discounts for Non-ELA Participating Agency Qualifying Non-ELA Orders.
- (2) All Maintenance discounts referenced above are conditioned upon Non-ELA Participating Agencies keeping maintenance current and consolidation of orders is encouraged. If Maintenance is not kept current, no discount rates will be offered for that Customer Number/User for back maintenance or first year reinstated maintenance.
- (3) All Qualifying non-ELA IDIQ purchases made from date of award of this Addendum through December 31, 2016 will apply to the aggregate spend in determining 2017 discounts. All subsequent years will be calculated based on a calendar year, January 1st through December 31st.
- (4) The discount rates in the Volume Tiered Discount table apply solely to the products listed in Esri Schedules for SINS 132-32, 132-33, and 132-34 (Annual Subscriptions, Perpetual Software License, and Maintenance of Software as a Product, and Maintenance of Software as a Service), with the following limitations;

- a. Discounts above do not apply to previously discounted, per User per Year, described as “User Defined Role-Based Internal User Bundles”.
 - b. Discounts above do not apply to products already discounted, including volume discounts offered for greater-than unit-1 purchase quantities. The Participating Agency is entitled to the greater of the discount provided in Table 3 or the discount otherwise offered by Esri.
 - c. The maximum discount for products listed in Category B is the Level 6 discount above for any given year.
 - d. The discount for products listed in Category C or Category D is zero percent (0%) for any given year.
- (5) Products listed in Esri Schedules under SIN 132-50 (Training of General Purpose Information Technology Equipment), and SIN 132-51 (Software and Information Technology Professional Services), are based on the Esri Schedule price at the time of order without discount.
- (6) The initial discount after the GSA Schedule Contract FITARA Addendum is awarded, and on those orders referencing said Addendum will be the Level 5 discount as indicated in the table above and will be valid through December 31, 2016.
- (7) The Annual Spending Volume for the one year term beginning January 1, 2017 and each subsequent year equals the total Qualifying Non-ELA Orders received by Esri from Non-ELA Participating Agencies under Table 3 during the previous annual term. Orders that meet the definition of Qualifying Non-ELA Orders are included in the Annual Spending Volume even if no Table 3 discount applies per Footnote 3.
- (8) The Discount Level will be reviewed annually based on a calendar year, January 1st through December 31st under the subject Esri Schedules to determine whether a discount adjustment is required in accordance with Table 3.

ATTACHMENT C
ELA PARTICIPATING AGENCIES ADDITIONAL BENEFITS

Upon award of this Addendum, the following Additional Benefits will be offered to each authorized ELA Participating Agency.

- A. **Secure Support.** Technical support available through secure channels (U.S. Citizen only, Cleared Staff, etc.). Esri will provide access to Secure Support, which includes:
 - 1 Secure handling of classified customer information at an appropriate level security clearance
 - 2 Priority Incident Management
- B. **Access to Esri Support Team.** Includes account managers, solutions engineers and communication specialist assigned Government-Wide, plus dedicated contracts and customer service representatives to simplify contract negotiation and administration, licensing, and support issues.
- C. **ArcGIS for Personal Use (Esri Home Use Program).** ArcGIS for Personal Use will be made available to all ELA Participating Agencies as defined herein that wish to install and use the Esri software outlined below on their home computers for personal use as long as this Addendum is valid.
- E. **Hosted e-Learning.** Unlimited self-guided training hosted on Esri's WWW.
- F. **Esri International User Conference.** Access to Esri's Conferences will be made available to all ELA Participating Agencies. Specific conferences and quantities of registrations will be bilaterally agreed to and addressed in each agreement.
- G. **National Emergency Use :** Esri will permit the use of the Esri Software (i) for a Presidentially declared emergency under the Stafford Act for Maintenance of Crisis & Command Center, Field Communications, and Analysis & Data Support Infrastructure or (ii) without a Presidentially declared emergency by any public safety, law enforcement, public health, or emergency organization covered under the Stafford Act for development of mitigation plans required by FEMA during times of national emergency or mobilization for up to six (6) months at no additional cost above for any ELA Participating Agency. The U.S. Government must notify Esri in writing within one (1) week of the date of issuance of the Software as to the end users' POC information as well as the quantity and description of Software Licenses issued. If the Software is going to remain in use beyond the six (6)-month term, the U.S. Government shall pay applicable fees as noted in the IDIQ pricing exhibit, or alternatively the authorized organization using the Software may elect to purchase the Software directly from Esri at the current prices reflected in the Esri Schedules. The authorized organizations that qualify under the Stafford Act to receive Esri Software shall agree to comply with the license provisions of the Esri Schedules and this Addendum.

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Esri Trademarks

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GSA Schedule Appendix A

**GSA Schedule Contract Number GS-35F-5086H
Contract Period March 11, 2013 to March 10, 2018**

Incorporated Documents

As cited in § 9.1 of this document “Additional Utilization Limitations (SIN 132-32, 132-33, 132-34 this also includes SINs 132-50, 132-51)” attached as reference are the following Esri License Agreements:

- 1) E204 (with E300): Esri License & Services Agreement (9/19/16)
- 2) G559: Esri Content License Agreement (Term & Evaluation Licenses) (6/14/16)
- 3) J10044: Esri U.S. Software Maintenance Program (5/10/16)

These documents can also be found at <http://www.esri.com/legal/index.html>



License and Services Agreement (E204)

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

This License and Services Agreement ("**Agreement**") is between You (defined in Addendum 2) also referred to herein as "**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.

ADDENDUM 2 NOTICE:

The following items are listed and discussed in Addendum 2 found attached to this Agreement. The addendum amends this Agreement. Except where expressly amended by Addendum 2, the terms and conditions of the Agreement shall remain in force.

- Contract documents, entire agreement, and order of precedence
- Services
- Fees, late charges and taxes
- Termination
- Injunctive or equitable relief
- Compliance with laws
- Indemnification
- Third party terms or terms not included in full text
- Confidentiality
- Assignment
- No waiver of liability or cause of action
- Audit
- Notices
- Legal Representation / Infringement Claims

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 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.

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

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

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

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

1.3 Consultant or Contractor Access. Customer may authorize its consultants or contractors to use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of the Esri Offerings upon completion of

work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

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

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

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

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

1.8 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 TERMS OF USE

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

- a. **Concurrent Use License:** Customer may install and use the Software on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- b. **Deployment License:** Customer may incorporate ArcGIS Runtime components in Value-Added Applications and distribute the Value-Added Applications to Customer's end users.
- c. **Deployment Server License:** Customer may use the Software under a Server License for all uses permitted in the Agreement and as described in the Documentation.
- d. **Development Server License:** Customer may use the Software under a Server License to build and test Value-Added Applications as described in the Documentation.
- e. **Development Use:** Customer may install and use the Software to build and test Value-Added Applications as described in the Documentation.
- f. **Dual Use License:** Customer may install the Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- g. **Failover License:** Customer may install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- h. **Redistribution License:** Customer may reproduce and distribute the Software provided that

1. Customer reproduces and distributes the Software in its entirety;

2. A license agreement that protects the Software to the same extent as this 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 others a fee for the use of the Software.
- i. **Server License:** Customer may install and use the Software on a server computer. Server licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use, each Server License includes a Failover License.
 - j. **Single Use License:** Customer may permit a single authorized end user to install and use the Software on a single computer. Customer may permit the single authorized end user to install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
 - k. **Staging Server License:** Customer may use the Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Servers.

2.2 Permitted Uses

- a. Customer may
 1. Install, access, or store Software and Data on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This does not apply to Software licensed for Development Use.
 4. Move the Software in the licensed configuration to a replacement computer;
 5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License; and
 6. Use server Software for Commercial ASP Use if Customer has procured a Commercial ASP Use license or is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries, but only to the extent that such customization is described in Documentation.
- c. Customer may use all fonts provided with the Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Addendum 1 (E300) provides Product-specific terms of use for individual Software. Esri may issue updates to Addendum 1 (E300) from time to time.

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

3.0 ONLINE SERVICES TERMS OF USE

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

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Value-Added Applications. Customer may enable Anonymous Users to access its Content

or Value-Added Applications by publishing them through the use of the Sharing Tools, included with Customer's authorized use of the Online Services.

- b. **"App Login Credential"** means a system-generated application login and associated password provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- c. **"Service Credit(s)"** means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document.
- d. **"Sharing Tools"** means publishing capabilities included with Online Services and ArcGIS Website that allow Customer to make Customer Content and Value-Added Applications available to third parties and/or Anonymous Users.

3.2 Subscription to Online Services. Esri provides Online Services subscriptions under the following terms. [Addendum 1 \(E300\)](#) also provides Product-specific terms of use for individual Online Services.

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

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

3.4 Access to Value-Added Applications

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

3.5 Customer's Responsibilities

- a. Customer is solely responsible for the development and operation of Customer Content and Value-Added Applications and for its Named Users' compliance with this Agreement. Customer and its Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Customer's subscription. Named Users' login credentials are for designated Named Users only and may not be shared with other individuals. Customer may assign former Named Users' login credentials to new Named Users if the former users no longer require access to Online Services. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security.
- b. If Customer is using non-Esri application development tools to build an application that accesses Esri's Online Services, Customer must include attribution acknowledging that its application uses Esri Online Services. Guidelines are provided in the Documentation.

3.6 Modifications of Online Services. Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. Changes made to the online services that will modify the EULA terms and conditions or affect what the Licensee has purchased must be submitted to the Contracting Officer for review. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Licensee'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, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

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

3.8 Customer Content

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

3.9 Limits on Use of Online Services; Service Credits. Each Online Services subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service

Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service consumption reaches approximately 75% of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer consumes all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

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

4.0 DATA TERMS OF USE

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

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

4.2 Permitted Uses

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

4.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use the Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Data.* Unless authorized in writing, Customer may not use Business Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data.* Customer may use Street Data for mapping, geocoding, and point-to-point routing purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn, or calculating an alternate route if a turn is missed;

2. Synchronized multivehicle routing; or
 3. Route optimization.
- e. *Business Analyst Data*. Data provided with Esri Business Analyst (Server, Desktop) is subject to the following additional terms of use:
1. If Customer orders a license for Esri Business Analyst or Business Analyst (Canadian edition) with a subset of the national dataset (i.e., Region, State, Local), Customer may use only the licensed subset, not any other portion of the national dataset.
 2. Data provided with Business Analyst Server may not be cached or downloaded by client applications and devices.

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

5.0 TRAINING TERMS OF SERVICE

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

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

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

5.2 Permitted and Prohibited Uses

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

5.3 Esri's Responsibilities

Esri will

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

5.4 Customer's Responsibilities

Customer will

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

5.5 Student Registration and Training Event Change Policy

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

5.6 Payments

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

6.0 PROFESSIONAL SERVICES TERMS

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

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

- a. "**Invention(s)**" means patentable inventions, discoveries, innovations, and improvements, excluding Deliverables, relating to the subject matter of a Task Order.
- b. "**Inventor(s)**" means the parties' principals, employees, consultants, or independent contractors that solely or jointly develop Inventions during the course of Esri's performance under a Task Order.
- c. "**Professional Service Package(s)**" means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

- d. **"Task Order"** means (i) a mutually signed Ordering Document having substantially the same format as the sample task order shown in Attachment C or (ii) any other agreed-upon Ordering Document for Professional Services.

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

6.3 Task Orders and Project Schedule

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

6.4 Ownership of Deliverables and Inventions

- a. Esri or its licensors own and retain ownership of the Deliverables.
- b. Each party will retain title to any Inventions made or conceived solely by its Inventors during the term of this 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.

6.5 Acceptance

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

Customer may not use any Deliverable in its business operations before acceptance as described in c.1. or c.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with c.2. or c.3., or if Customer uses the Deliverable in its

business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

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

6.7 Customer Termination for Convenience. Customer may terminate any Task Order at any time on 30 days' written notice to Esri and net 30 days submit payment to Esri of all usage amounts due to date pursuant to this Agreement, plus reasonable charges Esri can demonstrate using its standard record keeping system, have resulted from the termination.

6.8 Payment; Invoices

a. For Time and Materials Task Orders

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

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

c. For Firm Fixed Price Task Orders. Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due net 30 days after receipt of invoice.

6.9 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data. Any systems or data information ESRI shall keep confidential and not disclose to any unauthorized person or third-parties.

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

7.0 ESRI MANAGED CLOUD SERVICES

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

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

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

7.2 Provision of EMCS

- a. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- b. **License to Customer Content.** During the term of the Task Order issued under the Agreement, Customer hereby grants to Esri and its Affiliates permission to use Customer Content to support the provision of EMCS. Such permission shall include, but not be limited to, the grant of rights and license to manipulate, publish, distribute, and implement Customer Content within the EMCS Environment in any reasonable manner needed to support the provision of EMCS.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer on a monthly basis for the EMCS to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the EMCS Environment.
- d. **Risk of Loss.** Risk of loss due to negligence or mishandling of Licensee Content shall remain with Esri. Apart from the foregoing, 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 and Esri agree to protect and keep confidential any Personally Identifiable Information (PII).
- f. **Public Software.** Customer may not use, and may not authorize its end users to use, any software, documentation, or other material that contains or is derived (in whole or in part) from any software, documentation, or other material distributed as free software, open-source software (e.g., Linux), or other similar licensing or distribution models, including, but not limited to, software, documentation, or other material licensed or distributed under any of the following license or distribution models or license or distribution models similar to any of the following: (i) the GNU General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License; (ii) the Artistic License (e.g., Perl); (iii) the Mozilla Public License; (iv) the Netscape Public License; (v) the Sun Community Source License (SCSL); (vi) the Sun Industry Standards License (SISL); (vii) the Berkeley Software Distribution (BSD) License; and (viii) the Apache License ("Public Software") in connection with the Customer Content in any manner that requires, pursuant to the license applicable to such Public Software, that any component of the EMCS be (i) disclosed or distributed in source code form, (ii) made available free of charge to recipients, or (iii) modifiable without restriction by recipients.
- g. **Monitoring.** Customer will provide information and/or other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's and/or Customer's compliance with this 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.

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

8.0 ESRI ENTERPRISE ADVANTAGE PROGRAM

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

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

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

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

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

(to be completed by Customer):

Contact Name: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

Email: _____

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

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

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

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

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

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

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

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

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

8.11 Invoicing

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

expenses) on a per diem basis in accordance with the per diem rates specified on the government General Services Administration (GSA) website at <http://gsa.gov/>.

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

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



HERE DATA

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Supplier Terms Applicable to Location Content

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- e. Other than as is necessary for Licensee to access and view infoUSA data as described and intended herein, Licensee shall not download or print more than fifty (50) Listings in sequence.

2. Searches by Business Category

- a. The Value-Added Package may limit information resulting from an End Users search to one (1) business category or one (1) geographical location. Nationwide searches and statewide searches within a business category shall be limited by amount, geography, or both.
- b. In response to a search by a business category, the Value-Added Package will display a Page of listings of businesses which show business name, street address, city, state, phone number and infoUSA number (no ZIP code). Each such listing is hereinafter referred to as a "Listing." An End User may click on a Listing (displayed without ZIP code) in order to view one business record on a Page which includes ZIP code. Each such record is hereinafter referred to as a "Record."
- c. No Page shall show more than ten (10) Listings and no more than five (5) Pages shall be displayed in a single search session.
- d. Licensee shall not download or print more than fifty (50) Listings in sequence.
- e. Other than as is necessary for Developers and End Users to access and view infoUSA data as described and intended herein, Licensee shall not download or print more than fifty (50) Listings in sequence.



Business Analyst

Additional Terms for Third Party Data use

February 14, 2011

EMSi – Janus Group – requires an EMSi end-user license agreement to be signed by any user purchasing Cable boundaries as a data set.

infoUSA

The definition of “Users” is an end-user of ESRI Software.

Any use of the infoUSA Database not expressly authorized in this Agreement is strictly prohibited. Without limiting the generality of the foregoing, ESRI and the Users are expressly prohibited from (a) co-branding or otherwise providing the Product or Service on behalf of any third party, (b) sublicensing or reselling the infoUSA Database; (c) using or allowing third parties to use the infoUSA Database for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; (d) using the infoUSA Database in any service or product not specifically authorized in this Agreement or offering it through any third party; or (e) disassembling, decompiling, reverse engineering, modifying or otherwise altering the infoUSA Database or any part thereof without infoUSA's prior written consent, such consent may be withheld at infoUSA's sole discretion; or (f) using the Info USA Database for any direct marketing purposes.

Tele Atlas– See separate Tele Atlas section

Workforce Strategies

The end-user must display the following language when they display, publish, or distribute WFS data.

“Source: Workforce Strategies, Inc. © 2000-200x. Some materials may be the copyrighted property of ESRI or other third parties. All rights reserved. Workforce Strategies, Inc. does not guarantee the accuracy of this data. The use of this data and conclusion drawn from it are solely the responsibility of the user of this report.”

Esri Business Analyst (Canadian Edition) Data

Use of Data provided by ESRI Canada shall be subject to the Additional Terms for Third Party Data Use found at http://www.esricanada.com/en_products/4134.asp.



10.4 Redistribution Rights

Description	Data Source	File Name	Directory	Redistribution (see FAQ below)
World				
Countries	DeLorme	country.gdb	\world\data	Yes 1
Countries (Generalized)	Esri, DeLorme	country_gen.gdb	\world\data	Yes 1
Administrative Divisions	DeLorme	admin.gdb	\world\data	Yes 1
Airports	DeLorme	airports.gdb	\world\data	Yes 1
Elevation Contours	DeLorme	contours.gdb	\world\data	Yes 1
Roads	DeLorme	roads.gdb	\world\data	Yes 1
Railroads	DeLorme	railroads.gdb	\world\data	Yes 1
Continents	ArcWorld Supplement	continent.gdb	\world\data	Yes 1,2,3
Regions	ArcWorld Supplement	region.gdb	\world\data	Yes 1,2,3
Census IPC Demographics (table)	U.S. Census International Division, CIA Factbook	cntry_ipc.gdb	\world\data	Yes 1,2,3
Country Memberships of Political Organizations (table)	CIA Factbook	pol_org.gdb	\world\data	Yes 4
Cities	ArcWorld	cities.gdb	\world\data	Yes 1,2,3
Populated Places	DeLorme	pop_places.gdb	\world\data	Yes 1
Gazetteer	DCW	gaz.gdb	\world\data	Yes 1,2,3
Linear Water	DeLorme	hydrolines.gdb	\world\data	Yes 1
Water Bodies	DeLorme	hydropolys.gdb	\world\data	Yes 1
Drainage Systems, Lakes, and Rivers	ArcWorld	drainage.gdb, lakes.gdb, rivers.gdb	\world\data	Yes 1,2,3
World Wildlife Fund Terrestrial Ecoregions	World Wildlife Fund, DCW	wwf_terr.gdb	\world\data	No
World Wildlife Fund Marine Ecoregions	World Wildlife Fund, DCW	wwf_mar.gdb	\world\data	No
UTM Zones	ArcWorld Supplement, NGA	utmzone.gdb	\world\data	Yes 1,2,3
Time Zones	Esri	timezone.gdb	\world\data	Yes 1,2,3

Latitude and Longitude Grids	Esri	latlong.gdb	\world\data	Yes 1,2,3
Named Latitudes and Longitudes	Esri	geogrid.gdb	\world\data	Yes 1,2,3
World Map Background	Esri	world30.gdb	\world\data	Yes 1,2,3
United States				
States and Counties (generalized)	ArcUSA, U.S. Census, Esri	states.gdb, counties.gdb	\usa\census	Yes 1,2,3
States and Counties	Esri, derived from TomTom, U.S. Census	dtl_st.gdb, dtl_cnty.gdb	\usa\census	TomTom - Yes 1,2; U.S. Census - Yes 1,2,3; Esri - Yes 1,2,3
State and County Boundaries	Esri, derived from TomTom	dtl_st_ln.gdb, dtl_cty_ln.gdb	\usa\census	TomTom - Yes 1,2
Census Tracts	TomTom, U.S. Census, Esri	tracts.gdb	\usa\census	TomTom - Yes 1,2; U.S. Census - Yes 1,2,3; Esri - Yes 1,2,3
114th Congressional Districts	Esri	cd114.gdb	\usa\census	Yes 1,2,3
114th Senate	Esri	senate.gdb	\usa\census	Yes 1,2,3
Cities	U.S. Census	cities.gdb	\usa\census	Yes 1,2,3
Populated Place Points	U.S. Census	places.gdb	\usa\census	Yes 1,2,3
Populated Place Areas	TomTom, U.S. Census	placeply.gdb	\usa\census	Yes 1,2
Core Based Statistical Areas	TomTom	cbsa.gdb	\usa\census	Yes 1,2
Highways	Esri	highways.gdb	\usa\trans	Yes 1,2,3
Major Highways	Esri	mjr_hwys.gdb	\usa\trans	Yes 1,2,3
National Transportation Atlas - Interstate Highways	U.S. Bureau Transportation Statistics	intrstat.gdb	\usa\trans	Yes 4
National Transportation Atlas - Railroads	U.S. Bureau Transportation Statistics	rail100k.gdb	\usa\trans	Yes 4
Census Urbanized Areas	U.S. Census	urban.gdb	\usa\census	Yes 4
Drainage Systems, Lakes, and Rivers (generalized)	ArcWorld	drainage.gdb, lakes.gdb, rivers.gdb	\usa\hydro	Yes 1,2,3
Telephone Area Code Boundaries	TomTom	areacode.gdb	\usa\census	Yes 1,2
ZIP Code Points	TomTom, U.S. Census, Esri	zip_usa.gdb	\usa\census	TomTom - Yes 1,2; Esri - Yes 1,2,3; U.S. Census - Yes 1,2,3

ZIP Code Areas (Five-Digit)	TomTom, U.S. Census, Esri	zip_poly.gdb	\usa\census	TomTom - Yes 1,2; Esri - Yes 1,2,3; U.S. Census - Yes 1,2,3
ZIP Code Areas (Three-Digit)	Esri, derived from TomTom	zip3.gdb	\usa\census	TomTom - Yes 1,2; Esri - Yes 1,2,3; U.S. Census - Yes 1,2,3
National Atlas - Airports	National Atlas of the United States	airports.gdb	\usa\trans	Yes 4
National Atlas - Cities	National Atlas of the United States	cities_dtl.gdb	\usa\census	Yes 4
National Atlas - Urbanized Areas	National Atlas of the United States	urban_dtl.gdb	\usa\census	Yes 4
National Atlas - Federal Land Areas	National Atlas of the United States	fedlandp.gdb	\usa\landmarks	Yes 4
National Atlas - Federal Land Lines	National Atlas of the United States, USGS	fedlandl.gdb	\usa\landmarks	Yes 4
National Atlas - Water Feature Areas and Lines	National Atlas of the United States, USGS	hydroply.gdb, hydroln.gdb	\usa\hydro	Yes 4
National Atlas - Public Land Survey	National Atlas of the United States, USGS	publdsur.gdb	\usa\other	Yes 4
Airports	TomTom	airportp.gdb	\usa\trans	Yes 1,2
Institutions	TomTom	institut.gdb	\usa\landmarks	Yes 1,2
Large Area Landmarks	TomTom	laIndmrk.gdb	\usa\landmarks	Yes 1,2
Parks	TomTom	park_dtl.gdb	\usa\landmarks	Yes 1,2
Recreation Areas	TomTom	recreas.gdb	\usa\landmarks	Yes 1,2
Transportation Terminals	TomTom	tranterm.gdb	\usa\trans	Yes 1,2
Geographic Names Information System - Buildings	USGS - GNIS	gblding.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Cemeteries	USGS - GNIS	gcemetry.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Churches	USGS - GNIS	gchurch.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Golf Locales	USGS - GNIS	ggolf.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Hospitals	USGS - GNIS	ghospitl.gdb	\usa\landmarks	Yes 4
Geographic Names Information System -	USGS - GNIS	glocale.gdb	\usa\landmarks	Yes 4

Locales				
Geographic Names Information System - Populated Places	USGS - GNIS	gppl.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Schools	USGS - GNIS	gschools.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Summits	USGS - GNIS	gsummit.gdb	\usa\landmarks	Yes 4
State Plane Zones (NAD 1927, NAD 1983)	NOAA, USGS, Esri	spszn27.gdb, spszn83.gdb	\usa\other	Yes 1,2,3
USGS Topographic Quadrangle Series Indexes - 1:24,000, 1:100,000, 1:250,000	ArcUSA	topoq24.gdb, topoq100.gdb, topoq250.gdb	\usa\other	Yes 1,2,3
Census Block Groups	TomTom, U.S. Census, Esri	blkgrp.gdb	\usa\census	TomTom - Yes 1,2; U.S. Census - Yes 1,2,3; Esri - Yes 1,2,3
Census Block Centroid Populations	U.S. Census	blockpop.gdb	\usa\census	Yes 1,2,3
Rivers and Streams	USGS, Esri	dtl_riv.gdb	\usa\hydro	Yes 1,2,3
Water Bodies	USGS, Esri	dtl_wat.gdb	\usa\hydro	Yes 1,2,3
Europe				
Europe NUTS 0 Demographics	Michael Bauer Research GmbH	nuts0.gdb	\europe\data	Yes 1
Europe NUTS 1 Demographics	Michael Bauer Research GmbH	nuts1.gdb	\europe\data	Yes 1
Europe NUTS 2 Demographics	Michael Bauer Research GmbH	nuts2.gdb	\europe\data	Yes 1
Europe NUTS 3 Demographics	Michael Bauer Research GmbH	nuts3.gdb	\europe\data	Yes 1

All data are available for internal use.

Frequently Asked Questions (FAQ)

Q: Are all of the sample data provided on Data and Maps freely redistributable?

A: No. Much of the sample data are provided by multiple, third party data vendors under license to Esri for inclusion on Data and Maps specifically for use with Esri software.

Q: What does the last column “Redistribution” on the Redistribution Rights matrix with its “Yes” or “No” answers mean?

A: Each data vendor has its own data licensing policies and may grant varying redistribution rights to end users. Please consult the Redistribution Rights classifications below to determine the redistribution rights for a certain sample data file

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"No" Internal Use Only. No redistribution rights are granted by the data vendor and the data is for the end user's own internal use only.

"Yes 1" Redistribution rights are granted by the data vendor for hard-copy renditions or static, electronic map images (e.g. .gif, .jpeg, etc.) that are plotted, printed, or publicly displayed with proper metadata and source/copyright attribution to the respective data vendor(s).

"Yes 2" Geodata are redistributable with a Value-Added Software Application developed by Esri Business Partners on a royalty-free basis with proper metadata and source/copyright attribution to the respective data vendor(s).

"Yes 3" Geodata are redistributable without a Value-Added Software Application (i.e., adding the sample data to an existing, [non]commercial dataset for redistribution) with proper metadata and source/copyright attribution to the respective data vendor(s).

"Yes 4" Public domain data from U.S. government are freely redistributable with proper metadata and source attribution.

Q: Are there any legal terms and conditions I need to be aware of under this license to use the sample data provided on Data and Maps?

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High Risk Activities: (a) The Software, Data, and Documentation are not fault-tolerant and are not designed, manufactured, or intended for use or resale for insurance underwriting or with critical health and safety or online control equipment in hazardous environments that require fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation, or communication systems, air traffic control, emergency response, terrorism prevention or response, life support, or weapons systems ("High Risk Activities"). ESRI SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

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

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

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

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

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

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

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

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

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ATTACHMENT B
GENERAL TERMS AND CONDITIONS

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Except as expressly permitted in this Agreement, Customer will not

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- b. Use Esri Offerings for Commercial ASP Use or service bureau purposes;
- c. Distribute or provide direct access to Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- d. Distribute Authorization Codes to third parties;
- e. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- f. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- g. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or regulation;
- h. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Esri Offerings, output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation;
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- j. Incorporate any portion of the Esri Offerings into a third-party product or service that competes with the Esri Offerings;
- k. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
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This Agreement is effective upon acceptance. 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 or to terminate pending Services engagements without further liability. 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.

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

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

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

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3.1 Limited Warranties. Esri warrants:

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

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

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

3.4 Disclaimers

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

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

ARTICLE 4—LIMITATION OF LIABILITY

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

4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, 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 warranties, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE 5—INDEMNIFICATIONS

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

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

5.2 Infringement Indemnity

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

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

5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or property damage (excluding databases not covered under a reasonable backup program) brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

5.4 Conditions for Indemnification. As conditions for indemnification, 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.

ARTICLE 6—INSURANCE

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

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

ARTICLE 7—SECURITY AND COMPLIANCE

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

7.2 Security. Esri publishes its security capabilities at <http://doc.arcgis.com/en/trust/security/security-overview.htm>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements

for protection of Customer Content and (ii) upload or share controlled Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations.

ARTICLE 8—CLOUD SERVICES INTERRUPTIONS, TAKEDOWNS, AND SUSPENSIONS

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

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

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

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

8.4 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this 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 damage, liabilities, or losses that may result from any interruption or suspension of Online Services or removal of Customer's content as described above.

ARTICLE 9—GENERAL PROVISIONS

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

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

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

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

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

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

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

9.8 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this 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.

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

9.10 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 the Products under applicable public procurement law, such rights will extend only to the portions affected.

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

9.12 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.

9.13 Force Majeure. Neither 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.

9.14 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.

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

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

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

**ATTACHMENT C
SAMPLE TASK ORDER**

Esri Agreement No. _____
Task Order No. _____

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

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

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

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

ACCEPTED AND AGREED:

[sample only—do not sign]
(Customer)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT D
TIME AND MATERIALS RATE SCHEDULE**

For applicable time and material rates, see Esri Professional GIS Services Labor Categories found in the GSA Schedule.

ADDENDUM 1 (E300)
PRODUCT-SPECIFIC TERMS OF USE

SOFTWARE

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

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

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

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

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

ONLINE SERVICES

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

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

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

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

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

**ADDENDUM 2
TO ESRI'S AGREEMENTS
APPLICABLE TO CUSTOMERS OBTAINING ESRI PRODUCTS OR SERVICES
UNDER GSA SCHEDULE CONTRACTS**

This Addendum 2 is entered into between You (defined below), and **Environmental Systems Research Institute, Inc.** ("Licensor" or "Esri") (each, a "Party"; collectively, the "Parties").

GSA, as an agency of the United States Government, is required when entering into agreements with other parties to follow applicable Federal laws and regulations, including without limitation those related to competition, dispute resolution, limitations on indemnification and other fiscal law constraints.

The Parties wish to make certain Esri products and services available to Federal and certain non-Federal customers under Multiple Award Schedule contracts (each, a "GSA Contract") administered by GSA. Accordingly, the Parties hereby agree to amend the following attached documents (collectively, "Licensor Agreements") as set forth herein. Except where expressly amended by this Addendum, the terms and conditions of the Licensor's Agreements shall remain in force.

Licensor's Agreements:

1. License and Service Agreement (E204) comprised of:
 - The following sections 1.0 through 8.0:
 - 1.0 General Grant Of Rights And Restrictions
 - 2.0 Software Terms Of Use
 - 3.0 Online Services Terms Of Use
 - 4.0 Data Terms Of Use
 - 5.0 Training Terms Of Service
 - 6.0 Esri Managed Cloud Services
 - 7.0 Professional Services Terms
 - 8.0 Esri Enterprise Advantage Program
 - Attachment A—Glossary of Terms
 - Attachment B—General Terms and Conditions
 - Attachment C—Sample Task Order
 - Attachment D—Time and Materials Rate Schedule
 - Addendum 1 (E300)—Product-Specific Terms Of Use
 - Addendum 2— To Esri's Agreements Applicable To Customers Obtaining Esri Products Or Services Under GSA Schedule Contracts
2. Esri Content License Agreement (G599)
3. Esri Maintenance and Support Program J10044

A. Government entity and contracting process:

1. "You," "your," or grammatical variants thereof, regardless of capitalization, shall mean the agency or other entity authorized to place orders under the GSA Contract, as set forth in the then-current GSA order on the sources of supply.
2. Such entities, referred to in the GSA Contract as "ordering activities" and in this Addendum as "Customers" (each, a "Customer"), do not sign the Licensor Agreements but become bound by their terms, as amended hereby, through the issuance of a task or delivery order ("Order") under the GSA Contract into which the Licensor Agreements are incorporated.
3. Although individual employees of a Customer may use the products or services provided under an Order solely for the purpose of performing their work duties, they are not in privity of contract with Licensor or its licensors, and the Customer remains responsible for their acts or omissions to the full extent of the law.
4. The Parties agree that the Licensor Agreements accompanied by this Addendum, once the latter has been executed by both parties and validly incorporated into the GSA Contract, constitute the "signed license agreement" referred to in the preamble to the License Agreement and supersede any clickwrap or online terms and conditions that may appear during installation or use of the Products or services.

5. The effective date of the Licensor Agreement is (a) as to GSA, the date this Addendum is signed by the GSA contracting officer; or (b) as to each ordering activity, the date of the Order.

B. Contract documents, entire agreement, and order of precedence:

1. The Licensor Agreements shall apply in the versions attached hereto. Customer does not consent to be bound by any subsequent changes in the Licensor' standard commercial templates for such agreements, or in any policies referenced in the Licensor Agreements, unless such changes have been incorporated into the GSA Schedule contract by prior express written agreement of both Parties executed in the form of a modification to the GSA Contract. Continued use of Products, Data, or services shall not be deemed to establish assent to any changes in terms that have not been so incorporated. Product updates, new Products and subscription renewals shall be subject to the terms of this Addendum, and any changes to the Licensor Agreements that have been incorporated into the GSA Schedule contract by express written agreement of both Parties.
2. Any "entire agreement" clauses in the Licensor Agreements are hereby amended to specify that the GSA Contract (including any contract modifications or Orders issued thereunder) and the Licensor Agreements together constitute the entire agreement between the Parties on the subject matter hereof. Any provisions in the Licensor Agreements invalidating the terms of an Order are hereby deleted.
3. For the purposes of the order of precedence set forth in FAR 52.212-4(s) incorporated into the GSA Schedule Contract, the Licensor Agreements and this Addendum 2 correspond to #4 (Addenda to this solicitation or contract, including any license agreements). In the event of conflict between or among the Licensor Agreements and this Addendum 2, the following order of precedence shall apply: (a) This Addendum 2; (b) Addendum 1; and (c) the E204 License and Service Agreement.

C. Services: Licensor shall provide to Customer such products or services as are specified in the applicable Order, for the duration of such Order. Unless generally withdrawn from the commercial market, services may not be suspended or terminated unilaterally. Any breach, problem, dispute, or other circumstance described in the unmodified Licensor Agreements as giving rise to suspension or termination shall instead be referred to the Customer's contracting officer for resolution.

D. Fees, late charges and taxes:

- The Customer shall pay Licensor the fees calculated in accordance with the final awarded GSA Contract pricelist or the fee or price schedule included in the Order, as applicable. Properly payable amounts shall be paid in accordance with the procedures set forth in the GSA Contract or the applicable Order.
- Fees may not be changed except by prior express written agreement of both Parties executed in the form of a modification to the GSA Contract.
- Nothing in the Licensor Agreements shall be read to allow the purchase of any products or services that are not listed in the final awarded GSA Contract pricelist.
- Any extension or renewal of the term of the GSA Contract (including option exercise, if any), the Licensor Agreements or any license granted there under, the Order, or the associated fees shall also require a prior express written agreement of both Parties.
- Travel, lodging and similar expenses shall be subject to the applicable federal travel regulations and the terms and conditions of the GSA Schedule contract and the Order. No cancellation or rescheduling fees shall be charged to or payable by a Customer except as, and then only to the extent, specifically authorized by applicable federal statute.
- Late payments shall be governed by the Prompt Payment Act and the regulations at 5 CFR 1315; any late payment provisions or reference to late payment in the Licensor Agreements are hereby deleted. Insufficient funds fees or costs of collection on delinquent invoices may not be sought against Customer except as, and then only to the extent, specifically authorized by applicable federal statute.
- Taxes shall be governed by the terms of the GSA Schedule contract. Because different Customers may subject to different legal regimes as regards the applicability of taxes, any charge in the nature of a tax (however designated) shall first be submitted to the Customer's contracting officer for a determination of applicability.

E. **Termination:** Licensor acknowledges that Customer uses Licensor Products and Services in furtherance of the public good. Accordingly, the Licensor Agreements as they pertain to an Order may be terminated prior to the natural expiration of such Order only by Customer in accordance with applicable federal regulations and the terms of the GSA Contract.

F. **Injunctive or equitable relief:** No equitable or injunctive relief, and no shifting of legal fees or costs, may be sought against Customer except as, and then only to the extent, specifically authorized by applicable federal statute.

G. **Compliance with laws:** The Parties acknowledge that the United States, as a sovereign, is subject to the laws of the United States. Nothing in the Licensor Agreements, the GSA Contract, or any Order shall be interpreted to imply consent by any Customer to submit to the adjudicative or enforcement power of any regulatory, administrative, or judicial authority of, or the application of the laws of, another jurisdiction.

H. **Indemnification:** Any provisions in the Licensor Agreements requiring any agency or instrumentality of the Federal Government to indemnify any party are hereby deleted and shall not apply. Any provisions requiring Licensor to indemnify Customer shall be revised to state that such indemnification, and the conduct and/or settlement of any applicable proceedings, shall be subject to 28 USC 516. Any provisions allowing for or resulting in termination of the Licensor Agreements or any license in the event of an infringement claim, whether or not finally adjudicated, shall be subject to the Customer's right to require continued performance in accordance with 28 USC 1498.

I. **Third party terms or terms not included in full text:** When the Customer is an agency or instrumentality of the Federal Government, no third party or external terms and conditions shall be binding on the Customer unless included in full text and validly incorporated into the GSA Schedule contract. For the avoidance of doubt, documents described as incorporated by reference or located at a specified URL shall not be binding.

J. **Confidentiality:**

1. The terms of the Licensor Agreements and the final awarded prices, including both those listed in the GSA Schedule pricelist and those accepted by a Customer pursuant to an Order, shall not be considered confidential information.
2. Notwithstanding any provision of the Licensor Agreements requiring the deletion of Licensor's Confidential Information upon the occurrence of a specified event, Customer may retain such Confidential Information as is required to be retained by law, regulation or its *bona fide* internal document retention procedures solely for legal, regulatory or compliance purposes; *provided, however*, that such retained Confidential Information will continue to be subject to the confidentiality obligations of the Licensor Agreements.
3. As a federal agency of the United States Government, the Freedom of Information Act (FOIA) **(5 USC 552) requires that information that does not fall under certain exceptions must be released when requested. Therefore, this confidential clauses is hereby added to recognize that federal agencies are subject to FOIA and some information may be released despite being characterized as "confidential" by ESRI.**

K. **Assignment:** Licensor may not assign the Licensor Agreements or its rights or obligations thereunder, in whole or in part, except in accordance with the procedures set forth in FAR subpart 42.12.

L. **No waiver of liability or cause of action:** Nothing in the Licensor Agreements, including but not limited to their limitation of liability clauses, in any way grants Licensor a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law; personal injury or death resulting from Esri's negligence; for fraud; for any other matter for which liability cannot be excluded by law; or express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract. No clause restricting users' statements shall be read to restrict GSA's or Customer's ability to pursue any course of action expressly authorized by federal law, regulation, or policy, including without limitation making public statements in connection with any suspension or debarment action.

M. **Audit:** Any clauses in the Licensor Agreements allowing for an audit of GSA or Customer records or information systems, or verification of its compliance with the Licensor Agreements generally, shall be subject to applicable GSA or Customer requirements pertaining to security matters, including without limitation clearances to be held and non-disclosure agreements to be executed by auditors, badging or escorting requirements for access to premises, and other applicable

requirements. Any over deployment or excess usage identified in an audit shall be referred to the Customer's contracting officer for action in accordance with the procedures set forth in the GSA Contract. No audit costs may be sought against Customer except as, and then only to the extent, specifically authorized by applicable federal statute.

N. Notices:

1. Notices to GSA regarding any matter pertaining to the GSA Contract shall be sent to the contracting officer in writing at the address specified in the GSA Contract or by email at the address specified below.
2. Notices to Customer regarding any matter pertaining to an Order, or the use by Customer of Licensor Products or services, shall be sent in writing to the address specified in the Order.
3. Neither GSA nor the Customer consent to receive notices or other communications by way of posting on a website, and such notices, in the absence of written notification by one of the means referred to above, shall be deemed not given.
4. Notices to Licensor shall be sent to: [Contacts and Legal Department, Esri, 380 New York Street, Redlands, California 92373]

O. Legal Representation / Infringement Claims: Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. The DOJ/Government may not enter into a settlement or agreement with the party bringing the infringement action if such settlement places commitments, obligations, or rights or otherwise prejudices Contractor's legal rights in any dispute, action or claim without the prior written consent of Contractor. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation, provided however should Contractor be excluded from reasonable participation, the indemnity provisions contained in the commercial license agreement will not apply, be a part of, or have any effect whatsoever on the contract. Nothing in the contract or any commercial license agreement shall be construed as a waiver of sovereign immunity.



**ESRI CONTENT LICENSE AGREEMENT
(Term and Evaluation Licenses)**

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

Agreement No. _____

This Esri Content License Agreement (hereinafter referred to as "Agreement") is between You (defined in Addendum 2 and hereinafter referred to as "**Licensee**"), and **Environmental Systems Research Institute, Inc.** (hereinafter referred to as "**Esri**"), a California corporation having its principal place of business at 380 New York Street, Redlands, California 92373-8100.

ARTICLE 1—DEFINITIONS

"Content" or "Training Materials" shall mean Esri-authored e-learning training Web Course(s) or Training Seminar(s), including all intellectual property, in a SCORM-compatible format supported by Esri.

"Evaluation License" shall mean a Term-limited (identified in Article 4) and usage-limited version of the Term License for Licensee's internal Learning Management System compatibility testing.

"Learning Management System" or "LMS" shall mean third-party software acquired separately by Licensee that allows Licensee to consume Content for the purpose of re-serving it to Licensee's internal employees.

"SCORM" shall mean Sharable Content Object Reference Model in formats supported by Esri including, but not limited to, SCORM version 1.2 and SCORM 2004, third edition.

"Term License" shall mean a license for use of Content limited for the Term identified in Article 4.

"Training Seminar(s)" shall mean an Esri-authored video presentation, which does not include an exam.

"Web Course(s)" shall mean self-paced e-learning training materials that contain a series of topics, concepts, and one (1) or more exercises.

ARTICLE 2—LICENSING AND CONTENT

Content Reservation of Ownership. Content is licensed and is not sold; therefore, this Agreement provides Licensee certain limited rights to use electronic Content in the SCORM format. Esri and its licensor(s) retain exclusive rights, title, and ownership of electronic Training Materials, software, data, and documentation licensed under this Agreement. Training Materials are protected by United States copyright laws and applicable international copyright treaties and/or conventions. All rights not specifically granted in this Agreement are reserved to Esri and its licensor(s).

Grant of License. For a Term License, Esri grants Licensee a personal, worldwide, nonexclusive, nontransferable license to install, display, use, print, provide access to, copy, reproduce, redistribute, and deploy Content into Licensee's LMS, for Licensee's own internal use only, in conducting internal training for Licensee's employees. For the duration of the Term License as provided in Article 4, and subject to the maximum number of Content licenses acquired, Licensee may allow any number of Licensee employees to access Content on Licensee's LMS for internal employee training only. For an Evaluation License, Esri hereby grants Licensee a *limited license* to use Content for testing on Licensee's LMS only. During the Term of the Evaluation License as provided in Article 4, Licensee shall only use Content for the sole purpose of conducting compatibility testing on Licensee's LMS. Such testing may include uploading of Content into Licensee's LMS and execution of Content materials, exercises, and exams within the Licensee's LMS. Licensee will access Content by either downloading from a CD-ROM/DVD provided or from a secure location on Esri's website.

Permitted Use and Restrictions. Content is intended solely for the use of training Licensee's employees and contractors. Licensee will not (i) alter, modify, transform, or adapt Content without Esri's prior, express written permission; (ii) prepare or develop derivative works of Content, or sell, resell, rent, lease, time-share, lend, sublicense, publicly perform, publicly display, publish, host, transmit, or broadcast Content; (iii) acquire, assert, or assign to any third party any copyright ownership or any other proprietary rights in or to Content; (iv) unbundle or independently use components of Content outside Licensee's LMS; (v) use, incorporate, modify, distribute, provide access to, combine, or integrate with any other work with an

open-source license in a manner that would subject all or part of Content to require (a) disclosure of source code form to third parties, (b) licenses to third parties for the purpose of making derivative works, or (c) redistribution to third parties at no charge; (vi) incorporate any portion of Content into a product or service that competes with Content; (vii) use Evaluation License for any purpose except compatibility testing; (viii) remove or obscure any copyright, trademark, and/or proprietary rights notices of Esri or its licensor(s); or (ix) take audio or video recordings of Content.

ARTICLE 3—DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

ESRI PROVIDES CONTENT TO LICENSEE "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT THAT CONTENT WILL MEET LICENSEE'S REQUIREMENTS, THAT LICENSEE'S OPERATION OF CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO; CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR CONTENT PURSUANT TO THIS AGREEMENT.

ARTICLE 4—TERM; RENEWAL PERIODS; TERMINATION

1. The license granted under this Agreement for a Term License shall be valid for one (1) year ("Term") beginning on the date Esri receives the applicable Term License fee or Content is provided, whichever occurs first.
2. The license granted under this Agreement for an Evaluation License shall be valid for one hundred twenty (120) calendar days beginning on the date Esri receives the applicable license fee or Content is provided, whichever occurs first. An Evaluation License may be extended by mutual written agreement of the parties.
3. Upon expiration of the license or termination of this Agreement, Licensee shall uninstall, remove, and destroy all Content, including any whole or partial copies, modifications, or merged portions in any form, and execute and deliver evidence of such deinstallation and destruction to Esri.

ARTICLE 5—TECHNICAL ASSISTANCE; UPDATES

1. Esri shall provide up to a total of eight (8) hours of remote telephone and/or email support to Licensee to assist Licensee in downloading Content inside Licensee's LMS (exercisable either under the initial Term or a renewal Term, until the total hours are expended). Subject to the eight (8) hours specified above, this technical assistance may include minor modifications to Content to facilitate use inside Licensee's LMS.
2. If a material modification is necessary or if Licensee replaces or upgrades Licensee's original LMS, Esri reserves the right to negotiate a separate work order at prevailing Esri rates.
3. For the Term License only, Esri will make available to Licensee any updates to Content, if Content is updated by Esri, at Esri's discretion, during the Term of the Agreement. The update cycle and delivery time frame will be determined by Esri.
4. Esri retains the right to remove courses previously provided in SCORM format from its active catalog of courses. When Esri removes courses from its catalog, Esri can require that Licensee remove those courses from its LMS. Esri will notify Licensee of course retirements, the expected actions Licensee should take with SCORM courses, and the required time frame within which removals should take place.
5. Esri does not guarantee that all Esri-provided courses in SCORM format will function optimally on Licensee's deployed system, including, but not limited to, Licensee's particular LMS, Internet browser versions, file size, or other technical infrastructure deployed at the Licensee site.

ARTICLE 6—LICENSEE RESPONSIBILITIES (Not applicable to Evaluation License)

1. Licensee shall be responsible for keeping track of student progress.
2. Licensee shall be responsible for providing student completion certificates, if necessary.
3. Licensee shall be responsible for providing direct support to Licensee's students for resolution of problems related to Content.

ARTICLE 7—GENERAL PROVISIONS

7.1 Export Control Regulations. Licensee expressly acknowledges and agrees that it shall not export, reexport, or provide Content in whole or in part, to (i) any country to which the United States has embargoed goods; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any US export control law or regulation.

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

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

7.4 Counterparts. This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

7.5 Successor and Assigns. Licensee shall not assign, sublicense, or transfer its rights or delegate its obligations under this Agreement without Esri's prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

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

7.7 Governing Law, Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a US Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613), in lieu of the Arbitration provisions of this clause.



This Esri Maintenance and Support Program document describes Esri's commitment to support a US customer's use of Esri's unmodified Qualifying Products by providing some or all of the following maintenance benefits: technical support, new version software, hot fixes, patches, software updates, beta programs, and/or Esri User Conference registration ("**Maintenance**"). Maintenance benefits may vary by product or program. For Maintenance details, contact Esri Customer Service or visit Esri's product qualification web page at <http://www.esri.com/software/maintenance/benefits>.

In addition to Maintenance, customers in the United States of America may purchase Premium Support Services (PSS), which enhance the benefits of Maintenance, including access to a designated Technical Account Manager (TAM), the ability for Premium LAC to convert a Case into a PSS Case at any time, priority Case management, and additional enhanced support and services. For Premium Support Services details, contact Esri or visit Esri's Premium Support web page at <http://support.esri.com/en/support/premium>.

Esri reserves the right to change the Esri Maintenance and Support Program at any time and, if reasonable under the circumstances, Esri will provide thirty (30) days' advance written notice of any material alterations. Any material alterations will become effective upon renewal.

ARTICLE 1—DEFINITIONS

The terms used are defined as follows:

- a. "**Authorized Caller(s)**" means the Customer-designated individual who may contact Esri to request standard technical support (e.g., to report technical issues or request product assistance).
- b. "**Case**" previously referred to as Incident, means the Esri record that contains technical notes and documentation of all related interactions between Customer and Esri Support Services for a given technical issue. Depending on how the request was initiated, Esri will provide phone, email, or chat confirmation of the Case creation. The Case will be given a unique identification number for reference and tracking.
- c. "**Customer**" means Licensee as defined in the License Agreement.
- d. "**Customer Number**" means a unique number created by Esri to identify each Customer office or site and that will be included on the invoice and/or packing list with any shipment.
- e. "**Hot Fix(es)**" means a single fix in one of the specific functional areas that is critical to Customer (e.g., Customer's production has stopped) Esri will send the Hot Fix to Customer as soon as Esri completes a technical feasibility assessment. With the Hot Fix, Esri will deliver documentation that will clearly identify the technical problems addressed and any limitations. Esri will conduct limited testing on Hot Fixes before providing them to Customer. Esri will incorporate Hot Fixes into subsequent service packs. Hot Fixes do not provide new functionality. Hot Fixes will only function with the associated Esri product type and release.
- f. "**Patch(es)**" means a single fix (see Hot Fix[es]) or a set of related fixes that are in a specific functional area of the Esri product and will apply to multiple Esri customers. Once a Patch is released, it will be incorporated into a subsequent service pack release. Esri conducts limited testing on Patches before providing them to customers. Patches do not provide new functionality. Patches will only function with the associated Esri product type and release.
- g. "**Premium LAC**" means up to two (2) individuals selected by Customer to report a PSS Case and work directly with the TAM.
- h. "**PSS Case(s)**" means a Case that is opened as or elevated to PSS via Customer request or technical support's elevation process.
- i. "**Qualifying Product(s)**" means Esri's unmodified Products or Products that were modified by Esri or under Esri's direction and are eligible for some or all of the Maintenance benefits licensed to Customer subject to the terms and conditions of the License Agreement signed by Esri and Customer.
- j. "**Software Updates**" means a collection of files that enhance or correct a Qualifying Product and that will be available for Customer to download during the Maintenance term.
- k. "**TAM**" means the Technical Account Manager who will be the primary point of contact for the coordination and escalation of PSS Cases.

ARTICLE 2—PAYMENT, EXPIRATION, RENEWAL, AND REINSTATEMENT

2.1 Payment. Esri will automatically provide Maintenance for the first twelve (12) consecutive months from the licensed date of Qualifying Products. Thereafter, Customer can purchase Maintenance and/or PSS in advance, on an annual basis with payment terms of net thirty (30) days, unless otherwise agreed to in another agreement between Customer and Esri. Customer may issue a purchase order for its initial PSS order at any time during a Maintenance term.

2.2 Term Expiration. Esri will send Customer a notice of expiration one hundred twenty (120) days before the term expires. Esri will issue a quote ninety (90) days before the expiration date ("Renewal Quote"). The Renewal Quote will be sent via email or fax and provide Customer with a breakdown of the Products licensed and PSS due to expire and the associated fees to renew. If Esri does not receive a purchase order or payment prior to the expiration date, Esri will notify Customer that the term has expired. Esri will continue to provide standard technical support for an additional thirty (30) days, but Customer will no longer receive Software Updates released after the Maintenance term's expiration, or have access to PSS. If Customer does not reinstate Maintenance within thirty (30) days after the expiration date, Customer will no longer receive technical support. All other Maintenance benefits and Premium Support Services will end with the expiration of the Maintenance term.

2.3 Prorating Renewal Terms. If Customer has acquired multiple Qualifying Products throughout the course of a year, Esri will provide a single Renewal Quote with prorated fees and a common renewal term for all Qualifying Products and PSS (if applicable). The common renewal term will start on the earliest of the Qualifying Products' renewal dates.

2.4 Reinstatement Fee for Past Due Renewals. Esri will reinstate Maintenance and PSS (if applicable) if Customer sends a purchase order or payment within thirty (30) days of the expiration date. If Customer does not renew Maintenance or PSS (either as a stand-alone order or through the Esri Enterprise Advantage Program) within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Customer would have paid since the expiration date. Renewal Maintenance and PSS will be reinstated at the then-current pricing.

ARTICLE 3—ESRI USER CONFERENCE REGISTRATION

During the Maintenance term, Customer may be eligible for complimentary registrations to attend the Esri User Conference. Unless otherwise agreed to in writing by Esri and Customer, Customer's eligibility will be dependent on the license type(s) and quantity of Qualifying Products. Customer may purchase additional registrations. Customer must submit a registration form for each individual attending the conference. Esri User Conference registrations are assigned in the order received and are nontransferable.

ARTICLE 4—STANDARD TECHNICAL SUPPORT

4.1 Scope of Standard Technical Support. During the Maintenance term, Qualifying Products will receive the level of technical support corresponding to the respective life cycle phase. Information on the Qualifying Product life cycle phase and the ArcGIS Product Life Cycle Support Policy can be found at <http://support.esri.com/en/content/productlifecycles>. Esri does not provide technical support for (a) sample applications; (b) patches received outside of a life cycle; or (c) hardware, graphics cards, monitors, plotters, graphics printers, digitizers, modems, or similar peripherals that are not provided by Esri. However, Esri does answer questions about how to interface Esri products with supported devices.

4.2 Authorized Callers. Customer may designate a limited number of Authorized Callers per Qualifying Product. Customer may replace Authorized Callers at any time by notifying Esri Support Services or through the My Esri site. If Customer has an enterprise agreement or site license agreement with Esri, Authorized Callers will be identified by name in the corresponding agreement.

4.3 Telephone, Chat, and Web Form. If Customer needs help with a technical issue, Authorized Caller may contact Esri by phone, chat, or web form.

- a. *By Telephone.* Each technical support request will be logged as a Case. After a Case is logged, the caller will be connected to a technical specialist who will be dedicated to work on the technical issue. If a technical specialist is unavailable, the Case will be placed in a dispatch queue for the next available technical specialist.
- b. *By Chat.* To initiate a chat consultation, click the Chat with an Analyst button at <http://support.esri.com/en/webform-chat>. Chat-based requests can only be made during Esri Support Services operating hours, listed in Article 7 below.

Each technical support request will be logged as a Case. After a Case is logged, Authorized Caller will be connected to a technical specialist. If a technical specialist is unavailable, Authorized Caller can opt to receive an email notification when the next technical specialist is available.

- c. *By Web Form.* Authorized Caller may request technical support by completing an online web form available at <http://support.esri.com/en/webform>. Requests made through this channel are received twenty-four (24) hours a day, seven (7) days a week, but are logged and assigned to a technical specialist the next business day. Esri will respond on a first come, first served basis. All Cases reported by web form are given the same priority and level of attention as those reported by telephone.

4.4 Esri Online Support Center and My Esri. Esri has created a self-help support website center for Authorized Caller to submit technical issues; chat with technical specialists; track technical support Cases through the Esri customer care portal; and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The Esri Support website can be found at <http://support.esri.com>. My Esri can be found at <https://my.esri.com>.

4.5 Technical Support Case Reporting/Logging. For most Qualifying Products, Authorized Caller may contact Esri as many times as needed. All requests for technical support must contain detailed information about the technical issue. Authorized Caller must be prepared to provide as much of the following information as possible:

- The Esri Customer Number
- The phone number and email address where Authorized Caller can be reached
- The version of the software and operating system in use
- The database in use, if applicable
- The Esri Global ID
- A description of what Customer was doing when the problem occurred
- The exact wording of any error messages that appear on the screen
- Any steps taken to resolve the problem

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

Severity	Criteria	Response Time	Status Updates
Critical	<ul style="list-style-type: none"> ▪ Causes a severe impact to business operations (e.g., critical business processes are disabled) ▪ No workaround available 	Six (6) business hours	Esri will provide status every business day until closure of the Case.
High	<ul style="list-style-type: none"> ▪ Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data) ▪ No stable workaround available 	Eight (8) business hours	Esri will provide status every business day until closure of the Case.
Medium	<ul style="list-style-type: none"> ▪ Causes a minor impact to business operations 	Two (2) business days	Esri will provide status every three (3) business days until closure of the Case.
Routine	<ul style="list-style-type: none"> ▪ Causes little or no impact to business operations 	Two (2) business days	Esri will provide status every five (5) business days until closure of the Case.

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

ARTICLE 5—PREMIUM SUPPORT SERVICES (US CUSTOMERS ONLY)

If Customer pays for and utilizes Premium Support Services, Customer will receive (i) access to a designated TAM, (ii) the ability for Premium LAC to convert a Case into a PSS Case at any time, (iii) priority Case management, and (iv) additional enhanced support and services.

5.1 Technical Account Manager. Esri will assign a TAM to Customer to work directly with Premium LAC to oversee open Cases.

- a. TAM will (i) become familiar with Customer's geographic information system (GIS) software architecture and infrastructure; (ii) verify that all open PSS Cases are prioritized above Cases opened under Maintenance; (iii) work closely with Premium LAC and Esri senior support analyst toward the resolution of all open PSS Cases; (iv) provide Premium LAC with a daily status update on all PSS Cases or as agreed to by TAM and Customer; and (v) make reasonable efforts to be available from 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except on Esri holidays.
- b. Esri may replace TAM with another TAM of similar skill and background, by written notice to Customer.
- c. All communications will be conducted in the English language unless by written agreement of both parties.

5.2 Priority Case Management. Priority Case management will include the following protocol:

- a. Cases reported by Premium LAC and converted to a PSS Case will be given priority handling after the initial Case is created and documented (excluding chat Cases); and
- b. The Customer advocacy group within Esri support services, created to improve Esri's ability to understand and respond to technical issues, will give priority to Qualifying Product defects affecting Customer.

5.3 PSS Response Time. In addition to the response times outlined in Article 4.6, Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new PSS Case, regardless of its severity level. Esri will provide a status report every business day until closure of the PSS Case.

ARTICLE 6—CONFIDENTIALITY

All data, conversations, and Cases are confidential in nature. Esri will treat all Cases (including PSS Cases) as confidential, using the same degree of care, but no less than reasonable care, as Esri uses to protect its own confidential information. Within ninety (90) days of closing a Case, Esri will delete or destroy all information provided within a Case, unless otherwise requested by Licensee, in writing, to delete specific datasets more than ninety (90) days closing a Case. This obligation to delete or destroy excludes information retained in backup media or other archival records maintained in the ordinary course of business that are not readily accessible by Esri personnel, or information retained for future review by Esri's development team.

ARTICLE 7—CONTACTING ESRI

Esri Support Services

Web: <http://support.esri.com/>

Tel.: 909-793-3774

Toll-Free Phone: 888-377-4575, extension 2

Support Web Form: <http://support.esri.com/en/webform>

Email: support@esri.com

Chat: <http://support.esri.com/en/webform-chat>

Esri Corporate Offices

Tel.: 909-793-2853

Fax: 909-793-5953

Email: info@esri.com

Esri Customer Service

Tel.: 888-377-4575, extension 5

Email: service@esri.com

Web: <http://service.esri.com>

Operating Hours: 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except Esri holidays