

**ESRI**

Environmental Systems Research Institute, Inc., 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2453 • FAX 909-793-8953

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INFO TECHNOLOGY SERV

PROJECT # 35644
AMENDMENT NO. 2
TO
MASTER PURCHASE AGREEMENT NO. 2003MPA6052 (MPA)
BETWEEN
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. ("ESRI")
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
THE AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This Amendment No. 2 changes the MPA as follows:

1. Delete Section 6, Complimentary User Conference Registration for Standard Maintenance, on page 2 of the existing ESRI MPA Price List and replace with the following:

Complimentary User Conference Registration for Standard Maintenance.

Standard Maintenance Program	No. of Complimentary Registrations
Primary Maintenance for ArcInfo Concurrent Use License	1
Primary Maintenance for ArcInfo Workstation License	1
Maintenance for ArcIMS License (limited to 1 per qualifying customer number)	1
Maintenance for First Higher Education ArcGIS LAB KIT License	1
Primary Maintenance for Maplex	1
ArcView 3.2 or 3.3 Maintenance--per 25 License	1
Maintenance for ArcGIS ArcView Single Use--per 25 License	1
Maintenance for ArcGIS ArcView Concurrent Use--per 15 License	1
Maintenance for ArcEditor--per 10 License	1
Maintenance for ArcGIS Server Workgroup per License	1
Maintenance for ArcGIS Server Enterprise per socket pair License	1

2. Delete pages three (3) through sixteen (16) in the existing ESRI MPA Price List and replace with the attached Price Catalog to incorporate additional product offerings.
3. Delete Exhibit 1, Scope of Use in its entirety, and replace with a revised Exhibit 1, Scope of Use to incorporate additional software offerings.

Except as modified by this Amendment No. 2, the Agreement and Amendment No. 1 remain unchanged and in full force and effect. The parties hereto have executed this Amendment No. 2 to be effective, valid, and binding as of the date below as executed by their duly authorized representatives.

ACCEPTED AND AGREED:

MISSISSIPPI DEPARTMENT OF INFORMATION
TECHNOLOGY SERVICES
(Licensee)

Signature: David L. Litchlitter

Printed Name: David L. Litchlitter

Title: Executive Director

Date: 4-3-07

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

Signature: Sharon Bealer

Printed Name: Laura Dangermond **DONALD J. BERRY, Jr.**
Director of Operations

Title: Vice President

Date: MAR 29 2007

Sharon Bealer
Director, Contracts and Legal Services



**EXHIBIT 1
SCOPE OF USE
(E300 1/07)**

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

The scope of use for each ESRI Software identified below is described in the applicable footnotes listed in parentheses.

Desktop GIS

- ArcReader (1 and 20)
- ArcView (either 1, 2, or 6 and 17)
- ArcEditor (either 1 or 2, 17, and 26)
- ArcInfo (2, 17, and 26)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

Server GIS

- ArcGIS Server and Extensions
 - Workgroup (either 3, 5, or 6 and 7, 8, 9, 28, 29, 30, 32, 38, 39, and 40)
 - Enterprise (3, 4, 5, or 6 and 7, 8, 9, 27, 31, 38, 39, and 40)
 - ArcGIS For AutoCAD (1 and 20)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, 5, or 6 and 7, 8, 10, and 31)
 - ArcIMS ArcMap Server (either 3, 4, 5, or 6 and 31)
- Tracking Server (5 and 31)
- ArcGIS Image Server and Extensions (either 4 or 5 and 7, 8, 31, 41, and 42)
- RouteMap IMS (either 3, 4, or 5 and 8, 15, and 31)

Mobile GIS

- ArcPad (1, 12, and 13)
- ArcPad Application Builder (1)
- ArcGIS Mobile ADF Application Deployments (1, 15, and 16)

Developer GIS

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 33, 34, 35, and 36)
- ArcGIS Engine Runtime (1, 15, and 22)
 - Extensions (7)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)

- NetEngine (1, 5, and 15)
- NetEngine Internet (5)

GIS Viewers

- ArcExplorer—Java and Windows Editions (1 and 20)
- ArcGIS Explorer (1 and 20)

Business GIS

- ArcGIS Business Analyst (either 1 or 2)
- ArcView Business Analyst (1)
- ArcLogistics Route (either 1 or 2 and 11)
- BusinessMAP (1)

Cartographic Production

- Maplex (1)
- Military Overlay Editor (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Job Tracking for ArcGIS (JTX) (either 1 or 2)

Web Services

- ArcGIS Services (6, 25, 33, 34, and 35)
- ArcWeb Services (6, 16, 25, and 36)

Data

- ESRI Map Data (either 1 or 5 and 23 and 37)
- Demographic Data (either 1 or 5)
 - CommunityInfo
 - Retail Marketplace
 - Consumer Expenditure
- Community Tapestry Data
 - For Appending to Customer Records (6 and 21)
 - For Area Profiles (either 1 or 2 and 21)
- Community Coder (6 and 21)
- *Sourcebook America* (1)
- Portfolio Product Suite (1)
- Globe in a Box (4, 5, and 23)

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8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.
9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.
10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS Java Archive (JAR) files without a license for the MapObjects—Java Edition Developer Kit.
11. ESRI and its licensor(s) grant Licensee a nonexclusive, nontransferable, limited license to use, copy, and prepare derivative works by
 - a. Translating "alroute.mld" (hereinafter "Dictionary") from the original text in the English language; and
 - b. Editing Tele Atlas (TA) Data included within ArcLogistics Route.

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- a. The derivative works are for Licensee's business operations use only;
- b. ESRI and its licensor(s) retain all exclusive right, title, and interest in and to benefits from the derivative works, except Data owned by Licensee or others; and
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12. ArcPad SOFTWARE IS NOT LICENSED FOR NAVIGATIONAL USE.
13. "Dual Use License" means the Software may be installed on a desktop computer and may be used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer so long as the Software is only used by a single individual at any one (1) time.
14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
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18. The Deployment license is per application per computer.
19. The MapObjects—Java Edition contains Java Archive files, which indicate they are authentic ESRI-certificated files when used over the Internet. Licensee shall not use ESRI certification or reference ESRI as a source of trusted content in any modified MapObjects Java Archive files. Licensee may deploy the unmodified Java class ESRI certified libraries as an integral part of the Licensee's application(s).
20. Licensee may reproduce and deploy the Software provided all of the following occur: (a) The Software is reproduced and deployed in its entirety; (b) An agreement accompanies each copy of the Software that protects the Software to the same extent as the ESRI License Agreement, and the recipient agrees to be bound by the terms and conditions of the 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. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Community Tapestry market segmentation system.

22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and Server development and deployment. (b) An end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer. (c) The ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/>, in the Help system, or in supporting metadata files.
24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN Software and Data may be installed on multiple computers for use by any named EDN developer.
25. Use of any third-party owned data that is included in ArcGIS Services or ArcWeb Services shall be subject to the Use of Data Restrictions found at <http://www.esri.com/legal/>, which may be modified by ESRI from time to time. If a modification is unacceptable to Licensee, Licensee may cancel the subscription upon written notice to ESRI. If Licensee continues to use the Web Services, Licensee will be deemed to have accepted the modification.
26. ArcSDE Personal is restricted to four (4) gigabytes of data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
28. Limited to ten (10) concurrent end users of non ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Products, ArcGIS Engine Products, and third party applications that connect directly to any ArcGIS Server geodatabase.
29. Can only be used with SQL Server 2005 Express.
30. Restricted to a maximum total of four (4) gigabytes of data.
31. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other redundant site is operational.
32. No redundant Software installation is permitted.
33. ArcGIS Services may only be utilized in conjunction with ArcGIS Desktop Software and ArcGIS Explorer Software.
34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share client-side data cache derived from ArcGIS Services with other licensed end users or third parties.
36. Licensee may not download or store resulting data or information except for results derived from using ArcWeb Services Address Manager.
37. Data provided with StreetMap may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or calculating an alternate route if a turn is missed.
38. ArcGIS Server 3 D extension included with ArcGIS Server (Workgroup or Enterprise) Standard and Advanced may only be used for generating globe data cache(s), or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D Extension Software is permitted with ArcGIS Server Standard. ArcGIS Server 3D Extension can be used with ArcGIS Server Advanced if the additional license fees for the 3D extension have been paid.
39. Any editing functionality included with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) are permitted for use only with ArcGIS Server Advanced.
41. ArcGIS Image Server Seamline and Orthorectification extensions, included with ArcGIS Image Server, can only be used with ArcGIS Image Server if the additional license fees for the extensions have been paid.
42. ArcGIS Image Server License includes the right to one desktop deployment of the ArcGIS Image Server Service Editor for every two socket ArcGIS Image Server License. This includes the right to use the ArcGIS Image Server Seamline and Orthorectification extensions (if also licensed for ArcGIS Image Server) with the desktop deployment of Service Editor. Additional Service Editor desktop deployments can be licensed for an additional fee. The Seamline and Orthorectification extension must also be licensed separately for an additional fee for each additional Service Editor desktop deployment.

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**EXHIBIT 1
SCOPE OF USE
(E300 1/07)**

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

**State of Mississippi Master Purchase Agreement - Price Catalog
Mississippi EPL #3506-D
ESRI Contract No. 2003MPA6052
February 1, 2007**

	License Price	Shipping & Handling Not to Exceed (Call for Quote)	Annual Maintenance	
			Primary (1st, 11th, 21st...)	Secondary (2-10, 12-20...)
1.0 ArcGIS and Desktop Software				
ArcInfo, ArcEditor, and ArcView				
ArcInfo Concurrent Use	\$7,100	\$40	\$3,000	\$1,200
ArcEditor Concurrent Use	\$5,600	\$40	\$1,500	\$1,200
ArcEditor Single Use	\$5,600	\$40	\$1,500	\$1,200
ArcView Concurrent Use	\$2,800	\$20	\$700	\$500
ArcView Single Use	\$1,080	\$20	\$400	\$300
Extensions Concurrent and Single Use				
3D Analyst	\$2,000	\$20	\$500	\$200
Spatial Analyst	\$2,000	\$20	\$500	\$200
Geostatistical Analyst	\$2,000	\$20	\$500	\$200
Tracking Analyst	\$2,000	\$20	\$500	\$200
Network Analyst	\$2,000	\$20	\$500	\$200
Survey Analyst	\$2,000	\$20	\$500	\$200
Maplex	\$2,000	\$20	\$500	\$200
ArcScan	\$2,000	\$20	\$500	\$200
Publisher	\$2,000	\$20	\$500	\$200
Data Interoperability	\$2,000	\$20	\$500	\$200
Job Tracking	\$2,000	\$20	\$500	\$200
Schematics	\$2,800	\$20	\$700	\$350
ArcEditor Single Use Maintenance - Core Plus Extensions			\$2,100	\$1,600
ArcView Single Use Maintenance - Core plus Extensions			\$1,000	\$900
Maintenance Activation (ArcView Single Use Only)				
ArcView 8.x or 9.0 Core only			\$600	\$400
ArcView 8.x or 9.0 Core plus Extensions			\$1,500	\$1,300
ArcGIS Upgrades				
ArcView Single Use to Concurrent Use	\$1,200	\$20	N/A	N/A
ArcView Single Use to ArcEditor	\$4,400	\$20	N/A	N/A
ArcView Concurrent Use to ArcEditor	\$2,800	\$20	N/A	N/A
ArcView Single Use to ArcInfo	\$5,900	\$20	N/A	N/A
ArcView Concurrent Use to ArcInfo	\$4,300	\$20	N/A	N/A
ArcEditor to ArcInfo	\$1,500	\$20	N/A	N/A

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	License Price	Shipping & Handling Not to Exceed (Call for Quote)	Annual Maintenance	
			Primary (1st, 11th, 21st...)	Secondary (2-10, 12-20...)
PLTS for ArcGIS				
PLTS Foundation	\$4,275	\$20	\$1,250	N/A
Mapping Agency Solution	\$8,500	\$20	\$2,500	N/A
Nautical Solution	\$8,500	\$20	\$2,500	N/A
Defense Solution	\$8,500	\$20	\$2,500	N/A
Aeronautical Solution	\$8,500	\$20	\$2,500	N/A
GIS Data ReViewer	\$2,125	\$20	\$625	N/A
Map Production System Atlas	\$2,125	\$20	\$625	N/A
ArcInfo Workstation and Extensions				
ArcInfo	\$7,100		\$2,310	\$1,200
ArcCOGO	\$2,000		\$500	\$200
ArcView 3.x				
ArcView 3.x - Windows	\$890	\$20	\$400	\$300
ArcView 3.x - Macintosh 3.0	\$956	\$20	\$400	\$300
ArcView 3.x - UNIX (Quantity 1-5 each)	\$1,756	\$20	\$700	\$500
ArcView 3.x - UNIX (Quantity 6-25 each)	\$1,581	\$20	\$700	\$500
ArcView 3.x - UNIX (Quantity 26+ each)	\$1,405	\$20	\$700	\$500
ArcView 3.x Extensions - Windows				
Network Analyst (Quantity 1-5 each)	\$1,346	\$20	bundled with core software - see below*	
Network Analyst (Quantity 6-25 each)	\$1,271	\$20	bundled with core software - see below*	
Network Analyst (Quantity 26+ each)	\$1,121	\$20	bundled with core software - see below*	
Tracking Analyst (Quantity 1-5 each)	\$1,346	\$20	bundled with core software - see below*	
Tracking Analyst (Quantity 6-25 each)	\$1,271	\$20	bundled with core software - see below*	
Tracking Analyst (Quantity 26+ each)	\$1,121	\$20	bundled with core software - see below*	
Spatial Analyst (Quantity 1-5 each)	\$2,246	\$20	bundled with core software - see below*	
Spatial Analyst (Quantity 6-25 each)	\$2,121	\$20	bundled with core software - see below*	
Spatial Analyst (Quantity 26+ each)	\$1,671	\$20	bundled with core software - see below*	
3D Analyst (Quantity 1-5 each)	\$2,246	\$20	bundled with core software - see below*	
3D Analyst (Quantity 6-25 each)	\$2,121	\$20	bundled with core software - see below*	
3D Analyst (Quantity 26+ each)	\$1,671	\$20	bundled with core software - see below*	
*Maintenance - ArcView 3.x Core plus Extensions			\$1,000	\$900
Maintenance Activation ArcView 3.x - Windows				
ArcView 3.2 - Core Only			\$600	\$400
ArcView 3.2 - Core plus Extensions			\$1,500	\$1,300
ArcView 3.3 - Core Only			\$600	\$400
ArcView 3.3 - Core plus Extensions			\$1,500	\$1,300

	License Price	Shipping & Handling Not to Exceed (Call for Quote)	Annual Maintenance	
			Primary (1st, 11th, 21st...)	Secondary (2-10, 12-20...)
ArcView 3.x Extensions - UNIX				
Network Analyst (Quantity 1-5 each)	\$2,246	\$20	\$500	\$200
Network Analyst (Quantity 6-25 each)	\$2,121	\$20	\$500	\$200
Network Analyst (Quantity 26+ each)	\$1,871	\$20	\$500	\$200
Tracking Analyst (Quantity 1-5 each)	\$2,246	\$20	\$500	\$200
Tracking Analyst (Quantity 6-25 each)	\$2,121	\$20	\$500	\$200
Tracking Analyst (Quantity 26+ each)	\$1,871	\$20	\$500	\$200
Spatial Analyst (Quantity 1-5 each)	\$2,246	\$20	\$500	\$200
Spatial Analyst (Quantity 6-25 each)	\$2,121	\$20	\$500	\$200
Spatial Analyst (Quantity 26+ each)	\$1,871	\$20	\$500	\$200
3D Analyst (Quantity 1-5 each)	\$2,246	\$20	\$500	\$200
3D Analyst (Quantity 6-25 each)	\$2,121	\$20	\$500	\$200
3D Analyst (Quantity 26+ each)	\$1,871	\$20	\$500	\$200
Maintenance Activation ArcView 3.x - UNIX				
ArcView 3.2				
Extensions each			\$1,050	\$750
			\$750	\$300
2.0 Server and Developer Software				
ArcGIS Engine				
ArcGIS Engine Developer Kit	\$4,000	\$20	\$3,000	N/A
Additional ArcGIS Engine Developer Kits	\$2,400	\$20	(optional) \$3,000	(optional) \$1,500
ArcGIS Engine Runtime Volume Discounts				
Standard Engine Runtime (1-24 each)	\$400	\$0	\$100	N/A
Standard Engine Runtime (25-49 each)	\$320	\$0	\$100	N/A
Standard Engine Runtime (50+ each)	\$240	\$0	\$100	N/A
ArcGIS Engine Runtime Extensions Volume Discounts				
3D Extension (1-24 each)	\$800	\$0	bundled with core runtime - see below**	
3D Extension (25-49 each)	\$640	\$0	bundled with core runtime - see below**	
3D Extension (50+ each)	\$480	\$0	bundled with core runtime - see below**	
Spatial Extension (1-24 each)	\$800	\$0	bundled with core runtime - see below**	
Spatial Extension (25-49 each)	\$640	\$0	bundled with core runtime - see below**	
Spatial Extension (50+ each)	\$480	\$0	bundled with core runtime - see below**	
Enterprise GDB Update Extension (1-24 each)	\$800	\$0	bundled with core runtime - see below**	
Enterprise GDB Update Extension (25-49 each)	\$640	\$0	bundled with core runtime - see below**	
Enterprise GDB Update Extension (50+ each)	\$480	\$0	bundled with core runtime - see below**	
Network Extension (1-24 each)	\$800	\$0	bundled with core runtime - see below**	
Network Extension (25-49 each)	\$640	\$0	bundled with core runtime - see below**	
Network Extension (50+ each)	\$480	\$0	bundled with core runtime - see below**	
**Maintenance ArcGIS Runtime with One or More Extensions			\$400	N/A

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	License Price	Shipping & Handling Not to Exceed (Call for Quote)	Annual Maintenance	
			Primary (1st, 11th, 21st...)	Secondary (2-10, 12-20...)
ArcGIS Server				
ArcGIS Server - Deployment License				
ArcGIS Server - Enterprise Edition - Advanced				
Up to 2 Sockets - max 2 cores per socket	\$33,000	\$20	\$10,000	N/A
Additional Sockets (max 2 cores per socket)	\$16,500	\$0	\$5,000	N/A
Up to 2 Sockets - 4 cores per socket	\$66,000	\$20	\$20,000	N/A
Additional Sockets (4 cores per socket)	\$33,000	\$0	\$10,000	N/A
ArcGIS Server - Enterprise Edition - Standard				
Up to 2 Sockets - max 2 cores per socket	\$17,000	\$20	\$5,000	N/A
Additional Sockets (max 2 cores per socket)	\$8,500	\$0	\$2,500	N/A
Up to 2 Sockets - 4 cores per socket	\$33,000	\$20	\$10,000	N/A
Additional Sockets (4 cores per socket)	\$17,000	\$0	\$5,000	N/A
ArcGIS Server - Enterprise Edition - Basic				
Up to 2 Sockets - max 2 cores per socket	\$8,200	\$20	\$3,000	N/A
Additional Sockets (max 2 cores per socket)	\$4,100	\$0	\$1,500	N/A
Up to 2 Sockets - 4 cores per socket	\$17,000	\$20	\$6,000	N/A
Additional Sockets (4 cores per socket)	\$8,500	\$0	\$3,000	N/A
ArcGIS Server - Workgroup Edition - Advanced				
Single Socket - max 2 cores per socket	\$17,000	\$20	\$5,000	N/A
ArcGIS Server - Workgroup Edition - Standard				
Single Socket - max 2 cores per socket	\$8,200	\$20	\$2,500	N/A
ArcGIS Server - Workgroup Edition - Basic				
Single Socket - max 2 cores per socket	\$4,100	\$20	\$1,250	N/A
ArcGIS Server Extensions - per Extension				
Data Interoperability, Network, 3D and Spatial Analyst				
Enterprise Edition				
Up to 2 Sockets - max 2 cores per socket	\$8,200	\$20	\$2,500	N/A
Additional Sockets (max 2 cores per socket)	\$4,100	\$0	\$1,250	N/A
Up to 2 Sockets - 4 cores per socket	\$17,000	\$20	\$5,000	N/A
Additional Sockets (4 cores per socket)	\$8,500	\$0	\$2,500	N/A
Workgroup Edition				
Single Socket - max 2 cores per socket	\$4,100	\$20	\$1,250	N/A
ArcGIS Server - Staging License				
ArcGIS Server - Enterprise Edition - Advanced				
Up to 2 Sockets - max 2 cores per socket	\$16,500	\$0	\$5,000	N/A
Additional Sockets (max 2 cores per socket)	\$8,250	\$0	\$2,500	N/A
Up to 2 Sockets - 4 cores per socket	\$33,000	\$0	\$10,000	N/A
Additional Sockets (4 cores per socket)	\$16,500	\$0	\$5,000	N/A

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	License Price	Shipping & Handling Not to Exceed (Call for Quote)	Annual Maintenance	
			Primary (1st, 11th, 21st...)	Secondary (2-10, 12-20...)
ArcGIS Server - Enterprise Edition - Standard				
Up to 2 Sockets - max 2 cores per socket	\$8,500	\$0	\$2,500	N/A
Additional Sockets (max 2 cores per socket)	\$4,250	\$0	\$1,250	N/A
Up to 2 Sockets - 4 cores per socket	\$16,500	\$0	\$5,000	N/A
Additional Sockets (4 cores per socket)	\$8,500	\$0	\$1,250	N/A
ArcGIS Server - Enterprise Edition - Basic				
Up to 2 Sockets - max 2 cores per socket	\$4,100	\$0	\$1,500	N/A
Additional Sockets (max 2 cores per socket)	\$2,050	\$0	\$750	N/A
Up to 2 Sockets - 4 cores per socket	\$8,500	\$0	\$3,000	N/A
Additional Sockets (4 cores per socket)	\$4,250	\$0	\$1,500	N/A
ArcGIS Server Extensions - per Extension				
Data Interoperability, Network, 3D and Spatial Analyst				
Enterprise Edition				
Up to 2 Sockets - max 2 cores per socket	\$4,100	\$0	\$1,250	N/A
Additional Sockets (max 2 cores per socket)	\$2,050	\$0	\$625	N/A
Up to 2 Sockets - 4 cores per socket	\$8,500	\$0	\$2,500	N/A
Additional Sockets (4 cores per socket)	\$4,250	\$0	\$1,250	N/A
ArcIMS				
ArcIMS - Deployment License				
ArcIMS Server/CPU (1 server up to 2 CPUs)	\$8,000	\$20	\$2,000	N/A
Additional CPUs (each)	\$4,000	\$0	\$1,000	N/A
Single Use Developer License	\$1,000	\$20	\$200	N/A
ArcIMS Small Local Gov't Server/CPU (1 server up to 2 CPUs)	\$5,000	\$20	\$1,500	N/A
Upgrade Small Local Gov't to Regular	\$3,000	\$0		
ArcIMS - Staging License				
ArcIMS Server/CPU (1 server up to 2 CPUs)	\$4,000	\$20	\$1,000	N/A
Additional CPUs (each)	\$2,000	\$0	\$500	N/A
ArcIMS Data Delivery Extension - Deployment License				
ArcIMS Data Delivery Extension (1 Server up to 2 CPUs)	\$4,000	\$20	\$1,000	N/A
Additional CPUs (each)	\$2,000	\$0	\$600	N/A
ArcIMS Data Delivery Extension - Staging License				
ArcIMS Data Delivery Extension (1 Server up to 2 CPUs)	\$2,000	\$20	\$500	N/A
Additional CPUs (each)	\$1,000	\$0	\$300	N/A
ArcIMS Route Server (Software Only) - Deployment License				
ArcIMS Route Server (1 Server up to 2 CPUs)	\$2,400	\$20	\$600	N/A
Additional CPUs (each)	\$1,200	\$0	\$300	N/A
ArcIMS Route Server (Software Only) - Staging License				
ArcIMS Route Server (1 Server up to 2 CPUs)	\$1,200	\$20	\$300	N/A
Additional CPUs (each)	\$600	\$0	\$150	N/A

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	License Price	Shipping & Handling Not to Exceed (Call for Quote)	Annual Maintenance Primary (1st, 11th, 21st...)	Secondary (2-10, 12-20...)
ArcIMS Route Server - Data Options				
Data Pack - Tele Atlas North America (USA & Canada) Data License for up to 5,000,000 Transactions, INTERNET USE	\$10,000	\$20	no updates	N/A
Data Pack - Tele Atlas North America (USA & Canada) Data License for up to 20,000,000 Transactions, INTERNET USE	\$25,000	\$20	semi-annual update when available	N/A
Data Pack - Tele Atlas North America (USA & Canada) Data License for up to 60,000,000 Transactions, INTERNET USE	\$75,000	\$20	quarterly updates when available	N/A
Data Pack - NAVTEQ North America (USA & Canada) Data License for one Server and 2 CPUs	\$18,000	\$20	\$3,600	N/A
Data Pack - NAVTEQ North America (USA & Canada) Data Additional CPU License	\$3,000	\$0	\$600	N/A
ESRI Developer Network (Annual Subscription License)	\$1,500	\$40	DSG Support - \$2,000	
Image Server				
Image Server - Deployment License				
Image Server/CPU (1 server up to 2 CPUs)	\$8,000	\$20	\$2,500	N/A
Additional CPUs (each)	\$4,000	\$0	\$1,250	N/A
Image Server Orthorectification Extension (Up to two CPUs)	\$4,000	\$0	\$1,250	N/A
Additional CPUs (each)	\$2,000	\$0	\$625	N/A
Image Server Seamline Extension (Up to two CPUs)	\$4,000	\$0	\$1,250	N/A
Additional CPUs (each)	\$2,000	\$0	\$625	N/A
Image Server - Staging License				
Image Server/CPU (1 server up to 2 CPUs)	\$4,000	\$20	\$1,250	N/A
Additional CPUs (each)	\$2,000	\$0	\$625	N/A
Image Server Orthorectification Extension (Up to two CPUs)	\$2,000	\$0	\$625	N/A
Additional CPUs (each)	\$1,000	\$0	\$300	N/A
Image Server Seamline Extension (Up to two CPUs)	\$2,000	\$0	\$625	N/A
Additional CPUs (each)	\$1,000	\$0	\$300	N/A
Tracking Server				
Tracking Server - Deployment License				
Tracking Server/CPU (1 server up to 2 CPUs)	\$10,000	\$20	\$2,000	N/A
Additional CPUs (each)	\$5,000	\$0	\$1,000	N/A
Tracking Server - Staging License				
Tracking Server/CPU (1 server up to 2 CPUs)	\$5,000	\$20	\$1,000	N/A
Additional CPUs (each)	\$2,500	\$0	\$500	N/A

	License Price	Shipping & Handling Not to Exceed (Call for Quote)	Annual Maintenance Primary (1st, 11th, 21st...)	Secondary (2-10, 12-20...)
MapObjects				
MapObjects-Windows Edition Stand-Alone Developer Kit (includes MapObjects-Windows Edition and 50 Stand-Alone Deployments)	\$4,000	\$20	\$1,000	N/A
MapObjects-Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to 2 CPU's)	\$9,600	\$20	\$2,400	N/A
Additional MapObjects-Windows Edition Developer License	\$800	\$0	\$200	N/A
Annual Renewal of MapObjects Internet Deployment License (old program)	\$1,000	\$0	N/A	N/A
MapObjects-Windows Limited Deployment Site License Kit	\$16,000	\$20	\$3,000	N/A
25-Pak Additional MapObjects-Windows Edition Stand-Alone Deployments	\$2,000	\$20		
MapObjects LT	\$350		N/A	N/A
MapObjects-Java Edition Stand-Alone Developer Kit (includes MapObjects-Java Edition and 50 Stand-Alone Deployments)	\$4,000	\$20	\$1,000	N/A
MapObjects-Java Edition Internet Developer Kit (includes two MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPU's)	\$6,000	\$20	\$1,500	N/A
Additional MapObjects-Java Edition Developer License	\$800	\$0	\$200	N/A
Additional MapObjects-Java Edition Server Deployment License for one Server with up to two CPU's	\$4,000	\$0	\$1,000	N/A
Additional MapObjects-Java Edition CPU Deployment License	\$3,000	\$20	\$750	N/A
25-Pak Additional MapObjects-Windows Edition Stand-Alone Deployments	\$2,000	\$20	N/A	N/A
NetEngine				
NetEngine Standard Developer Kit (including 1 Developer and 10 Deployment Licenses)	\$10,000	\$20	\$2,000	N/A
NetEngine Internet Developer Kit (including 2 Developer Licenses and 1 Deployment License for 1 Server with up to 2 CPU's)	\$6,000	\$20	\$2,000	N/A
Additional Server/CPU Deployment License (up to 2 CPU's)	\$4,800	\$0	\$1,200	N/A
Additional CPU Deployment License	\$4,000	\$0	\$1,000	N/A
Additional Developer License	\$2,000	\$0	\$500	N/A

	License Price	Shipping & Handling Not to Exceed (Call for Quote)	Annual Maintenance	
			Primary (1st, 11th, 21st...)	Secondary (2-10, 12-20...)
3.0 Web Services (Annual Subscription License)				
Blocks of 100,000 credits (price per block per year)				
Blocks 1-9	\$1,250	\$0	N/A	N/A
Blocks 10-19	\$1,187.50	\$0	N/A	N/A
Blocks 20-49	\$1,250	\$0	N/A	N/A
Blocks 50-99	\$1,062.50	\$0	N/A	N/A
Blocks 100-199	\$1,000	\$0	N/A	N/A
Blocks 200-499	\$937.50	\$0	N/A	N/A
500 or more Blocks	\$875	\$0	N/A	N/A
4.0 Mobile GIS Software				
ArcPad	\$396	\$20	N/A	N/A
Upgrade Pricing				
ArcPad 5.x/6.x to ArcPad 7.x upgrade (Box)	\$150	\$20	N/A	N/A
ArcPad 5.x/6.x to ArcPad 7.x upgrade (Web download)	\$150	\$20	N/A	N/A
ArcPad Application Builder	\$1,200	\$20	\$500	\$300
ArcPad Developer Bundle	\$8,500	\$20	N/A	N/A
5.0 Business Application Software				
ArcGIS Business Analyst				
ArcGIS Business Analyst - National Data Set	\$14,796	\$20	\$14,796	N/A
ArcGIS Business Analyst - One Region Data Set	\$10,796	\$20	\$10,796	N/A
ArcGIS Business Analyst - One State Data Set	\$8,796	\$20	\$8,796	N/A
ArcView Business Analyst				
ArcView Business Analyst	\$15,996	\$20	\$15,996	N/A
ArcView Business Analyst Extension	\$14,996	\$20	\$14,996	N/A
Optional AGS Data Pack	\$2,500	\$20	\$2,500	N/A
Optional EBIS Data Pack	\$2,500	\$20	\$2,500	N/A
ArcLogistics Route				
ArcLogistics Route	\$9,600	\$20	\$2,000	N/A
ArcLogistics Route Additional Service Area	\$2,000	\$0	\$1,000	N/A
ArcLogistics Route - No Data	\$8,000	\$20	\$1,000	N/A
ArcLogistics Route - Citrix 5 Pak	\$24,000	\$20	\$8,000	N/A
ArcLogistics Route - Citrix 25 Pak	\$80,000	\$20	\$20,000	N/A
ArcLogistics Route - No Data - Citrix 5 Pak	\$20,000	\$20	\$5,000	N/A
ArcLogistics Route - No Data - Citrix 25 Pak	\$60,000	\$20	\$15,000	N/A
ArcLogistics Route - Local Government				
ArcLogistics Route	\$6,000	\$20	\$1,600	N/A
ArcLogistics Route Additional Service Area	N/A			
ArcLogistics Route - No Data	\$5,000	\$20	\$1,000	N/A
ArcLogistics Route - Citrix 3 Pak	\$18,000	\$20	\$3,600	N/A
ArcLogistics Route - Citrix 5 Pak	\$24,000	\$20	\$6,000	N/A

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	License Price	Shipping & Handling Not to Exceed (Call for Quote)	Annual Maintenance Primary (1st, 11th, 21st...)	Secondary (2-10, 12-20...)
ArcLogistics Route - Citrix 25 Pak	\$80,000	\$20	\$20,000	N/A
ArcLogistics Route - No Data - Citrix 3 Pak	\$15,000	\$20	\$3,000	N/A
ArcLogistics Route - No Data - Citrix 5 Pak	\$20,000	\$20	\$5,000	N/A
ArcLogistics Route - No Data - Citrix 25 Pak	\$60,000	\$20	\$15,000	N/A
Business Map	\$349	\$20	N/A	N/A
RouteMap IMS				
RouteMAP IMS Server/CPU (1 server and first CPU)	\$2,400	\$20	\$1,000	N/A
Additional CPUs (each)	\$400	\$0	\$500	N/A
Data Pack-North America (1 server and first CPU)	\$5,200	\$20	\$2,400	N/A
Data Pack-North America Additional CPUs (each)	\$400	\$0	\$400	N/A
6.0 Cartographic Production Software				
Maplex				
Maplex 1st Single Use	\$15,000	\$20	\$3,750	N/A
Maplex 2nd Single Use	\$14,000	\$20	\$1,500	N/A
Maplex 3rd Single Use	\$11,500	\$20	\$1,500	N/A
7.0 Data and Commercial Solutions				
ESRI BIS CommunityInfo				
National Dataset	\$4,400	\$20	N/A	N/A
Economic Development	\$8,000	\$20	N/A	N/A
Homeland Security	\$8,000	\$20	N/A	N/A
Healthcare	\$8,000	\$20	N/A	N/A
Financial Services	\$8,000	\$20	N/A	N/A
Insurance	\$8,000	\$20	N/A	N/A
Retail	\$8,000	\$20	N/A	N/A
Restaurant	\$8,000	\$20	N/A	N/A
Census	\$1,000	\$20	N/A	N/A
Telecommunications	\$8,000	\$20	N/A	N/A
Single State Dataset				
Economic Development	\$2,900	\$20	N/A	N/A
Homeland Security	\$2,900	\$20	N/A	N/A
Healthcare	\$5,300	\$20	N/A	N/A
Financial Services	\$5,300	\$20	N/A	N/A
Insurance	\$5,300	\$20	N/A	N/A
Retail	\$5,300	\$20	N/A	N/A
Restaurant	\$5,300	\$20	N/A	N/A
Census	\$600	\$20	N/A	N/A
Telecommunications	\$5,300	\$20	N/A	N/A

	License Price	Shipping & Handling Not to Exceed (Call for Quote)	Annual Maintenance	
			Primary (1st, 11th, 21st...)	Secondary (2-10, 12-20...)
Single CBSA Dataset				
Economic Development	\$1,400	\$20	N/A	N/A
Homeland Security	\$1,400	\$20	N/A	N/A
Healthcare	\$2,800	\$20	N/A	N/A
Financial Services	\$2,800	\$20	N/A	N/A
Insurance	\$2,800	\$20	N/A	N/A
Retail	\$2,800	\$20	N/A	N/A
Restaurant	\$2,800	\$20	N/A	N/A
Census	\$380	\$20	N/A	N/A
Telecommunications	\$2,800	\$20	N/A	N/A
Single County Dataset				
Economic Development	\$1,100	\$20	N/A	N/A
Homeland Security	\$1,100	\$20	N/A	N/A
Healthcare	\$2,000	\$20	N/A	N/A
Financial Services	\$2,000	\$20	N/A	N/A
Insurance	\$2,000	\$20	N/A	N/A
Retail	\$2,000	\$20	N/A	N/A
Restaurant	\$2,000	\$20	N/A	N/A
Census	\$2,000	\$20	N/A	N/A
Telecommunications	\$125	\$20	N/A	N/A
8.0 Support and Services				
Developer Support Program				
ArcIMS Priority Support Annual Fee	\$1,495	\$0	N/A	N/A
ArcIMS Priority Support Pay-As-You-Go (per incident)	\$300	\$0	N/A	N/A
ArcInfo Workstation Priority Support Annual Fee	\$2,000	\$0	N/A	N/A
ArcInfo Workstation Priority Pay-As-You-Go (per incident)	\$300	\$0	N/A	N/A
ArcGIS Desktop Priority Support Annual Fee	\$2,000	\$0	N/A	N/A
ArcGIS Desktop Priority Pay-As-You-Go (per incident)	\$300	\$0	N/A	N/A
Premium Support Program				
Standard Premium Support Annual Fee	\$75,000	\$0	N/A	N/A
Standard Premium Support Hourly Rate (36 hour minimum)	\$7,500	\$0	N/A	N/A
On-site Support (per day)	\$3,175	\$0	N/A	N/A
Proactive planning support (per day)	\$3,325	\$0	N/A	N/A
Quarterly teleconference meeting (annual fee)	\$5,000	\$0	N/A	N/A
24/7 Premium emergency after hours pager support (annual fee)	\$75,000	\$0	N/A	N/A
Installation Services				
ArcGIS Server Installation Services	\$3,500	\$0	N/A	N/A
ArcSDE Installation Services	\$3,500	\$0	N/A	N/A
ArcIMS Installation Services	\$3,500	\$0	N/A	N/A
Tracking Server Installation and Support Service	\$20,000	\$0	N/A	N/A

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	License Price	Shipping & Handling Not to Exceed (Call for Quote)	Annual Maintenance	
			Primary (1st, 11th, 21st...)	Secondary (2-10, 12-20...)
9.0 Training				
Instructor-led				
ESRI-site Training (per student per day at ESRI Learning-USA)	\$383	\$0	N/A	N/A
Client-site Training (per class per day, max 12 students at client's location-USA)	\$2,993	\$0	N/A	N/A
Virtual Campus - Individual Courses				
ESRI Virtual Campus Training Course per seat (1 paid module)	\$25	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (2 paid modules)	\$50	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (3 paid modules)	\$75	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (4 paid modules)	\$100	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (5 paid modules)	\$125	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (6 paid modules)	\$150	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (7 paid modules)	\$175	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (8 paid modules)	\$200	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (9 paid modules)	\$225	\$0	N/A	N/A
Virtual Campus - Annual Premium Subscription Pricing				
\$2,500 Virtual Campus Dollar Value	\$2,250	\$0	N/A	N/A
\$5,000 Virtual Campus Dollar Value	\$4,250	\$0	N/A	N/A
\$10,000 Virtual Campus Dollar Value	\$7,000	\$0	N/A	N/A
\$50,000 Virtual Campus Dollar Value	\$30,000	\$0	N/A	N/A
\$100,000 Virtual Campus Dollar Value	\$50,000	\$0	N/A	N/A
Virtual Campus - Annual Standard Subscription Pricing				
\$2,500 Virtual Campus Dollar Value	\$2,125	\$0	N/A	N/A
\$5,000 Virtual Campus Dollar Value	\$4,000	\$0	N/A	N/A
\$10,000 Virtual Campus Dollar Value	\$6,000	\$0	N/A	N/A
\$50,000 Virtual Campus Dollar Value	\$25,000	\$0	N/A	N/A
\$100,000 Virtual Campus Dollar Value	\$40,000	\$0	N/A	N/A
Virtual Campus Web Workshop (per seat)	\$30	\$0	N/A	N/A