



Environmental Systems Research Institute, Inc., 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

AMENDMENT NUMBER 3
TO
MASTER PURCHASE AGREEMENT NO. 2003MPA6052 ("MPA")
BETWEEN
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. ("ESRI")
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES ("ITS")
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI ("Licensee")

This Amendment Number 3 shall serve to amend the Master Purchase Agreement No. 2003MPA6052 entered into December 16, 2004 and amended on February 21, 2007 and April 3, 2007 (hereinafter referred to as "MPA") between Environmental Systems Research Institute, Inc., a California corporation having its principal place of business at 380 New York Street, Redlands, California 92373-8100 (hereinafter referred to as "ESRI") and the Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS") as contracting agent for the agencies and institutions of the State of Mississippi (hereinafter referred to as "Licensee").

NOW THEREFORE, ITS and ESRI, by entering into this Amendment Number 3, mutually agree that the following provisions shall modify the aforementioned MPA:

- (1) The last sentence of Article 9 "Pricing" of the MPA Terms and Conditions (E500M) section shall be and hereby is deleted in its entirety and replaced with the following: "The prices for Software, Data, Web Services, Documentation, maintenance, and support may be updated annually during the term of this Agreement. It is understood and agreed, however, that the pricing shall not exceed the pricing for like products on ESRI's then-current MPA GSA Price List."
- (2) A new Article 9.3 titled "Small Municipal and County Enterprise License Agreement" shall be and hereby is added to the MPA Terms and Conditions (E500M) section and shall read as follows:

"Small Municipal and County Enterprise License Terms and Conditions (hereinafter referred to as "ELA"). Licensees that have been qualified by ESRI to participate in the ELA program may acquire Enterprise Software subject to the ELA Terms and Conditions (E214M), attached to Amendment Number 3 and incorporated herein, at fees set forth in the applicable ELA Quotation which shall be based on the prices included in the revised Price Catalog. Licensees wishing to participate in the ELA program must contact ESRI San Antonio for an ELA Quotation. Approved Licensees shall then submit a Purchase Order that references the ELA Quotation and shall include the following statement on the face of the Purchase Order: **'THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF MASTER PURCHASE AGREEMENT NO. 2003MPA6052, AND ANY DIFFERENT OR**

ADDITIONAL TERMS AND CONDITIONS IN OR WITH THIS PURCHASE ORDER SHALL NOT APPLY. Approved Licensees shall return their ELA Purchase Orders to: Attn.: ESRI Customer Service, Dept. SG-ELA, 380 New York Street, Redlands, CA 92373-8100; e-mail to service@esri.com; or fax to 909-307-3083."

(3) A new definition shall be and hereby is added to Article 1 "Definitions" of the General License Terms and Conditions (E200M) section and shall read as follows: "(e) "Web Services" means software functions and third-party data components that perform GIS functions, tasks, or data services and are accessed over the Internet."

(4) Excluding subsection (b) of Article 4.1 "Permitted Uses" and Article 7.1 "Limited Warranties", each instance of "Software, Data, and Documentation" appearing in the General License Terms and Conditions (E200M) section, shall be and hereby is replaced with the phrase "Software, Data, Web Services, and Documentation".

(5) Excluding Article 5 "Maintenance", Article 7.1 "Limited Warranties", Article 7.7 "Exclusive Remedy" and Article 9 "Infringement Indemnity", each instance of "Software, Data, or Documentation" appearing in the General License Terms and Conditions (E200M) section, shall be and hereby is replaced with the phrase "Software, Data, Web Services, or Documentation".

(6) Article 6 "Term and Termination" of the General License Terms and Conditions (E200M) section, shall be and hereby is revised to read as follows: "The license granted to Licensee by this Agreement shall commence upon the date of the installation of the Software on the designated equipment, or the date Licensee is granted access to the Web Services, whichever is applicable, and shall continue until such time that (i) Licensee elects in writing to discontinue use of the Software, Data, Web Services or Documentation and terminates this Agreement as to itself only or (ii) expiration of a term license or subscription; or (iii) either party terminates this Agreement for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material breach of a nature that it is impossible to cure. Upon termination of this Agreement, Licensee shall (i) cease access and use of Web Services and clear Web Services client-side data cache, or (ii) uninstall, remove, and destroy all Software, Data, and Documentation, and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such de-installation and destruction to ESRI."

(7) Article 7.2 "Data Disclaimer" of the General License Terms and Conditions (E200M) section, shall be and hereby is revised to read as follows: "**Data and Web Services Disclaimer**-- If included under this Agreement, the Data and Web Services have been obtained from sources believed to be reliable, but their accuracy and completeness are not guaranteed. The Data and Web Services may contain some nonconformities, defects, errors, or omissions. ESRI AND ITS LICENSOR(S) MAKE NO WARRANTY WITH RESPECT TO THE DATA AND WEB SERVICES. Without limiting the generality of the preceding sentence, ESRI and its licensor(s) do not warrant that the Data and Web Services will meet Licensee's needs or expectations, that the use of the Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and its licensor(s) are not inviting reliance on this Data or Web Services, and Licensee should always verify actual Data or Web Services including, but not limited to, map, spatial, raster, and tabular information."

(8) The second paragraph of Article 7.6 "General Disclaimer" of the General License Terms and Conditions (E200M) section, shall be and hereby is revised to read as follows: "SAMPLE CODE, SAMPLE APPLICATION, SAMPLE EXTENSION, HOT FIXES, EVALUATION AND BETA SOFTWARE, ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLE CODE, SAMPLE APPLICATION, SAMPLE EXTENSION, HOT FIXES, EVALUATION AND BETA SOFTWARE."

(9) A new Article 7.8 titled "Fault Tolerance Disclaimer" shall be and hereby is added to the General License Terms and Conditions (E200M) section and shall read as follows: "**7.8 Fault Tolerance Disclaimer-** - The Software, Data, Web Services, and Documentation are not fault-tolerant and are not designed, manufactured, or intended for use or resale for use in 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, real-time emergency response, real-time terrorism prevention or response, life support, or weapons systems ("Fault-Intolerant Activities"). ESRI SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR USE IN FAULT-INTOLERANT ACTIVITIES."

(10) A new Article 7.9 titled "Internet Disclaimer" shall be and hereby is added to the General License Terms and Conditions (E200M) section and shall read as follows: "**7.9 Internet Disclaimer-** - BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (1) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (2) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND (3) NEITHER PARTY IS LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SERVICE."

(11) Exhibit 1, "Scope of Use" (E300 1/07) attached to Amendment Number 2 shall be and hereby is deleted and replaced with the revised Exhibit 1, "Scope of Use" (E300 5/08B) document attached to this Amendment Number 3 so as to incorporate additional software offerings.

(12) The Price Catalog attached to Amendment Number 2 shall be and hereby is deleted and replaced with the new Price Catalog attached to this Amendment Number 3.

Except as modified by this Amendment Number 3, the Agreement and Amendments No. 1 and No. 2 remain unchanged and in full force and effect. The parties hereto have executed this Amendment Number 3 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. Litchliter

Printed Name: David L. Litchliter

Title: Executive Director

Date: 5-21-08

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

Signature: Laura Dangermond

Printed Name: Laura Dangermond

Title: Vice President

Date: MAY 20 2008



**SMALL MUNICIPAL AND COUNTY
ENTERPRISE LICENSE TERMS AND CONDITIONS
(E214M 3/08)**

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

ARTICLE 1—DEFINITIONS

All definitions in other parts of the MPA shall have the same meaning in these Small Municipal and County Enterprise License Terms and Conditions (hereinafter referred to as “ELA”). In addition, the following definitions apply to the ELA:

- “Deploy,” “Deployed,” or “Deployment” means to redistribute and install or the redistribution and installation of the Enterprise Software or its having been redistributed and installed by Licensee on Licensee’s hardware.
- “ELA Maintenance” means Tier 2 Support, updates, and patches provided by ESRI to Licensee for the Enterprise Software.
- “ELA Fee” means the fee set forth in the ELA Quotation.
- “ELA Quotation” means the Small Municipal and County ELA offer letter and ESRI quote form.
- “Enterprise Software” means the Software, Data, Web Services, and Documentation identified in the ELA Quotation as Enterprise Software.
- “Incident” means a failure of the Software to operate according to the Documentation in which such failure substantially impacts operational or functional performance.
- “Licensee” means, for purposes of the ELA, a municipal or county governing authority in the State of Mississippi that has been qualified by ESRI to participate in the ELA program.
- “ELA” means these terms and conditions, including Exhibit 1 Scope of Use (E300) that apply to Enterprise Software provided to Licensee by ESRI.
- “Technical Support” means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications.
- “Tier 1 Help Desk” means Licensee point of contact from which all Tier 1 Support will be given to Licensee.
- “Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.
- “Tier 2 Support” means the Technical Support provided by ESRI to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this ELA, ESRI grants to Licensee a limited term, personal, nonexclusive, nontransferable license to:

- a. Use, copy, and Deploy an unlimited quantity of the Enterprise Software excluding ESRI Developer Network for the term identified in this ELA and for Licensee’s business operations only.
- b. Deploy one (1) subscription of the ESRI Developer Network for use by a single named developer for the term of this ELA.

- c. Access and use any secure ESRI Web site resources made available to Licensee for Licensee's business operations only, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information.

2.2 Consultant Access. Licensee may provide access to the Enterprise Software to any consultant or contractor of Licensee, provided that the consultant or contractor is using the Enterprise Software for the sole benefit of Licensee while (i) working on-site at Licensee's facilities or (ii) remotely using/accessing Enterprise Software from Licensee's on-site computers or machines. All such consultants or contractors shall be bound by the terms and conditions of this ELA. Licensee shall require consultant or contractor to discontinue use of and access to Enterprise Software upon completion of work for Licensee.

ARTICLE 3—SCOPE OF USE

3.1 Permitted Uses

- a. Licensee may install and store the Enterprise Software, Data, and Documentation on electronic storage device(s).
- b. Licensee may make one (1) copy of the Enterprise Software, Data, and Documentation for installation purposes, archival and disaster recovery purposes during the term of this ELA. Additionally, Licensee may make routine computer backups and implement a redundant Enterprise Software installation for failover operations during the period the primary site is not operational. The redundant Enterprise Software installation shall remain dormant except for system maintenance, testing, and updating of databases while the primary site is operational.
- c. Licensee may use the Enterprise Software with other programs and modules and may customize the Enterprise Software using any (i) macro or scripting language, (ii) published application programming interface ("API"), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's business operations. The portion(s) of the Documentation supplied in digital format merged with other software and printed or digital documentation shall continue to be subject to the terms and conditions of this ELA and shall provide the following copyright attribution notice acknowledging the proprietary rights of ESRI and its licensor(s) in the Documentation supplied in digital format: "Portions of this document include intellectual property of ESRI and its licensor(s) and are used herein under license. Copyright © *[Insert the actual copyright date(s) from the source materials]* ESRI and its licensor(s). All rights reserved."

3.2 Uses Not Permitted

- a. Except as provided herein, Licensee shall not sell, rent, lease, sublicense, lend, assign, or time-share the Enterprise Software. Licensee shall not act as a service bureau or commercial application service provider ("ASP") that allows third party access to the Enterprise Software. A commercial ASP means a Licensee who uses Enterprise Software for a site or service and operates the site or the service for a profit or generates revenue by charging for access to the site or service. The parties understand and agree that the preceding sentence shall not apply to governmental Licensees that are hosting data and applications for cost recovery and not for profit.

- b. Licensee shall not redistribute the Enterprise Software to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs, without the prior written approval of ESRI as set forth in an appropriate redistribution license agreement.
- c. Licensee shall not reverse engineer, decompile, or disassemble the Enterprise Software, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- d. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measure(s) that controls access to, or use of, the Enterprise Software.
- e. Licensee shall not redistribute the Enterprise Software registration number/license authorization file(s), developer license file(s), or Web Services access codes.
- f. Licensee shall not use the Enterprise Software or Web Services to transfer or exchange any material in which such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
- g. Licensee shall not remove or obscure any ESRI or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Enterprise Software.
- h. Licensee shall not unbundle individual or component parts of the Enterprise Software or Data for independent use.
- i. Licensee shall not use, transfer, redistribute, or Deploy Enterprise Software outside of the United States.

ARTICLE 4—TERM AND TERMINATION AND EXPIRATION

4.1 Term. The term of any license granted pursuant to this ELA shall be for three (3) years from the Effective Date specified in the ELA Quotation, unless the license is terminated earlier as provided herein. No indefinite or perpetual term license grants are provided with this ELA.

4.2 Termination for Lack of Funds. A Licensee may terminate any license granted pursuant to this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

4.3 Termination for a Material Breach. Either ESRI or Licensee may terminate Licensee's license granted pursuant to this ELA for a material uncured breach by the other party. The breaching party shall be given a period of ten (10) days from date of receipt of written notice to cure any material breach.

4.4 No Use Upon Expiration or Termination. Upon expiration or termination of this ELA, all licenses Deployed shall terminate. Licensee shall cease access and use of Web Services and clear Web Services client-side data cache and uninstall, remove, and destroy all Deployed Enterprise Software, Data, and Documentation and any whole or partial copies, modifications, media, or merged portions in any form and execute and deliver evidence of such actions to ESRI. ELA Maintenance, Virtual Campus access, and User Conference Registrations shall also terminate.

ARTICLE 5—ELA MAINTENANCE

ELA Maintenance for Enterprise Software provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable ESRI U.S. Software Maintenance Program document (found at www.esri.com/legal) as modified by this Article 5 "ELA Maintenance". ELA Maintenance does not include Technical Support for Web Services.

a. Tier 1 Support Provided by Licensee:

- (1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
- (2) The Tier 1 Help Desk shall use analysts fully trained in the Enterprise Software they are supporting.
- (3) At a minimum, Tier 1 Support shall include those activities that assist Licensee in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts shall be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from Licensee. This may include obtaining any customizations, code samples, or Data involved, if applicable, to the Incident. Analysts shall also use any other information and databases they may develop to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact ESRI Technical Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
- (6) Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact ESRI directly for Tier 2 Support. Licensee may revise named individuals by written notice to ESRI.

b. Tier 2 Support Provided by ESRI:

- (1) ESRI shall log calls received from the Tier 1 Help Desk individuals.
- (2) ESRI shall attempt to resolve the Incident by assisting the Tier 1 Help Desk individuals.
- (3) When the Incident is resolved, ESRI shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to Licensee.

ESRI may, at ESRI's sole discretion, make patches, hot fixes, or updates available for downloading from ESRI's Web site or deliver them on media.

ARTICLE 6—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

6.1 Purchase Orders, Delivery, and Deployment

- a. Licensees shall issue purchase orders to ESRI for the Enterprise Software and annually thereafter in accordance with the payment schedule noted on the ELA Quotation.
- b. Payment shall be made pursuant to the terms of the MPA which provides that once the Enterprise Software and hardware, if any, have been accepted by Licensee as prescribed in the MPA, ESRI shall submit an invoice for the fees due under any purchase order. ESRI shall submit to the Licensee only invoices that it believes are true and correct. Services will be invoiced as they are rendered. Licensee agrees to pay ESRI in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. ESRI understands and agrees

- that Licensee is exempt from the payment of taxes. Licensee shall notify ESRI within fifteen (15) working days of its receipt of the invoice if there is a dispute as to the content.
- c. If payment of undisputed amounts is not made to ESRI within forty-five (45) days of Licensee's receipt of the invoice, Licensee shall be liable to ESRI for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized. Bona fide disputes as to invoices are governed by Section 31-7-305(4) of the Mississippi Code Annotated. ESRI may reject any purchase order if Licensee fails or refuses to pay any license or service fee due.
 - d. Upon receipt of the initial purchase order from Licensee, ESRI shall deliver two (2) sets of media containing the Enterprise Software, Data, and Documentation to Licensee for Deployment activities. ESRI shall ship the media to the ship-to address identified on the purchase order, FOB Destination, with shipping and handling charges prepaid. Licensee may purchase additional media sets at the prices in effect at the time of purchase.
 - e. ESRI shall provide Licensee with up to ten (10) hardware keys. Additional hardware keys may be ordered at the prices in effect at the time of purchase.
 - f. ESRI shall provide registration numbers or keycodes, as applicable, to activate the nondestructive copy protection program that enables the Enterprise Software to operate.
 - g. Licensee shall Deploy, install, configure, and track installation of the Enterprise Software and Data.

6.2 Purchase Order Requirements

- a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
- b. All purchase orders shall reference and be subject to the terms and conditions of this ELA. The terms and conditions of this ELA shall supersede any conflicting terms and conditions set forth in any document provided by Licensee, ESRI or its subcontractors.
- c. The following information shall be included in each purchase order:
 - (1) Licensee name, ESRI customer number, if known, and bill-to and ship-to addresses;
 - (2) Purchase order number;
 - (3) Date delivery is requested;
 - (4) Applicable annual payment due; and
 - (5) On the face page of its purchase order (or ordering document), Licensee shall insert: "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF MASTER PURCHASE AGREEMENT NO. 2003MPA6052, AND ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN OR WITH THIS PURCHASE ORDER SHALL NOT APPLY."

ARTICLE 7—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of ESRI by Licensee. Licensee agrees that upon execution of the ELA, ESRI may publicize the existence of this ELA with Licensee.

ARTICLE 8—ADMINISTRATIVE REQUIREMENTS

8.1 OEM Licenses. If Licensee obtains Enterprise Software, Data, Web Services, or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of ESRI, Licensee shall not be entitled to or seek any discount from the OEM business partner or ESRI, directly or indirectly, as a result of or based on the availability of such Enterprise Software, Data, or Web Services, as Enterprise Software under this ELA. In addition, such Enterprise Software, Data, Web Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

8.2 Product Obsolescence. During the term of this ELA, some Enterprise Software items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Software that has been Deployed for the term of the ELA, but updates for such obsolete Enterprise Software may not be available. ESRI's Life Cycle Support Policy, available at <http://support.esri.com/index.cfm?fa=knowledgebase.productLifeCycles.gateway>, defines the support phases and overall support plans. ELA Maintenance shall be subject to the Product Life Cycle Support Status, which can be found at <http://support.esri.com/index.cfm?fa=software.gateway> by selecting the product type, then clicking the Product Life Cycle link for specific product plans.

8.3 Renewal. Upon expiration of any license granted pursuant to this ELA, the parties may evaluate Licensee's requirements. Any follow-on license granted pursuant to this ELA will be offered in accordance with these license terms and conditions and pricing as they may be amended from time to time by ESRI and ITS, and based upon Licensee's then current population count.

ARTICLE 9—GENERAL PROVISIONS

Except as specifically modified herein, the terms of the Master Purchase Agreement Number 2003MPA6052 between ESRI and the State of Mississippi (including but not limited to the general provisions and limitations of liability) shall apply to this ELA.



**EXHIBIT 1
SCOPE OF USE
(E300 5/08B)**

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, 20 and 25)
- ArcView (1 or 2 and 25 and 44)
- ArcEditor (1 or 2 and 25, 26 and 44)
- ArcInfo (2, 25, 26 and 44)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

Server GIS

- ArcGIS Server and Extensions
 - Workgroup (either 3, or 5, and 8, 9, 25, 28, 29, 30, 32, 38, 39, 40 and 45)
 - Enterprise (either 3, 4, or 5, and 8, 9, 25, 27, 31, 38, 39, 40 and 45)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5, and 8, 10, and 31)
 - ArcIMS ArcMap Server (either 3, 4, or 5, and 31)
- Tracking Server (5 and 31)
- ArcGIS Image Server (either 3, 4, or 5, and 8, 31, and 42)
 - ArcGIS Image Server Service Editor (1)
- RouteMAP IMS (either 3, 4, or 5, and 8, 25 and 31)
- ArcGIS Business Analyst Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)

Mobile GIS

- ArcPad (1, 12, 13 and 25)
- ArcPad Application Builder (1 and 25)
- ArcGIS Mobile Deployments (1, 15, 16 and 25)

Developer GIS

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, 35, and 36)
- ArcGIS Engine Developer Kit and Extensions (1 and 14, 15, 22, 25, 26 and

- 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 and Connectors

- ArcExplorer—Java and Windows Editions (1, 20 and 25)
- ArcGIS Explorer (1, 20 and 25)
- ArcGIS For AutoCAD (1, 20 and 25)

Business GIS

- ArcGIS Business Analyst (1 or 2 and 25 and 45)
- BusinessMAP (1 and 25)
- ArcLogistics (either 1 or 2 and 25)
- ArcLogistics Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)
- ArcLogistics Navigator Deployments (1, 15, and 16)

Cartographic Production

- Maplex (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Map Production System-Atlas, Job Tracking for ArcGIS (JTX) (either 1 or 2), Job Tracking for ArcGIS Server (either 4 or 5, and 7)

Web Services

- ArcGIS Online (6, 25, 33, 34, and 35)

Data

- ESRI Data and Maps (either 1 or 5, and 23 and 37)
- Demographic Data (either 1, 2 or 5)
 - CommunityInfo
 - Retail Marketplace
 - Consumer Expenditure

- 43)
 - ArcGIS Engine Runtime and Extensions (1, 15, 22, 25 and 26)
 - MapObjects—Windows Edition (1, 14, 15, 16, and 18)
 - Community Tapestry Data (either 1, 2 or 5, and 21)
 - Community Coder (either 1, 2, or 5, and 21)
 - *Sourcebook•America* (1)
 - ArcGIS Data Appliance—Server Bundle or Data Only (6, 23, and 25)
 - StreetMap Premium (either 1, 2 or 5, and 23 and 25)
1. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single authorized end user to make a second copy for end user's exclusive use on a portable computer so long as only one (1) copy of the Software, Data, and Documentation is in use at any one time.
 2. "Concurrent Use License." Licensee may install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired.
 3. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
 4. "Staging Server License." In addition to the Development Server License Rights, Licensee may use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
 5. "Deployment Server License." In addition to the Staging Server License Rights, Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
 6. Provided only as a Term License.
 7. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
 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. Reserved
 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.

16. Licensee may deliver applications to its sublicensee(s) provided Licensee uses a written sublicense agreement that protects ESRI's rights in its Software, Data, Web Services, and Documentation to the same extent as the ESRI License Agreement including, but not limited to, the following terms:
 - a. Sublicensee may not reverse engineer, decompile, or disassemble the ESRI Software, Data, Web Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; transfer; or assign its rights under the license grant;
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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.
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applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.

26. ArcSDE Personal is restricted to four (4) gigabytes of Licensee 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. There are no limitations on the number of connections from Web applications.
29. Can only be used with SQL Server 2005/2008 Express.
30. Restricted to a maximum total of four (4) gigabytes of Licensee 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 Online may only be utilized in conjunction with ArcGIS Desktop, ArcGIS Server (including the Web ADF), ArcGIS Mobile, ArcGIS Explorer Software, and the ArcGIS APIs (including JavaScript™ and Adobe® Flex®).
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 Online 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 USA may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or 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. Reserved
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Image Server Service Editor for every four (4) cores of ArcGIS Image Server licensed. Additional Service Editor desktop deployments can be licensed for an additional fee.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the Engine Runtime Software.
44. For any operating system environment in which Licensee runs instances of the Concurrent Use license management software, Licensee may run up to the same number of passive failover instances

of the Concurrent Use license management software in a separate operating system environment for temporary failover support.

45. Data licensed with ArcGIS Business Analyst and ArcGIS Business Analyst Server are restricted to use with the respective Business Analyst extension and are not for general use with ArcGIS Desktop or ArcGIS Server Software.

State of Mississippi Master Purchase Agreement - Price Catalog

Mississippi EPL #3536-D

ESRI Contract No. 2003MPA6052

May 1, 2008

	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	\$7,295	\$40	\$3,000	\$1,200
ArcEditor Concurrent Use	\$5,713	\$40	\$1,500	\$1,200
ArcEditor Single Use	\$5,713	\$40	\$1,500	\$1,200
ArcView Concurrent Use	\$2,857	\$20	\$700	\$500
ArcView Single Use	\$1,224	\$20	\$400	\$300
Extensions Concurrent and Single Use				
3D Analyst	\$2,040	\$20	\$500	\$200
Spatial Analyst	\$2,040	\$20	\$500	\$200
Geostatistical Analyst	\$2,040	\$20	\$500	\$200
Tracking Analyst	\$2,040	\$20	\$500	\$200
Network Analyst	\$2,040	\$20	\$500	\$200
Survey Analyst	\$2,040	\$20	\$500	\$200
Maplex	\$2,040	\$20	\$500	\$200
ArcScan	\$2,040	\$20	\$500	\$200
Publisher	\$2,040	\$20	\$500	\$200
Data Interoperability	\$2,040	\$20	\$500	\$200
Job Tracking	\$2,040	\$20	\$500	\$200
Schematics	\$2,040	\$20	\$500	\$200
ArcEditor Single Use Maintenance - Core Plus Extensions			\$2,100	\$1,800
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	\$1,482	\$20	N/A	N/A
ArcView Single Use to ArcEditor	\$4,489	\$20	N/A	N/A
ArcView Concurrent Use to ArcEditor	\$2,856	\$20	N/A	N/A
ArcView Single Use to ArcInfo	\$6,070	\$20	N/A	N/A
ArcView Concurrent Use to ArcInfo	\$4,438	\$20	N/A	N/A
ArcEditor to ArcInfo	\$1,582	\$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...)
PLTS for ArcGIS				
PLTS Foundation	\$4,332	\$20	\$1,250	N/A
Mapping Agency Solution	\$8,665	\$20	\$2,500	N/A
Nautical Solution	\$8,665	\$20	\$2,500	N/A
Defense Solution	\$8,665	\$20	\$2,500	N/A
Aeronautical Solution	\$8,665	\$20	\$2,500	N/A
GIS Data ReViewer	\$1,788	\$20	\$625	N/A
Map Production System Atlas	\$2,166	\$20	\$625	N/A
ArcInfo Workstation and Extensions				
ArcInfo	\$7,295		\$3,000	\$1,200
ArcCOGO	\$2,040		\$500	\$200
ArcView 3.x				
ArcView 3.x - Windows	\$976	\$20	\$400	\$300
ArcView 3.x Extensions - Windows				
Network Analyst	\$1,371	\$20	bundled with core software - see below*	
Tracking Analyst	\$1,371	\$20	bundled with core software - see below*	
Spatial Analyst	\$2,287	\$20	bundled with core software - see below*	
3D Analyst	\$2,287	\$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
2.0 Server and Developer Software				
ArcGIS Engine				
ArcGIS Engine Runtime				
Standard Engine Runtime	\$408	\$0	\$100	N/A
ArcGIS Engine Runtime Extensions				
3D Extension	\$816	\$0	bundled with core runtime - see below**	
Spatial Extension	\$816	\$0	bundled with core runtime - see below**	
Schematics Extension	\$816	\$0	bundled with core runtime - see below**	
Maplex Extension	\$816	\$0	bundled with core runtime - see below**	
Tracking Extension	\$816	\$0	bundled with core runtime - see below**	
Data Interoperability Extension	\$816	\$0	bundled with core runtime - see below**	
Enterprise GDB Update Extension	\$816	\$0	bundled with core runtime - see below**	
Network Extension	\$816	\$0	bundled with core runtime - see below**	
**Maintenance ArcGIS Runtime with One or More Extensions			\$400	N/A

	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 4 Cores	\$32,463	\$20	\$10,000	N/A
Additional Cores (each)	\$8,160	\$0	\$2,500	N/A
ArcGIS Server - Enterprise Edition - Standard				
Up to 4 Cores	\$16,322	\$20	\$5,000	N/A
Additional Cores (each)	\$4,080	\$0	\$1,250	N/A
ArcGIS Server - Enterprise Edition - Basic				
Up to 4 Cores	\$8,160	\$20	\$3,000	N/A
Additional Cores (each)	\$2,040	\$0	\$750	N/A
ArcGIS Server - Workgroup Edition - Advanced				
Up to 2 Cores	\$8,160	\$20	\$2,500	N/A
Additional Cores (each) - maximum 4 Cores per Server	\$4,080	\$0	\$1,250	
ArcGIS Server - Workgroup Edition - Standard				
Up to 2 Cores	\$4,080	\$20	\$1,250	N/A
Additional Cores (each) - maximum 4 Cores per Server	\$2,040	\$0	\$625	
ArcGIS Server - Workgroup Edition - Basic				
Per Server (Minimum 2 Cores - Maximum 4 Cores)	\$4,080	\$20	\$1,250	N/A
ArcGIS Server Extensions - per Extension				
Data Interoperability, Network, 3D, Spatial Analyst, Job Tracking				
Enterprise Edition				
Up to 4 Cores	\$8,160	\$20	\$2,500	N/A
Additional Cores (each)	\$2,040	\$0	\$625	N/A
Workgroup Edition				
Per Server (Maximum 4 Cores)	\$4,080	\$20	\$1,250	N/A
ArcGIS Server Upgrades				
Upgrades from Enterprise to Enterprise				
Standard from Basic - Up to 4 Cores	\$8,160	\$0	N/A	N/A
Additional Cores (each)	\$2,040	\$0	N/A	N/A
Advanced from Basic - Up to 4 Cores	\$24,482	\$0	N/A	N/A
Additional Cores (each)	\$6,121	\$0	N/A	N/A
Advanced from Standard - Up to 4 Cores	\$16,322	\$0	N/A	N/A
Additional Cores (each)	\$4,080	\$0	N/A	N/A
Upgrades from Workgroup to Workgroup				
Standard from Basic - Up to 4 Cores	\$4,080	\$0	N/A	N/A
Advanced from Basic - Up to 4 Cores	\$12,241	\$0	N/A	N/A
Advanced from Standard - Up to 4 Cores	\$8,160	\$0	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...)
Upgrades from Workgroup to Enterprise				
Enterprise Basic from Workgroup Basic - Up to 4 Cores	\$4,080	\$20	N/A	N/A
Enterprise Standard from Workgroup Basic - Up to 4 Cores	\$12,241	\$20	N/A	N/A
Enterprise Advanced from Workgroup Basic - Up to 4 Cores	\$28,563	\$20	N/A	N/A
Enterprise Standard from Workgroup Standard - Up to 4 Cores	\$8,160	\$20	N/A	N/A
Enterprise Advanced from Workgroup Standard - Up to 4 Cores	\$24,482	\$20	N/A	N/A
Enterprise Advanced from Workgroup Advanced - Up to 4 Cores	\$16,322	\$20	N/A	N/A
ArcGIS Server - Staging License				
ArcGIS Server - Enterprise Edition - Advanced				
Up to 4 Cores	\$16,322	\$0	\$5,000	N/A
Additional Cores (each)	\$4,080	\$0	\$1,250	N/A
ArcGIS Server - Enterprise Edition - Standard				
Up to 4 Cores	\$8,160	\$0	\$2,500	N/A
Additional Cores (each)	\$2,040	\$0	\$625	N/A
ArcGIS Server - Enterprise Edition - Basic				
Up to 4 Cores	\$4,080	\$0	\$1,500	N/A
Additional Cores (each)	\$1,020	\$0	\$375	N/A
ArcGIS Server Extensions - per Extension				
Data Interoperability, Network, 3D, Spatial Analyst, Job Tracking				
Enterprise Edition				
Up to 4 Cores	\$4,080	\$0	\$1,250	N/A
Additional Cores (each)	\$1,020	\$0	\$313	N/A
ArcGIS Server - Staging License Upgrades - Enterprise Edition				
Standard from Basic - Up to 4 Cores	\$4,080	\$0	N/A	N/A
Additional Cores (each)	\$1,020	\$0	N/A	N/A
Advanced from Basic - Up to 4 Cores	\$12,241	\$0	N/A	N/A
Additional Cores (each)	\$3,060	\$0	N/A	N/A
Advanced from Standard - Up to 4 Cores	\$8,160	\$0	N/A	N/A
Additional Cores (each)	\$2,040	\$0	N/A	N/A
ArcGIS Mobile - Application Deployments				
50 Deployments included with ArcGIS Server Enterprise				
Advanced (50 for every 4 cores licensed)	N/A	N/A	N/A	N/A
Additional Deployments - 25 packs	\$2,040	\$0	\$500	N/A
ArcGIS Server Connections to Support ArcSDE 9.2				
ArcGIS Server Read Write Server Connection for Enterprise	\$816	\$0	\$150	N/A
ArcGIS Server Read Only Server Connection for Enterprise	\$408	\$0	\$150	N/A

	License Price	Shipping & Handling Not to Exceed (Call for Quote)	Annual Maintenance Primary (1st, 11th, 21st...)	Secondary (2-10, 12-20...)
ArcIMS				
ArcIMS - Deployment License				
Per Core (Minimum 2 Cores - Maximum 4 Cores)	\$2,040	\$20	\$500	N/A
ArcIMS Data Delivery Extension - Deployment License				
Per licensed ArcIMS Server (Maximum 4 Cores)	\$4,080	\$20	\$1,000	N/A
ArcIMS Route Server (Software Only) - Deployment License				
Per licensed ArcIMS Server (Maximum 4 Cores)	\$2,448	\$20	\$600	N/A
ArcIMS Route Server - Data Options				
Data Pack - Tele Atlas North America (USA & Canada) Data License for up to 5,000,000 Transactions, INTERNET USE	\$9,672	\$20	no updates	N/A
Data Pack - Tele Atlas North America (USA & Canada) Data License for up to 20,000,000 Transactions, INTERNET USE	\$24,180	\$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	\$72,540	\$20	quarterly updates when available	N/A
Data Pack - NAVTEQ North America (USA & Canada) Data License for one Server and 2 CPUs	\$17,410	\$20	\$3,600	N/A
Data Pack - NAVTEQ North America (USA & Canada) Data Additional CPU License	\$2,902	\$0	\$600	N/A
ESRI Developer Network (EDN) Annual License (per Developer)	\$1,451	\$40	DSG Support - \$2,000	N/A
EDN with ArcView (Inc. 3D, Spatial and Network Analyst Ext)	\$1,934	\$40	DSG Support - \$2,000	N/A
EDN with ArcEditor (Inc. 3D, Spatial and Network Analyst Ext)	\$2,902	\$40	DSG Support - \$2,000	N/A
EDN with ArcInfo (Inc. 3D, Spatial and Network Analyst Ext)	\$3,869	\$40	DSG Support - \$2,000	N/A
EDN Upgrades				
Add ArcView SU to current EDN (one per EDN license)	\$484	\$20	N/A	N/A
Add ArcEditor to current EDN (one per EDN license)	\$1,451	\$20	N/A	N/A
Add ArcInfo to current EDN (one per EDN license)	\$2,418	\$20	N/A	N/A
EDN with ArcView upgrade to ArcEditor SU	\$967	\$20	N/A	N/A
EDN with ArcView upgrade to ArcInfo	\$1,934	\$20	N/A	N/A
EDN with ArcEditor upgrade to ArcInfo	\$967	\$20	N/A	N/A
Image Server				
Image Server - Deployment License				
Up to 4 Cores	\$8,160	\$20	\$2,500	N/A
Additional Cores (each)	\$2,040	\$0	\$625	N/A
Image Server - Staging License				
Up to 4 Cores	\$4,080	\$20	\$1,250	N/A
Additional Cores (each)	\$1,020	\$0	\$312	N/A

	License Price	Shipping & Handling Not to Exceed (Call for Quote)	Annual Maintenance Primary (1st, 11th, 21st...)	Secondary (2-10, 12-20...)
Tracking Server				
Tracking Server - Deployment License				
Up to 2 Cores	\$9,672	\$20	\$2,000	N/A
Additional Cores	\$4,836		\$1,000	
Tracking Server - Staging License				
Up to 2 Cores	\$4,836	\$20	\$1,000	N/A
Additional Cores	\$2,418		\$500	
MapObjects				
MapObjects-Windows Edition Stand-Alone Developer Kit (includes MapObjects-Windows Edition and 50 Stand-Alone Deployments)	\$4,081	\$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)	\$9,793	\$20	\$2,400	N/A
Additional MapObjects-Windows Edition Developer License	\$816	\$0	\$200	N/A
Annual Renewal of MapObjects Internet Deployment License (old program)	\$968	\$0	N/A	N/A
MapObjects-Windows Limited Deployment Site License Kit	\$16,321	\$20	\$3,000	N/A
25-Pak Additional MapObjects-Windows Edition Stand-Alone Deployments	\$2,040	\$20		
MapObjects LT	\$339		N/A	N/A
MapObjects-Java Edition Stand-Alone Developer Kit (includes MapObjects-Java Edition and 50 Stand-Alone Deployments)	\$4,081	\$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)	\$6,121	\$20	\$1,500	N/A
Additional MapObjects-Java Edition Developer License	\$816	\$0	\$200	N/A
Additional MapObjects-Java Edition Server Deployment License for one Server with up to two CPU's	\$4,081	\$0	\$1,000	N/A
Additional MapObjects-Java Edition CPU Deployment License	\$2,467	\$0	\$750	N/A
25-Pak Additional MapObjects- Java Edition Stand-Alone Deployments	\$2,040	\$0	N/A	N/A
3.0 Mobile GIS Software				
ArcPad	\$404	\$20	N/A	N/A
Upgrade Pricing				
ArcPad 5.x/6.x to ArcPad 7.x upgrade (Box)	\$145	\$20	N/A	N/A
ArcPad 5.x/6.x to ArcPad 7.x upgrade (Web download)	\$145	\$20	N/A	N/A
ArcPad Application Builder	\$1,224	\$20	\$500	\$300
ArcPad Developer Bundle	\$6,936	\$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...)
4.0 Business Application Software				
ArcGIS Business Analyst				
ArcGIS Business Analyst - National Data Set (One Year)	\$15,093	\$20	\$16,190	N/A
ArcGIS Business Analyst - One Region Data Set (One Year)	\$10,796	\$20	\$11,820	N/A
ArcGIS Business Analyst - One State Data Set (One Year)	\$6,796	\$20	\$7,450	N/A
ArcLogistics Route				
ArcLogistics Route	\$9,792	\$20	\$2,000	N/A
ArcLogistics Route Additional Service Area	\$1,632	\$0	\$1,000	N/A
ArcLogistics Route - No Data	\$8,160	\$20	\$1,000	N/A
ArcLogistics Route - Citrix 5 Pak	\$24,481	\$20	\$6,000	N/A
ArcLogistics Route - Citrix 25 Pak	\$81,604	\$20	\$20,000	N/A
ArcLogistics Route - No Data - Citrix 5 Pak	\$20,401	\$20	\$5,000	N/A
ArcLogistics Route - No Data - Citrix 25 Pak	\$61,203	\$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	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
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	\$338	\$20	N/A	N/A
RouteMap IMS				
RouteMAP IMS - Up to 4 Cores	\$2,448	\$20	\$1,000	N/A
Additional Cores (each)	\$102	\$0	\$125	N/A
Data Pack-North America (Up to 4 Cores)	\$5,304	\$20	\$3,000	N/A
Data Pack-North America Additional Cores (each)	\$102	\$0	\$125	N/A
5.0 Cartographic Production Software				
Maplex Single Use	\$14,507	\$20	\$3,750	N/A
6.0 Data and Commercial Solutions				
ESRI BIS CommunityInfo				
National Dataset				
Economic Development	\$4,034	\$20	N/A	N/A
Homeland Security	\$4,034	\$20	N/A	N/A
Healthcare	\$7,335	\$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	\$917	\$20	N/A	N/A
Telecommunications	\$8,000	\$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 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
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	\$360	\$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	\$125	\$20	N/A	N/A
7.0 Support and Services				
Premium Support Program				
Standard Premium Support Hourly Rate (36 hour minimum)	\$7,500	\$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 Workgroup Basic Installation Services	\$3,000	\$0	N/A	N/A
ArcGIS Server Workgroup Standard Installation Services	\$4,500	\$0	N/A	N/A
ArcGIS Server Workgroup Advanced Installation Services	\$6,000	\$0	N/A	N/A
ArcGIS Server Enterprise Basic Installation Services	\$4,500	\$0	N/A	N/A
ArcGIS Server Enterprise Standard Installation Services	\$6,000	\$0	N/A	N/A
ArcGIS Server Enterprise Advanced Installation Services	\$12,200	\$0	N/A	N/A
ArcIMS Installation Services	\$4,500	\$0	N/A	N/A
Tracking Server Installation and Support Service	\$16,100	\$0	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...)
8.0 Training				
Instructor-led				
ESRI-site Training (per student per day at ESRI Learning-USA)	\$490	\$0	N/A	N/A
Client-site Training (per class per day, max 12 students at client's location-USA)	\$3,820	\$0	N/A	N/A
Virtual Campus - Individual Courses				
ESRI Virtual Campus Training Course per seat (1 paid module)	\$30	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (2 paid modules)	\$55	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (3 paid modules)	\$80	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (4 paid modules)	\$105	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (5 paid modules)	\$130	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (6 paid modules)	\$160	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (7 paid modules)	\$185	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (8 paid modules)	\$210	\$0	N/A	N/A
ESRI Virtual Campus Training Course per seat (9 paid modules)	\$235	\$0	N/A	N/A
Virtual Campus - Annual Premium User License 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 User License 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
9.0 Small Government Enterprise License*				
*3 year subscription - available only to US domestic cities and counties with populations below 100,000				
Population 0 - 25,000	\$25,000/year	\$0	N/A	N/A
Population 25,001 - 50,000	\$35,000/year	\$0	N/A	N/A
Population 50,001 - 100,000	\$50,000/year	\$0	N/A	N/A
The program includes the below ESRI products and services which will have unlimited access during the term of the agreement.				
ArcGIS desktop products - ArcInfo, ArcEditor, ArcView				
ArcGIS desktop extensions - 3D Analyst, Spatial Analyst, Geostatistical Analyst, ArcScan, Publisher, Maplex, Network Analyst, Schematics and Job Tracking Extension				
ArcGIS server-based products - ArcGIS Server (advanced, standard, basic /workgroup enterprise)				

	License Price	Shipping & Handling Not to Exceed (Call for Quote)	Annual Maintenance	
			Primary (1st, 11th, 21st...)	Secondary (2-10, 12-20...)
ArcIMS				
ArcGIS Server Extensions -3D Analyst, Network Analyst, Spatial Analyst				
ArcGIS Engine Runtime Deployments				
ArcGIS Engine Runtime extensions — 3D Analyst, Spatial Analyst, Geodatabase Update, Network Analyst, ArcGIS Schematics and Maplex				
ESRI Developer Network - 1 annual subscription to the ESRI Developer Network (EDN).				
Instructor-Led Training - 5% discount on all courses at ESRI facilities				