

**MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT  
FOR OFF-THE-SHELF SOFTWARE  
BETWEEN  
INTERGRAPH CORPORATION  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

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This Master Software License and Services Agreement (hereinafter referred to as "Master Agreement") is entered into by and between Intergraph Corporation, a Delaware corporation having its principal offices at 170 Graphics Drive, Madison, Alabama 35758 (hereinafter referred to as "Contractor") 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 governmental agencies, governing authorities, and educational institutions of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

**WHEREAS**, Contractor is the sole source provider of the Software, Software maintenance and Services that may be provided under this Master Agreement;

**WHEREAS**, ITS and Contractor desire to enter into this Master Agreement which contains the terms and conditions which will govern any orders placed by the governmental agencies, governing authorities, and educational institutions within the state of Mississippi for Software, Documentation (hereinafter collectively referred to as "Products") and Services from Contractor;

**NOW THEREFORE**, in consideration of the mutual understandings, promises, consideration and agreements set forth, the Parties hereto agree as follows:

**ARTICLE 1 TERM OF AGREEMENT**

Unless terminated earlier as prescribed elsewhere herein, this Master Agreement will become effective on the date it is signed by all Parties (the "Effective Date") and will continue in effect for five (5) years thereafter (the "Initial Term"), or until all warranties provided by Contractor to Customer have expired, whichever occurs last. At the end of the Initial Term, the Master Agreement may, upon the written agreement of ITS and Contractor, be renewed for additional terms, the length of which will be agreed upon by the Parties. Contractor will notify ITS sixty (60) days in advance prior to the expiration of the Initial Term or any renewal term and ITS shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel this Master Agreement.

**ARTICLE 2 DEFINITIONS**

The following terms as used herein shall have the following meanings:

**2.1 "Contractor"** means Intergraph Corporation and its successors and assigns.

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**2.2 “Customer”** means in each instance, a governmental agency, educational institution or governing authority of the state of Mississippi who either (i) obtains a license from Contractor for the Software under this Master Agreement by submitting a Purchase Order or Work Order to Contractor, or (ii) engages Contractor to perform installation, integration, training, maintenance, and other like services pursuant to this Master Agreement.

**2.3 “Documentation”** means the published user and technical manuals and documentation that Contractor makes generally available for the Software.

**2.4 “Effective Date”** means the date on which this Master Agreement is fully executed by ITS and Contractor.

**2.5 “Enhancements”** means the fixes, updates, upgrades or new versions of the Software or Documentation that Contractor may provide to Customer under this Master Agreement.

**2.6 “ITS”** means the Mississippi Department of Information Technology Services.

**2.7 “Parties”** means ITS and Contractor collectively.

**2.8 “Products”** means the Software, Documentation, Enhancements and any copy of the Software, Documentation or Enhancements.

**2.9 “Purchase Order”** means the ordering document by which a Customer may purchase Software or Services available under this Master Agreement.

**2.10 “Services”** means installation, integration, training, consulting, and Software maintenance services available to Customer pursuant to this Master Agreement.

**2.11 “Software”** means the machine-readable object code version of the “off-the-shelf” computer programs, whether embedded on disc, tape or other media, and associated Documentation that is provided by Contractor pursuant to this Master Agreement. As used herein, Software as also includes any future Enhancements that Contractor may provide to Customer under this Master Agreement.

**2.12 “State”** means ITS and the Customer collectively.

**2.13 “Work Order”** means the document substantially in the form of Exhibit A, which is attached hereto and incorporated herein by reference, by which a Customer may request Services from Contractor. The Work Order incorporates the terms and conditions of this Master Agreement.

### **ARTICLE 3 MODIFICATION OR RENEGOTIATION**

This Master Agreement may be modified only by written agreement signed by the Parties hereto. The Parties agree to renegotiate the Master Agreement and pertinent Work Orders in the event that federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement necessary.

#### **ARTICLE 4 INCLUDED PARTIES**

Contractor will accept orders from and furnish the Software and Services under this Master Agreement to any governmental agency, governing authority or educational institution within Mississippi.

#### **ARTICLE 5 PRICING**

**5.1** A copy of Contractor's current list price document for Intergraph Products is attached hereto as Exhibit B and incorporated herein by reference and is valid for a period of one (1) year from the Effective Date of this Master Agreement. Unless otherwise clearly identified to Customer, the pricing in Exhibit B refers to the pricing of a perpetual license. From time to time during the term, but no less than once annually, the Parties may mutually agree in writing to modify, amend or replace Exhibit B. All information regarding proposed price changes shall be submitted to ITS, in writing. Any proposed increase in prices must be accompanied by documentation supporting such increase. If the proposed price or discount changes are accepted, ITS and Contractor shall enter into an amendment to this Master Agreement setting forth the revised pricing, with such new pricing becoming effective upon execution of the amendment by all Parties. The State shall be given the immediate benefit of any price decreases. In the event that the Parties cannot reach agreement on proposed price changes, the Contractor may elect to terminate this Master Agreement at the end of the one (1) year period as specified in Article 17.5 herein.

**5.2** The parties agree that some or all of the Products and Services on the price list attached as Exhibit B or mutually agreed upon updates to Exhibit B, may be published by ITS as the Intergraph Express Products List. The format and content of any such Express Products List will be with the mutual agreement of ITS and Contractor.

**5.3** The hourly rates for Services included in Exhibit B do not include travel expenses, which shall be estimated on each Work Order for Time and Materials Services, with such expenses not exceeding the estimated amount without the prior written approval of the Customer. All travel and per diem expenses will be invoiced by Contractor as they are incurred. Contractor shall use hotel facilities that are mutually agreeable to Contractor and Customer. It is understood by the parties that all travel and travel expenses must be pre-approved by Customer and shall not exceed the daily amounts allowed by the Mississippi Department of Finance and Administration.

#### **ARTICLE 6 ORDERS**

**6.1** The State does not guarantee that it will purchase any certain amount under this Master Agreement.

**6.2** When a Customer decides to procure any Software and/or Services from Contractor, the

Customer shall issue a Purchase Order or Work Order to be signed by Contractor and Customer. All Purchase Orders and Work Orders shall reference this Master Agreement and shall set forth the following: name of Customer and contact information; place of delivery; Purchase Order number; invoicing address; delivery schedule; Software or Services to be procured and the quantities thereof; the prices for same; the warranty period as provided by Contractor (if different from that provided herein); the specific details of the transaction, the Customer's designated contact, and any additional terms and conditions that apply to the specific project as agreed to in writing by the Contractor and Customer. Any additional terms and conditions contained in any Purchase Order or Work Order shall apply solely to the Software or Services being procured therein. All Purchase Orders and Work Orders shall be governed by, and incorporate by reference, the terms and conditions of this Master Agreement. Excluding better pricing and/or discounts which may be specified in a Purchase Order or Work Order, in the event of a conflict between the other terms and conditions in a Purchase Order or Work Order and this Master Agreement, the terms and conditions of this Master Agreement shall prevail. The terms and conditions of this Master Agreement shall supersede any conflicting terms and conditions set forth in any subsequent documents provided by Contractor or its subcontractors to Customer, and any pre-printed terms and conditions on the Customer's Purchase Order. The Parties agree that the Customer has the right to adjust the quantities of licenses procured based upon the availability of funding or as determined necessary by the Customer.

**6.3** Unshipped orders for Software may be canceled by Customer in whole or in part and without any penalty upon thirty (30) days written notice to Contractor. In the event an order for Services is cancelled, the Contractor will be paid for Services completed by Contractor and accepted by Customer prior to the date of receipt of notification of the cancellation.

## **ARTICLE 7 METHOD AND TIME OF PAYMENT**

**7.1** Once the Software has been accepted by Customer as prescribed in Article 8 herein, Contractor shall submit an invoice for the cost and shall certify that the billing is true and correct. The State may, at its sole discretion, require Contractor to submit invoices and supporting documentation electronically at any time during the term of this Master Agreement. Services will be invoiced as they are rendered and in accordance with any billing milestones stated in the Work Order. Customer agrees to pay Contractor 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. Payments by state agencies that make payments through the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically as directed by the State. Payments by SAAS agencies shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that Customer is exempt from the payment of taxes. No payment, including final payment, shall be construed as acceptance of defective Software or incomplete work, and Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article titled "Entire Agreement" herein.

**7.2** If payment of undisputed amounts is not made to Contractor within forty-five (45) days of



Customer's receipt of the invoice, Customer shall be liable to Contractor 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.

**7.3** Acceptance by Contractor of the last payment from the Customer under a Purchase Order or Work Order shall operate as a release of all claims for money against the State by Contractor and any subcontractors or other persons supplying labor or materials used in the performance of any Services under a Purchase Order or Work Order.

## **ARTICLE 8 DELIVERY, RISK OF LOSS, INSTALLATION, AND ACCEPTANCE**

**8.1** Products will be shipped FOB destination. Contractor shall bear all costs related to shipping and delivery. Contractor shall deliver the Products to the location specified by Customer and pursuant to the delivery schedule mutually agreed to by the Contractor and the Customer.

**8.2** Contractor shall assume and bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout its possession thereof.

**8.3** If installation by Contractor is required, Contractor shall provide Customer with an installation schedule identifying the date, time and location within the scheduling timelines agreed to by the Contractor and the Customer. Further, Contractor acknowledges that installation of the Products shall be accomplished with minimal interruption of Customer's normal day-to-day operations.

**8.4** Unless the same version of the Software license was previously purchased by the Customer, acceptance is considered to have occurred ten (10) working days after installation when the Products are installed by Contractor. When the Products are self-installed by the Customer, acceptance is considered to have occurred fifteen (15) working days after delivery unless the Customer notifies Contractor that the items fail to perform without defects. Notification of defects shall be provided via email to Kenneth Kavanaugh at [Kenneth.kavanaugh@intergraph.com](mailto:Kenneth.kavanaugh@intergraph.com). During the acceptance period, the Customer shall have the opportunity to evaluate and test the Product to confirm that it performs without any defects and performs in accordance with the Documentation. In the event the Products fail to perform as stated, the Customer shall immediately notify Contractor, who shall have ten (10) working days to correct the defects identified by the Customer. If Contractor is unable to repair or replace the defective items, the Customer shall be entitled to return the defective Product to Contractor and shall have the right to terminate the applicable Purchase Order or Work Order and this Master Agreement as to itself only.

## **ARTICLE 9 SCOPE OF LICENSE FOR OFF-THE-SHELF SOFTWARE**

**9.1** Subject to the terms and conditions of this Master Agreement and the respective Purchase Order or Work Order, Contractor hereby grants to Customer a non-exclusive, non-transferable,

perpetual license (unless otherwise specifically identified as a "term" license by Contractor at the time of sale) to use and copy for use the Products specified in the Purchase Order or Work Order for Customer's business operations. Customer may license additional Products by executing a new Purchase Order or Work Order and paying an additional license fee. It is understood that any term licenses shall commence on the date of the Customer's acceptance of the Software as specified in Article 8 herein, unless returned in accordance with Article 8. Contractor understands and agrees that Customer is also granted the following rights: (a) the right to make sufficient copies of such Products for safekeeping, back-up and disaster recovery purposes during its license term; (b) use of the disaster recovery copy of the Software during a disaster and for disaster recovery testing, and (c) the right to customize the Software or combine with other programs and modules in accordance with the Application Program Interface and Documentation that comes with the Software at Customer's risk.

**9.2** Customer acknowledges that the Software shall remain the exclusive property of Contractor, one of Contractor's subsidiaries, a Contractor supplier, or in third parties from whom Contractor has acquired license rights by the means of a software license, and are copyrighted and licensed (not sold). Customer acknowledges that it has no right to, nor interest in, the Software other than as expressly granted herein. Customer shall not remove any identification notices affixed to the Software or its packaging. Customer shall include Contractor's confidentiality and proprietary rights notices on any copies made of the Software.

**9.3** Customer agrees that except as noted herein, it will not otherwise use, reproduce, transmit, copy, translate, modify, adapt, decompile, disassemble, create derivative works, or reverse engineer any of the Software, in whole or in part, without the prior written consent of Contractor. Customer may not rent, lease, transfer, assign, sell or otherwise provide access to the Software or Materials, in whole or in part, on a temporary or permanent basis, except as otherwise permitted by this Master Agreement.

**9.4** Customer acknowledges that the Products are trade secrets and confidential information of Contractor. Neither the Products nor any physical media containing the Software may be used, copied, disclosed, broadcast, sold, re-licensed, distributed or otherwise published by Customer except as expressly permitted by this Master Agreement. Customer shall use reasonable efforts to maintain the confidential nature of the Products in accordance with this Master Agreement.

**9.5** The Parties agree that Customer shall be permitted to develop Customer proprietary software with interfaces to the licensed Software to be utilized by Customer in conjunction with the licensed Software. Such Customer proprietary software shall remain the exclusive property of the Customer.

**9.6** Customer may provide access to the Software or Documentation to any consultant or contractor of Customer, provided that the consultant or contractor is using the Software or Documentation solely for the benefit of Customer. All such consultants or contractors shall be bound in writing by the terms and conditions of this Master Agreement.

**9.7** If Customer receives another license agreement from Contractor for Software ordered pursuant to this Master Agreement, that license agreement shall be disregarded and shall be of no force and effect.

**9.8** Concurrent-Use Licenses: Concurrent-Use licenses allow for the checking in and checking out of the total available licenses to Customer. At any point, Customer may run as many copies of the Software as they have licenses. If the Software is enabled to be run in a disconnected mode, a user may check out a license for mobile or home use, thus reducing the total number of licenses available in the license pool until the license is checked back in. If the Software is not enabled to be run in a disconnected mode, the mobile or home computer will require a Node-Locked license. If the anticipated number of users of the Software will exceed the number of applicable licenses, and in the absence of a license manager tool incorporated in the Software, then Customer agrees to have a reasonable mechanism or process to assure that the number of persons using the Software concurrently does not exceed the number of licenses.

**9.9** Node-Locked Licenses: Node-locked licenses permit a single copy to be stored on hard disk and loaded for execution on a single designated workstation, or in the case of Software designed for use on a PDA, for execution on a single designated PDA. The default license type for Software is Node-Locked if no other license type is indicated.

**9.10** System-Use License: A System-Use license is an unlimited concurrent license on a system.

**9.11** In the case of Software intended for Web-based systems, the following applies:

- (a) Customer may run multiple Web applications with a single license;
- (b) Customer may distribute client side Web page plug-ins (e.g. ActiveX controls, Java applets) to end users;
- (c) For Node-Locked licenses, Customer may load the Software on multiple machines within a hardware cluster that is acting as a single web server, as long as Customer does not exceed the total number of map servers licensed;
- (d) For Concurrent-Use licenses, Customer may load the Software on multiple machines within a hardware cluster, including additional servers used to balance the processing. The description of "concurrent-use" for web based Software is contained in the product documentation;
- (e) For the "development" copy, Customer may use the Software for development and testing of Customer's web site only, and
- (f) Unless otherwise stated in the "Read-Me" file associated with the Software, Customer may copy and distribute the Java script source files only to support the Software's SVG (Scalable Vector Graphics) output and Customer's associated web sites, and Customer may prepare derivative works solely for their internal use.

## **ARTICLE 10 WARRANTIES**

**10.1** Contractor represents and warrants that it has the right to license the Products provided under this Master Agreement.

**10.2** Contractor represents and warrants that all Services performed hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Master Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from the performance of Service, perform the Services again, at no additional cost to the Customer, or if the Contractor is unable to perform the Services as warranted, the Contractor shall reimburse the Customer the fees paid to the Contractor for the unsatisfactory Services.

**10.3** Contractor represents and warrants that the Software shall not contain a disabling code, lockup program or device. Contractor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, with the exception of a license manager tool incorporated in concurrent use Software, or (b) take any step which would in any manner interfere with Customer's licensed use of the Software and/or which would restrict Customer from accessing its data files or in any way interfere with the transactions of Customer's business. For any breach of this warranty, Contractor at its expense shall, within five (5) working days after receipt of notification of the breach, deliver Software to Customer that is free of such disabling code, lockup program or device.

**10.4** Contractor represents and warrants to the best of its knowledge that the Software as delivered to Customer shall not contain a computer virus. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Software that will damage or destroy Customer's applications or data. For any breach of this warranty, Contractor at its expense shall, within five (5) working days after receipt of notification of the breach, deliver Software to Customer that is free of any virus, and shall be responsible for repairing, at Contractor's expense, any and all damage caused by the virus to Customer's site.

**10.5** For a period of ninety (90) days from acceptance of the Software by Customer, Contractor represents and warrants that the Software will operate free from defects and in accordance with its Documentation. Contractor's obligations pursuant to this warranty shall include, but are not limited to, the repair of all defects or the replacement of the Software at the expense of Contractor. In the event Contractor is unable to repair or replace the Software within fifteen (15) working days after receipt of notice of the defect, except for a Level Four problem, as defined below, or within such other period of time as may be mutually agreed upon, Customer shall be entitled to a refund of license fees for the defective Software and any maintenance fees paid for the defective Software, and shall have the right to terminate the Purchase Order or Work Order in whole or in part. Customer's rights hereunder are in addition to any other rights Customer may have. A Level Four problem is defined as a productive problem, mainly cosmetic in nature and workarounds or configurable options are available. Procedural workarounds will be made available within the fifteen (15) working days, but the program code correction will be made available in a future software release.

**10.6** Contractor represents and warrants that Customer shall receive a license to use the Software,

free from any adverse claims asserted by third parties.

**10.7** It is understood and agreed that all warranties provided for in this Master Agreement shall be cumulative; shall be deemed consistent and not in conflict; are intended to be given full force and effect, and are to be interpreted expansively to give the broadest warranty protection to Customer.

**10.8** It is understood that the Contractor does not warrant that the Software will meet Customer's needs or that Customer's operation of same will be uninterrupted or error free.

#### **ARTICLE 11 INFRINGEMENT INDEMNIFICATION**

**11.1** Contractor represents and warrants that neither the Products, their elements nor the use thereof violates or infringes on any copyright, patent, trade secret, trademark, or other proprietary right of any person or entity. Contractor, at its own expense, shall defend or settle any and all infringement actions filed against Contractor or Customer which involve the Products provided under this Master Agreement and shall pay all costs, attorney fees, settlements, damages and judgments finally awarded against Customer, provided that: (i) Customer promptly notifies Contractor in writing of any such claim of which it has knowledge; (ii) Contractor has, to the extent authorized by Mississippi law, sole control of the defense of any actions and negotiations related to the defense or settlement of any such claim, and (iii) Customer cooperates in the defense of the claim by supplying Contractor all relevant information currently available and in its possession, all at Contractor's expense.

**11.2** If Contractor believes that the Products are or will become the subject of an infringement claim, or in the event that use of the Products is enjoined, Contractor, at its own expense shall: (a) procure for Customer the right to continue using the Products, or upon failing to procure such right; (b) modify or replace the Products to make them non-infringing while maintaining substantially similar software functionality or data/informational content, or upon failing to secure either such right, (c) request Customer to return the infringing items to Contractor and Contractor shall refund the fees previously paid by Customer for the Products that the Customer may no longer use. Said refund shall be paid within ten (10) working days of notice to Customer to discontinue said use.

**11.3** Contractor shall have no indemnification obligations to Customer under this Article for any infringement resulting directly from: (a) the combination or use of the Product with other items not provided by Contractor; (b) material modification of the Product by someone other than Contractor, its agents, or subcontractors or Customer's employees who were working at Contractor's direction, or (c) use of an allegedly infringing version of the Product if the alleged infringement would have been avoided by the use of a different version Contractor made available to Customer at no cost to Customer, as long as the new or corrected version did not adversely affect the Customer's system's functionality.

#### **ARTICLE 12 EMPLOYMENT STATUS**

**12.1** Contractor shall, during the entire term of this Master Agreement, be construed to be an

independent contractor. Nothing in this Master Agreement is intended to nor shall it be construed to create an employer-employee relationship, partnership, agency, or joint venture relationship.

**12.2** Contractor represents that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the required duties identified in a Purchase Order or Work Order. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Customer. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

**12.3** Any person assigned by Contractor to perform the Services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, request a substitute employee be provided in place of any Contractor employee performing services under this Master Agreement.

### **ARTICLE 13 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any Contractor employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of Customer's staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations to install or repair Products shall be covered by Contractor's comprehensive general liability insurance policy.

### **ARTICLE 14 CHANGE ORDER RATE AND PROCEDURE**

**14.1** It is understood that the Customer may, at any time by a written order, make changes in the scope of the project that is the subject of a Work Order. No changes in scope are to be conducted or performed by Contractor except by the express written approval of the Customer. Contractor shall be obligated to perform all changes requested by the Customer which have no price or schedule effect.

**14.2** Contractor shall have no obligation to proceed with any change that has a price or schedule effect until Contractor and Customer have mutually agreed in writing thereto. Neither the Customer nor Contractor shall be obligated to execute such a change order; and if no such change order is executed, Contractor shall not be obliged or authorized to perform services beyond the scope of the Work Order and the contract documents.

**14.3** With respect to any change orders issued in accordance with this Article, Contractor shall be compensated for work performed under a change order in accordance with the hourly change order rates specified in Exhibit B. If there is a Service that is not defined in the change order rates, Contractor and Customer will negotiate the rate. Contractor shall invoice the Customer upon acceptance by the Customer of all work documented in the change order.

**14.4** Upon agreement of the Contractor and Customer to enter into a change order, they will

execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work. The price of the work to be performed under any change order will be determined based upon the change order rate. The project work plan will be revised as necessary.

**14.5** Contractor will include in the progress reports delivered pursuant to the project, the status of work performed under all then current change orders.

**14.6** In the event Contractor and the Customer enter into a change order which increases or decreases the time required for the performance of any part of the work under the project, Contractor shall submit to the Customer a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

**14.7** The Customer shall promptly review all revised project work plans submitted, and shall notify Contractor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from Contractor or within such other time period as may be agreed upon by Contractor and Customer.

## **ARTICLE 15 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

**15.1** In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the Parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for any given Customer project. The Customer is only required to negotiate with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

**15.2** Neither Customer nor Contractor may assign or otherwise transfer the Purchase Order, Work Order, this Master Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. The Purchase Order, Work Order, and this Master Agreement shall be binding upon the Parties' respective successors and assigns.

**15.3** Contractor must obtain the written approval of ITS before subcontracting any portion of the Purchase Order, Work Order, or this Master Agreement. No such approval by ITS of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the price agreed upon in the Purchase Order/Work Order. All subcontracts shall incorporate the terms of the applicable Purchase Order/Work Order and this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that Customer may deem necessary.

**15.4** Contractor represents and warrants that any subcontract agreement Contractor enters into

shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with Contractor. Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

**15.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between Contractor and the Customer, where such dispute affects the subcontract.

#### **ARTICLE 16 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of Customer to proceed under this Master Agreement and the Purchase Order/Work Order is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the fulfillment of this Master Agreement and the Purchase Order/Work Order are, at any time, not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Master Agreement, Customer shall have the right to immediately terminate the Purchase Order/Work Order and this Master Agreement as to itself only, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under the Purchase Order/Work Order and this Master Agreement. Such termination shall not constitute an event of default under this Master Agreement. In the event of termination due to unavailability of funds, Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed by Contractor in connection with the applicable Purchase Order/Work Order and accepted by Customer prior to the date of receipt of notification of termination.

#### **ARTICLE 17 TERMINATION**

**17.1 Termination Upon Mutual Agreement:** A Purchase Order/Work Order may be terminated in whole or in part upon the mutual written agreement of Contractor and the Customer.

**17.2 Termination Due To Bankruptcy:** Should Contractor become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or execute an assignment for the benefit of its creditors, the Customer may, upon the giving of thirty (30) calendar days prior written notice, terminate a Purchase Order/Work Order and this Master Agreement without the assessment of penalties, solely as between those two entities.

**17.3 Termination Other Than For Cause:** A Customer may terminate a Purchase

14m



Order/Work Order and this Master Agreement as to itself only, in whole or in part and without the assessment of penalties, for any reason by giving thirty (30) calendar days written notice specifying the effective date thereof to Contractor. In that event, the Contractor will be paid for any Software delivered by Contractor and accepted by Customer prior to the date of receipt of notification of termination, as well as any Services satisfactorily completed by Contractor in connection with the applicable Purchase Order/Work Order and accepted by Customer prior to the date of receipt of notification of termination.

**17.4 Termination For Cause:** If Contractor or Customer fail to comply with the terms and conditions of the Purchase Order/Work Order or this Master Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate the Purchase Order/Work Order and this Master Agreement solely as between those two entities. The non-defaulting party may also pursue any remedy available to it in law or in equity.

**17.5 Termination of Master Agreement:** ITS or Contractor may terminate this Master Agreement without the assessment of penalties for any reason after giving thirty (30) calendar days written notice specifying the effective date thereof to the other party, but any Purchase Order/Work Order entered into prior to the termination date of this Master Agreement shall survive the termination of the Master Agreement. The terms of this Master Agreement shall survive its termination/expiration with respect to any un-expired Purchase Order/Work Order.

**17.6 Refund Of Unexpended Fees:** Upon termination of a Purchase Order/Work Order, Contractor shall refund any and all applicable unexpended pro-rated maintenance/service fees previously paid by the Customer.

## **ARTICLE 18 GOVERNING LAW**

This Master Agreement and each Purchase Order/Work Order shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. By signing this Master Agreement, Contractor hereby consents to the in personam jurisdiction of said court. Contractor expressly agrees that under no circumstances shall Customer or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Master Agreement shall affect any statutory rights Customer or Contractor may have that cannot be waived or limited by contract.

## **ARTICLE 19 WAIVER**

Failure of the State or Contractor to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Master Agreement. A waiver by the State to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

## **ARTICLE 20 SEVERABILITY**

If any term or provision of a Purchase Order/Work Order or this Master Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the Purchase Order/Work Order or this Master Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the Customer's purpose for entering into the Purchase Order/Work Order can be fully achieved by the remaining portions of the Purchase Order/Work Order that have not been severed.

## **ARTICLE 21 CAPTIONS**

The captions or headings in this Master Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Master Agreement.

## **ARTICLE 22 THIRD PARTY ACTION NOTIFICATION**

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit filed or any claim being made against Contractor by any entity that may result in litigation related in any way to the Purchase Order/Work Order or this Master Agreement, and/or which may affect Contractor's performance under the Purchase Order/Work Order and this Master Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Master Agreement, and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

## **ARTICLE 23 AUTHORITY TO CONTRACT**

Contractor warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Master Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under a Purchase Order/Work Order and this Master Agreement.

## **ARTICLE 24 NOTICE**

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by facsimile provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Mr. David L. Litchlitter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. Contractor's address for notice is: Mr. Kenneth J. Kavanaugh, Contracts Manager, Intergraph Corporation, 7976 Lawrence, West Bloomfield, Michigan 48322. Notice shall be deemed given when actually received or when refused. The Parties agree to promptly notify each other in writing of any change of address or points of contact.

## **ARTICLE 25 RECORD RETENTION AND ACCESS TO RECORDS**

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Master Agreement and the Purchase Order/Work Order. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, accountants or attorneys, shall, at their expense and upon prior reasonable notice to Contractor, have access to any of Contractor's books, documents, papers and/or records that are pertinent to the Purchase Order/Work Order and this Master Agreement to make audits, examinations, excerpts and transcriptions at Contractor's office where such records are kept during Contractor's normal business hours. All records relating to this Master Agreement and the Purchase Order/Work Order shall be retained by Contractor for three (3) years from the date of receipt of final payment under this Master Agreement and the Purchase Order/Work Order. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

## **ARTICLE 26 INSURANCE**

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

## **ARTICLE 27 DISPUTES**

**27.1** Should disputes arise with respect to a Purchase Order/Work Order or this Master Agreement, Contractor and Customer agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Contractor and Customer agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all of their responsibilities under the Purchase Order/Work Order and/or this Master Agreement. Should Contractor fail to continue without delay to perform its responsibilities under the Purchase Order/Work Order and/or this Master Agreement in the accomplishment of all work, any additional costs incurred by Contractor or Customer as a result of such failure to proceed shall be borne by Contractor and Contractor shall make no claim against Customer for such costs.

**27.2** If Contractor and Customer cannot resolve a dispute within ten (10) calendar days following written notification by either party of the existence of said dispute, then the following procedure shall apply:

**A.** Contractor and Customer agree to resolve such matters through submission of their dispute to the Executive Director of ITS, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to Contractor and Customer within ten (10) calendar days after presentation of such dispute for his/her decision.

**B.** The Executive Director's decision shall not be a final determination of the Contractor and Customer's rights and obligations under the terms of this Master Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies available it may have at law or in equity.

#### **ARTICLE 28 COMPLIANCE WITH LAWS**

Contractor shall comply with, and all activities under a Purchase Order/Work Order and this Master Agreement shall be subject to all Customer policies and procedures of which Contractor has knowledge, and all applicable federal, state and local laws and regulations as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the Purchase Order/Work Order and this Master Agreement because of race, creed, color, sex, age, national origin or disability.

#### **ARTICLE 29 CONFLICT OF INTEREST**

Contractor shall notify Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Customer's satisfaction, Customer reserves the right to terminate the Purchase Order/Work Order and this Master Agreement as to itself only.

#### **ARTICLE 30 SOVEREIGN IMMUNITY**

By entering into this Master Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

#### **ARTICLE 31 CONFIDENTIAL INFORMATION**

**31.1** Contractor shall treat all Customer data and information to which it has access by its performance under the Purchase Order/Work Order and this Master Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of the Purchase Order/Work Order or this Master Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in the Purchase Order/Work Order or this Master Agreement on behalf of, or under the rights of the Contractor following any termination or completion of the Purchase Order/Work Order or this Master Agreement.

**31.2** It is understood by Contractor that copies of this executed Master Agreement may be distributed to the governmental agencies, governing authorities, and educational institutions of the State of Mississippi.

## **ARTICLE 32 EFFECT OF SIGNATURE**

Each person signing a Purchase Order/Work Order or this Master Agreement represents that he or she has read the Purchase Order/Work Order and this Master Agreement in its entirety, understands its terms, is duly authorized to execute the Purchase Order/Work Order or this Master Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, the Purchase Order/Work Order and this Master Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

## **ARTICLE 33 FORCE MAJEURE**

Both Contractor and the Customer shall have no liability and shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation, acts of God, strikes, lockouts, riots, acts of war, the public enemy, or terrorism, civil disturbances, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods or other natural disasters (the "Force Majeure Events"). Delays in delivery or in meeting completion dates due to Force Majeure Events shall extend such dates as mutually agreed to by the Contractor and Customer.

## **ARTICLE 34 STATE PROPERTY**

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to any Purchase Order/Work Order. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

## **ARTICLE 35 NEWS RELEASES**

News releases pertaining to a Purchase Order/Work Order or this Master Agreement or the products, study, data, or project to which it relates will not be made without the State's prior written approval, and then only in accordance with the explicit written instructions from the State.

## **ARTICLE 36 SURVIVAL**

Articles 9, 10, 11, 18, 25, 30, 31, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of the Purchase Order/Work Order or this Master Agreement.

## **ARTICLE 37 ENTIRE AGREEMENT**

**37.1** This Master Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the Parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media or electronic version of Contractor-furnished Software, or any "click-wrap" or "browse-wrap" license presenting in connection with a purchase via the internet. The Purchase Order/Work Order is hereby incorporated into and made a part of this Master Agreement as far as the individual Customer is concerned.

**37.2** The Master Agreement made by and between the Parties hereto shall consist of, and

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precedence is hereby established by the order of the following:

- A. This Master Agreement signed by Contractor and ITS;
- B. Any Exhibits attached to this Master Agreement;
- C. The Purchase Order/Work Order signed by Contractor and Customer, and
- D. The Published Intergraph Express Products List.

**37.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Master Agreement") and the lowest document is listed last ("D. The Published Intergraph Express Products List").

#### **ARTICLE 38 DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Master Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

#### **ARTICLE 39 NON-SOLICITATION OF EMPLOYEES**

Both Contractor and Customer agree not to employ or to solicit for employment, directly or indirectly, any of the other party's employees until at least one (1) year after the expiration/termination of the Purchase Order/Work Order unless mutually agreed to the contrary in writing by the Customer and Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government. This Article is not intended to prevent either party from employing an individual who responds to a public notice or who approaches the hiring party on his/her initiative to seek employment.

## **ARTICLE 40 NETWORK SECURITY**

Contractor and Customer understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Master Agreement, Contractor and Customer agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device ( i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Contractor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on Contractor's premises. The Parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require Contractor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

## **ARTICLE 41 SOFTWARE MAINTENANCE**

**41.1** Contractor agrees to provide Software maintenance at the prices listed in the Exhibit B which is attached hereto and incorporated herein by reference. Contractor shall offer Software maintenance at the Software support level specified in the Purchase Order/Work Order and as defined in this Master Agreement. Unless covered by an existing and separate maintenance agreement between the Customer and Contractor, the following maintenance terms shall apply.

**41.2** Premium Service: Software support will be provided to the Customer during the hours of 7:00 A.M. to 6:00 P.M. (Central Time) Monday through Friday, excluding holidays observed by the State of Mississippi and Contractor. Software Support will include the following for all software products listed on the Purchase Order/Work Order: (a) unlimited support via Help Desk (standard business hours) or Web; (b) twenty-four (24) hours per day seven (7) days per week access to problem Knowledge Base, an on-line self-help tool; (c) the ability to perform Web queries, submit updates, and obtain status of service requests twenty-four (24) hours per day, seven (7) days per week, and (d) software upgrades. Support services are limited to specific products as shown on the Contractor's Quote functioning on the appropriate Contractor supported operating system. Contractor will provide upgrades when made available by Contractor, for which Premium Service has been purchased. Upgrades refer to subsequent releases to the Software products covered under this Master Agreement. It is understood by the Parties that Premium Service may not be available for all Software products.

**41.3** Excluded Services: Software support for the following are outside the scope of Software Maintenance Services and may be available at an additional charge: (a) system installation (hardware/software platforms); (b) network configuration support for third party products not sold to the Customer by Contractor; (c) system-level tuning and optimization; (d) programming development, and (e) customization. Further, Software maintenance provided by Contractor under this Master Agreement shall not include support calls that are necessary due to the failure of software

not supplied by Contractor and not covered in this Master Agreement.

**41.4** Sixty (60) days prior to the expiration of the initial Software maintenance period or any renewal term thereof, Contractor shall notify the Customer in writing of the impending expiration and Customer shall have thirty (30) days in which to notify Contractor of its intentions to either renew or cancel any further Software maintenance. The cost for Software maintenance and/or licenses shall not increase by more than five percent (5%) per year.

**41.5** Software reinstatement fees will be applicable if there is a lapse in maintenance service. Contractor will provide a quote upon request. It is understood that in no event will the reinstatement fee exceed the pro-rated maintenance fees that would have occurred since the lapse in maintenance services or since the purchase of the Software.

**41.6** Maintenance cannot be declined for individual Software licenses that have been installed multiple times at one site or for Software licenses, which are being used interdependently from one site.

**41.7** Customer may remove any Software product from maintenance at the annual renewal of the maintenance agreement. Further, Customer may terminate a maintenance agreement upon thirty (30) days written notice to Contractor. In that event, Contractor shall refund to the Customer any and all applicable unexpended pro-rated maintenance fees previously paid by Customer.

**41.8** When ordered, Customer will pay Contractor annually for Software maintenance services. Charges for Software added during any annual maintenance period shall be pro-rated to the remaining months of the annual maintenance period.

## **ARTICLE 42 SERVICES AND KEY PERSONNEL**

**42.1** During this Master Agreement, Customer may desire for Contractor to perform Services in support of Software provided by Contractor. Customer and Contractor will negotiate a Work Order to perform the Services using the following process:

**42.1.1** Customer will request Contractor to conduct Services by submitting a written request to Contractor specifying the Services requested, as well as start and delivery dates and any desired deliverables.

**42.1.2** Within five (5) business days of Contractor's receipt of the request, or within a longer time frame if specified in the request, the Contractor shall respond to the Customer's request. The Contractor shall submit to the Customer for its approval, a detailed proposal for performing the Services requested, either on a time and materials or firm fixed price basis. For time and materials services, the Contractor shall also include an amount for reasonable travel and travel-related expenses ("Travel Expenses") necessary to complete the Services requested in the Work Order. The Contractor shall also designate Key Persons to perform



the Services requested in the Work Order.

**42.1.3** Customer and Contractor will negotiate the final terms of a Work Order, using the form attached as Exhibit A, based upon the Contractor's proposal. Contractor shall proceed with Services only upon written approval of Work Order from the Customer.

**42.2** Contractor shall perform the Services as set forth in a Work Order in accordance with the dates set forth in the Work Order. Contractor shall deliver deliverables as set forth in the Work Order by no later than the date set for delivery in the Work Order. Contractor shall perform Services on-site at a Customer-designated facility in Jackson, Mississippi, unless directed otherwise by such Work Orders.

**42.3** Contractor agrees to perform the Services at the rates listed in Exhibit B, subject to the price adjustments allowed under this Master Agreement. Other than Travel Expenses, as defined above, the Customer shall not pay for other expenses for Services.

**42.4** The Parties agree that the Contractor shall make available the Key Personnel designated in the Work Order to provide expertise, experience, judgment and personal attention in conducting the Services, which Key Personnel shall remain on the project until its completion. In providing Services, Contractor shall manage personnel, including Key Personnel, in accordance with this Article 42.

**42.5** This Key Personnel provision applies to all Services provided by Contractor to Customer excluding Maintenance Agreements. Contractor shall exercise due care to choose and manage its personnel and ensure that permitted subcontractors choose and manage their personnel so that only suitably responsible, professionally competent, and disciplined representatives shall be operating in state agency areas, many of which have sensitive and critical activities.

**42.6** Contractor acknowledges and agrees that Contractor shall not re-assign or transfer any personnel designated by Customer as "Key Personnel" to other duties or positions such that the Key Personnel is no longer available to provide Customer with his or her expertise, experience, judgment, and personal attention, without first obtaining Customer's prior written consent to such re-assignment or transfer, which Customer shall not unreasonably deny. In the event Contractor requests that Customer approve a re-assignment or transfer of Key Personnel, Customer shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacements for the Key Personnel. Any approved substitute or replacement for a Key Personnel shall be deemed Key Personnel under this Master Agreement.

#### **ARTICLE 43 SOURCE CODE PROTECTION**

If at any time Contractor shall determine to or shall: (i) cease to do business for any reason, unless a successor to Contractor elects to perform the maintenance services in accordance with the terms and conditions of this Agreement; (ii) discontinue maintenance of any current version of Software, unless another party elects to perform the maintenance services in accordance with the same terms

and conditions of this Agreement (iii) liquidate; or (iv) sell substantially all of its assets (except under circumstances where there shall be substantial continuity of management or provision satisfactory to Customer shall have been made for the continued services by Contractor), then in any of the foregoing instances Contractor or its successor, receiver or other representative, as applicable, upon the receipt by Contractor of written demand from Customer, shall deliver to Customer a true and correct copy of the most recent version of the source code for the Contractor maintained Software, an executable machine readable version of the Software, program Documentation sufficient to allow a competent programmer to use and maintain the source code programs ("Deposited Programs"). Contractor shall, throughout the term of this Master Agreement, keep the Deposited Programs fully current by incorporating every update, correction or new release. Customer shall treat such Deposited Programs as confidential information to the fullest extent authorized by the Mississippi Public Records Law. Upon taking possession of the source code hereunder, the Customer agrees that such source code will be subject to the restrictions of transfer, sale, and reproduction placed on the Software itself as stated herein. Notwithstanding such delivery to Customer, the Deposited Programs shall remain the property of Contractor or its successor. Customer, and its consultants and contractors, shall have the right to use the Deposited Programs in conjunction with and to update, modify and otherwise support the Software.

#### **ARTICLE 44 MOST FAVORED NATIONS**

The license fees, prices, warranties, terms and conditions granted by Contractor to Customer must be comparable to or better than those offered by Contractor to other customers of Contractor who contract for similar software and services under substantially similar terms or conditions to those set forth in this Master Agreement. If, prior to any shipment of the Software under this Master Agreement, Contractor announces a general license fee or price reduction or makes available generally more favorable warranties, terms or conditions with respect to the Software and related Services, Contractor shall grant Customer the benefit of such new license fees, prices, warranties, terms and conditions on the date the change becomes effective.

#### **ARTICLE 45 STATUTORY AUTHORITY**

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer's or Contractor's contractual obligations, financial or otherwise, contained within a Purchase Order/Work Order or this Master Agreement.

For the faithful performance of the terms of this Master Agreement, the Parties have caused this Master Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of  
Information Technology Services, on  
behalf of the agencies and institutions  
of the State of Mississippi**

By: David L Litchliter  
Authorized Signature *by rep*

Printed Name: David L. Litchliter

Title: Executive Director

Date: 6-4-2007

**Intergraph Corporation**

By: KJ Kavanagh  
Authorized Signature

Printed Name: KENNETH J. KAVANAUGH

Title: CONTRACTS MANAGER

Date: 6-1-07

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## EXHIBIT A- -Work Order Example

Work Order # \_\_\_\_\_ Master Agreement# \_\_\_\_\_,

This Work Order hereby incorporates by reference all of the terms and conditions contained in the Master Agreement between the State of Mississippi and Intergraph, Effective Date \_\_\_\_\_.

Work Order Description: \_\_\_\_\_.

Effective Date of Work Order: the date on which this Work Order is fully executed and approved in accordance with applicable laws, rules and regulations. **No Work shall occur until signed by all parties named herein.**

Completion Date of Work Order: \_\_\_\_\_.

Compensation:

*Firm Fixed Price Services:* The maximum, not-to-exceed compensation payable to Contractor under this Work Order is \$ \_\_\_\_\_, and is more particularly described in the Statement of Work.

*Time and Materials Services:*

- Hourly Rates:
- Travel Expenses

For time and materials services Contractor will use its best level of effort to complete the services within the number of hours being purchased. In the event that additional hours are needed, and the Customer elects to have the Contractor continue work, the Customer and Contractor will agree to amend this Work Order to add the additional hours at the hourly rates stated above.

Contractor's Key Person(s): \_\_\_\_\_

**STATEMENT OF WORK** is attached, and incorporated by this reference. *Please include assumptions & expectations; roles and responsibilities; tasks; deliverable(s); deliverable due date(s); standards for Work acceptance; and task breakdown, showing hours per task, estimated cost per task, and staff classifications and names assigned to each task. The Work must be within the scope of the underlying Master Agreement, with the addition of identifying details for place, time, delivery, etc.*

By signing below, the parties acknowledge acceptance of the terms of this Work Order.

Customer: INSERT NAME OF AGENCY

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Intergraph Corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**  
**INTERGRAPH PRICING FOR MASTER AGREEMENT**

<b>Part Number</b>	<b>Description</b>	<b>List Price</b>	<b>Monthly Maintenance Price</b>	<b>State of MS Price - Includes 15% Discount and 90 Day Warranty</b>
<b><u>SOFTWARE</u></b>				
SFT001000	Z/I Imaging Core S/W Development Kit (ZISDK)	\$250	N/A	\$213
SFT00200	PhotoScan Operational S/W: Not sold separately.	\$10,411	\$137	\$8,849
SFT00202	AutoScan	\$26,029	\$343	\$22,125
SFT00300	Photogrammetric Manager NL	\$1,045	\$15	\$888
SFT00300-E	Photogrammetric Manager NL - Edu	\$68	\$6	\$58
SFT00301	Model Setup NL	\$5,207	\$69	\$4,426
SFT00302	Digital Mensuration NL	\$15,618	\$206	\$13,275
SFT00302-E	Digital Mesuration NL - Edu	\$792	\$14	\$673
SFT00304	Stereo Display NL	\$6,330	\$110	\$5,381
SFT00304-E	Stereo Display NL - Edu	\$424	\$8	\$360
SFT00306	Feature Collection NL	\$1,563	\$21	\$1,329
SFT00306-E	Feature Collection NL - Edu	\$93	\$6	\$79
SFT00307	DTM Collection NL	\$6,249	\$83	\$5,312
SFT00307-E	DTM Collections NL - Edu	\$318	\$6	\$270
SFT00308	Automatic Elevations NL	\$12,906	\$302	\$10,970
SFT00308-E	Automatic Elevations NL - Edu	\$1,160	\$20	\$986
SFT00309	Base Rectifier NL	\$5,207	\$69	\$4,426
SFT00309-E	Base Rectifier NL - Edu	\$268	\$6	\$228
SFT00314	OrthoPro NL	\$10,411	\$137	\$8,849

SFT00314-E	OrthPro NL - Edu		\$530	\$10	\$451
SFT00315	OrthPro NL Exchange from Base Rectifier NL		\$5,411	\$137	\$4,599
SFT00324	Digital Mensuration NL Exchange from Model Setup NL		\$10,618	\$206	\$9,025
SFT00325	Stereo Viewer for GeoMedia NL		\$2,087	\$29	\$1,774
SFT00328	Satellite Triangulation NL		\$10,501	\$167	\$8,926
SFT00328-E	Satellite Triangulation NL - Edu		\$527	\$9	\$448
SFT00329	Stereo for GeoMedia NL		\$4,168	\$56	\$3,543
SFT00329-E	Stereo for GeoMedia - Educ		\$215	\$5	\$183
SFT00330	Triangulation Competitive S/W Replacement Package		\$7,500	TBD	\$6,375
SFT00331	ISAT Triangulation Competitive S/W Replacement Package		\$14,000	TBD	\$11,900
SFT00332	Feature Collection Competitive S/W Replacement Package		\$7,000	TBD	\$5,950
SFT00333	DTM Collection Competitive S/W Replacement Package		\$11,500	TBD	\$9,775
SFT00334	Ortho Competitive S/W Replacement Package		\$7,500	TBD	\$6,375
SFT00335	Ortho Competitive S/W Replacement Package inc. GeoMedia		\$8,500	TBD	\$7,225
SFT00400	I/RAS C NL		\$2,864	\$38	\$2,434
SFT00400-E	I/RAS C - NL - Edu		\$114	\$38	\$97
SFT00446	Image Viewer - NL		\$519	\$8	\$441
SFT00446-E	Image Viewer - NL - Edu. only		\$24	\$8	\$20
SFT00451	MGE Terrain Analyst		\$5,207	\$69	\$4,426
SFT00451-E	MGE Terrain Analyst - Edu. only		\$207	\$69	\$176
SFT00451-X	Exchange MSM-CLIX or MGM-NT for MTA-NT		\$0	TBD	\$0
SFT00527	Image Analyst NL		\$6,249	\$83	\$5,312
SFT00527-E	Image Analyst - NL - Edu. only		\$249	\$83	\$212
SFT00527-XC	Exchange I/RAS C for Image Analyst NL		\$3,499	\$83	\$2,974
SFT00724	TerraShare Raster (TSR)		\$530	\$10	\$451
SFT00724UNL	TerraShare Raster - Unlimited		\$210,002	\$3,334	\$178,502
SFT00725	TerraShare Server (TSS)		\$10,516	\$172	\$8,939
SFT00725BCK	TerraShare Server - Backup License		\$0	\$0	\$0
SFT00725CAL	TerraShare Server - Client Access License		\$530	\$10	\$451
SFT00725CALRS-C	TerraShare Server - Client Access License for RSP/RSC		\$0	TBD	\$0
SFT00725CALUNL	TerraShare Server - Client Access License - Unlimited		\$105,160	\$1,720	\$89,386

SFT00725RDT	TerraShare Server - Redundant License	\$7,360	\$120	\$6,256
SFT00729	TerraShare Advanced Server	\$15,774	\$258	\$13,408
SFT00736	PhotoFoundation SDK with Bulk Orientation	\$7,809	\$103	\$6,638
SFT00738	Automatic Triangulation NL	\$23,739	\$413	\$20,178
SFT00738C	Automatic Triangulation NL - Component	\$1,239	\$413	\$1,053
SFT00738-E	Automatic Triangulation NL - Edu	\$1,578	\$26	\$1,341
SFT00739	Automatic Triangulation NL Exchange from Dig Mensuration NL	\$8,739	\$413	\$7,428
SFT00802	ImageStation Elevations Engine (ISEE)	\$5,258	\$86	\$4,469
SFT00912	TerraShare Web (TSW)	\$12,618	\$206	\$10,725
SFT00917C	TerraShare Personal Edition - Component	\$0	TBD	\$0
SFT11300	Photogrammetric Manager CC	\$1,254	\$18	\$1,066
SFT11300C	Photogrammetric Manager CC - Component	\$0	TBD	\$0
SFT11300-X	Photogrammetric Manager NL Exchange to Photo Manager CC	\$254	\$18	\$216
SFT11301	Model Setup CC	\$6,249	\$83	\$5,312
SFT11301-X	Model Setup NL Exchange to Model Setup CC	\$1,249	\$83	\$1,062
SFT11302	Digital Mensuration CC	\$18,744	\$248	\$15,932
SFT11302-X	Digital Mensuration NL Exchange to Digital Mensuration CC	\$3,744	\$248	\$3,182
SFT11304	Stereo Display CC	\$7,596	\$132	\$6,457
SFT11304C	Stereo Display CC - Component	\$396	\$132	\$337
SFT11304-X	Stereo Display NL Exchange to Stereo Display CC	\$1,596	\$132	\$1,357
SFT11306	Feature Collection CC	\$1,875	\$25	\$1,594
SFT11306-X	Feature Collection NL Exchange to Feature Collection CC	\$375	\$25	\$319
SFT11307	DTM Collection CC	\$7,497	\$99	\$6,372
SFT11307-X	DTM Collection NL Exchange to DTM Collection CC	\$1,497	\$99	\$1,272
SFT11308	Automatic Elevations CC	\$15,489	\$363	\$13,166
SFT11308C	Automatic Elevations CC - Component	\$1,089	\$363	\$926
SFT11308-X	Automatic Elevations NL Exchange to Automatic Elevations CC	\$3,489	\$363	\$2,966
SFT11309	Base Rectifier CC	\$6,249	\$83	\$5,312
SFT11309-X	Base Rectifier NL Exchange to Base Rectifier CC	\$1,249	\$83	\$1,062
SFT11314	OrthoPro - CC	\$12,495	\$165	\$10,621
SFT11314-X	OrthoPro NL Exchange to OrthoPro CC	\$2,495	\$165	\$2,121

SFT11315	Exchange Upgrade ISBR - CC for ISOP - CC	\$6,495	\$165	\$5,521
SFT11315-X	Exchange Upgrade ISBR - NL for ISOP - CC		\$165	\$6,371
SFT11319	OrthoPro CC for Distributed Processing (DP)	\$7,495	\$62	\$2,708
SFT11324	Digital Mensuration CC Exchange from Model Setup CC	\$3,186	\$248	\$10,832
SFT11324-X	Digital Mensuration CC Exchange from Model Setup NL	\$12,744	\$248	\$11,682
SFT11325	Stereo Viewer for GeoMedia CC	\$13,744	\$35	\$2,129
SFT11325-X	Stereo Viewer NL Exchange to Stereo Viewer CC	\$2,505	\$35	\$429
SFT11328	Satellite Triangulation CC	\$505	\$200	\$10,710
SFT11329	Stereo for GeoMedia CC	\$12,600	\$66	\$4,248
SFT11400	I/RAS C - CC	\$4,998	\$38	\$2,434
SFT11446	Image Viewer - CC	\$2,864	\$8	\$441
SFT11446C	Image Viewer CC - Component	\$519	\$8	\$20
SFT11451	MGE Terrain Analyst - CC	\$24	\$69	\$4,426
SFT11527	Image Analyst - CC	\$5,207	\$83	\$5,312
SFT11527-XC	Exchange I/RAS C for Image Analyst CC	\$6,249	TBD	\$2,763
SFT11738	Automatic Triangulation CC	\$3,250	\$495	\$24,212
SFT11738-X	Automatic Triangulation NL Exchange to Auto Triangulation CC	\$28,485	\$495	\$5,087
SFT11739	Automatic Triangulation CC Exchange from Dig Mensuration CC	\$5,985	\$495	\$8,912
SFT11739-X	Automatic Triangulation CC Exchange from Dig Mensuration NL	\$10,485	\$495	\$11,462
SFT11907	PPS CC Software	\$13,485	\$691	\$44,262
SFT11920	Z/I Mission CC Mission Planning Software	\$52,073	\$100	\$5,355
SFT11921	Upgrade Z/I Mission CC Mission Planning Software	\$6,300	\$100	\$2,805
SJBX509A2H0600A	GeoMedia Classroom Plus CC - Edu - 25 Lic - Eng	\$3,300	\$30	\$2,159
SJBX509A2H0601A	GeoMedia CC - Classroom Plus - Eng	\$2,540	\$30	\$2,159
SJBX509AA-0600A	GeoMedia CC - English	\$2,540	\$36	\$2,217
SJBX509AA-0600B	GeoMedia CC - English - Upg	\$2,608	\$36	\$942
SJBX509AA-0600C	GeoMedia CC - English - Component	\$1,108	\$36	\$92
SJBX509AA-0601A	GeoMedia CC - Eng	\$108	\$36	\$2,217
SJBX509AA-0601B	GeoMedia CC - Upg - Eng	\$2,608	\$36	\$942
SJBX509AAU0600A	GeoMedia CC - 10 Pack - English	\$1,108	\$336	\$20,407
SJBX509AAU0600B	GeoMedia CC - 10 Pack - English - Upg	\$24,008	\$336	\$8,677

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SJBX509AAU0601A	GeoMedia CC - 10 Pack - Eng	\$24,008	\$336	\$20,407
SJBX509AAU0601B	GeoMedia CC - 10 Pack - Upg - Eng	\$10,208	\$336	\$8,677
SJBX509AG-0600A	GeoMedia CC - English - License Only	\$2,608	\$36	\$2,217
SJBX509AG-0600B	GeoMedia CC - English - Upg - License Only	\$1,108	\$36	\$942
SJBX509AG-0601A	GeoMedia CC - License Only - Eng	\$2,608	\$36	\$2,217
SJBX509AG-0601B	GeoMedia CC - License Only - Upg - Eng	\$1,108	\$36	\$942
SJBX509RS-0600C	GeoMedia CC for RSP/RSC	\$0	TBD	\$0
SJBX690A2H0600A	GeoMedia Pro Classroom Plus CC - Edu - 25 Lic - Eng	\$2,902	\$34	\$2,467
SJBX690A2H0601A	GeoMedia Pro Classroom Plus CC - Eng	\$2,902	\$34	\$2,467
SJBX690A2Z0502C	GeoMedia Professional Edu - CC - Unl Lic - Component	\$486	\$162	\$413
SJBX690A2Z0600C	GeoMedia Professional Edu - CC - Unl Lic - Component	\$486	\$162	\$413
SJBX690AA-0600A	GeoMedia Pro CC	\$9,290	\$130	\$7,897
SJBX690AA-0600B	GeoMedia Pro CC - Upg	\$3,950	\$130	\$3,358
SJBX690AA-0600C	GeoMedia Pro CC - Component	\$390	\$130	\$332
SJBX690AA-0601A	GeoMedia Pro CC - Eng	\$9,290	\$130	\$7,897
SJBX690AA-0601B	GeoMedia Pro CC - Eng	\$3,950	\$130	\$3,358
SJBX690AAU0502B	GeoMedia Pro - CC - English - 10 Pack - Version Upgrade	\$28,829	\$947	\$24,505
SJBX690AAU0600A	GeoMedia Pro CC 10 Pack	\$67,811	\$947	\$57,639
SJBX690AAU0600B	GeoMedia Pro CC 10 Pack - Upg	\$28,829	\$947	\$24,505
SJBX690AAU0600C	GeoMedia Pro CC 10 Pack - Component	\$2,841	\$947	\$2,415
SJBX690AAU0601A	GeoMedia Pro CC - Eng - 10 Pack	\$67,811	\$947	\$57,639
SJBX690AAU0601B	GeoMedia Pro CC - Eng - 10 Pack - Upg	\$28,829	\$947	\$24,505
SJBX690AG-0502A	GeoMedia Pro - CC - English - License Only	\$9,290	\$130	\$7,897
SJBX690AG-0502B	GeoMedia Pro - CC - English - License Only - Ver Upg	\$3,950	\$130	\$3,358
SJBX690AG-0600A	GeoMedia Pro CC - License Only	\$9,290	\$130	\$7,897
SJBX690AG-0600B	GeoMedia Pro CC - Upg - License Only	\$3,950	\$130	\$3,358
SJBX690AG-0601A	GeoMedia Pro CC - Eng - License Only	\$9,290	\$130	\$7,897
SJBX690AG-0601B	GeoMedia Pro CC - Eng - License Only - Upg	\$3,950	\$130	\$3,358
SJBX724AA-0600A	GeoMedia Pro for Ingr MGE Users CC	\$7,510	\$130	\$6,384
SJBX724AA-0600B	GeoMedia Pro for Ingr MGE Users CC - Upg	\$3,238	\$130	\$2,752
SJBX724AG-0600A	GeoMedia Pro for Ingr MGE Users CC	\$7,510	\$130	\$6,384

142

SJBX724AG-0600B	GeoMedia Pro for Ingr MGE Users CC - Upg	\$3,238	\$130	\$2,752
SJBX807AA-0502A	GeoMedia Transaction Manager - CC	\$5,040	\$80	\$4,284
SJBX807AA-0502B	GeoMedia Transaction Manager - CC - Upgrade	\$2,160	\$80	\$1,836
SJBX807AA-0502C	GeoMedia Transaction Manager - CC - Component	\$240	\$80	\$204
SJBX807AA-0600A	GeoMedia Transaction Manager CC	\$5,040	\$80	\$4,284
SJBX807AA-0600B	GeoMedia Transaction Manager CC - Upg	\$2,160	\$80	\$1,836
SJBX807AA-0600C	GeoMedia Transaction Manager CC - Component	\$240	\$80	\$204
SJBX807AAU0502A	GeoMedia Transaction Manager - CC - 10 Pack	\$31,500	\$500	\$26,775
SJBX807AAU0502B	GeoMedia Transaction Manager - CC - 10 Pack - Upgrade	\$13,500	\$500	\$11,475
SJBX807AAU0502C	GeoMedia Transaction Manager - CC - 10 Pack - Component	\$1,500	\$500	\$1,275
SJBX807AAU0600A	GeoMedia Transaction Manager CC - 10 Pack	\$31,500	\$500	\$26,775
SJBX807AAU0600B	GeoMedia Transaction Manager CC - 10 Pack - Upg	\$13,500	\$500	\$11,475
SJBX807AAU0600C	GeoMedia Transaction Manager CC - 10 Pack - Component	\$1,500	\$500	\$1,275
SJBX848AA-0600A	GeoMedia Transportation Manager CC	\$7,560	\$120	\$6,426
SJBX848AA-0600B	GeoMedia Transportation Manager CC - Upg	\$3,240	\$120	\$2,754
SJBX848AA-0600C	GeoMedia Transportation Manager CC - Component	\$360	\$120	\$306
SJBX849AA-0600A	GeoMedia Transportation Analyst CC	\$3,780	\$60	\$3,213
SJBX849AA-0600B	GeoMedia Transportation Analyst CC - Upg	\$1,620	\$60	\$1,377
SJBX849AA-0600C	GeoMedia Transportation Analyst - CC - Component	\$180	\$60	\$153
SJBX850AA-0600A	GeoMedia PublicWorks Manager CC	\$5,040	\$80	\$4,284
SJBX850AA-0600B	GeoMedia PublicWorks Manager CC - Upg	\$2,160	\$80	\$1,836
SJBX850AAU0600A	GeoMedia PublicWorks Manager CC - 10 Pack	\$31,500	\$500	\$26,775
SJBX850AAU0600B	GeoMedia PublicWorks Manager CC - 10 Pack - Upg	\$13,500	\$500	\$11,475
SJBX851AA-0600A	GeoMedia Parcel Manager CC	\$5,040	\$80	\$4,284
SJBX851AA-0600B	GeoMedia Parcel Manager CC - Upgrade	\$2,160	\$80	\$1,836
SJBX851AAU0600A	GeoMedia Parcel Manager CC - 10 Pack	\$31,500	\$500	\$26,775
SJBX851AAU0600B	GeoMedia Parcel Manager CC - 10 Pack - Upg	\$13,500	\$500	\$11,475
SJBX852AA-0502A	GeoMedia SMMS - Spat. Metadata Sol. - CC	\$1,051	\$17	\$893
SJBX852AA-0502B	GeoMedia SMMS - Spat. Metadata Sol. - CC - Upgrade	\$451	\$17	\$383
SJBX852AA-0502C	GeoMedia SMMS - Spat. Metadata Sol. - CC - Component	\$51	\$17	\$43

SJBX878AA2Z0502A	GeoMedia Terrain - CC - Edu	\$1,681	\$27	\$1,429
SJBX878AA-0502A	GeoMedia Terrain - CC	\$3,753	\$51	\$3,190
SJBX878AA-0502B	GeoMedia Terrain - CC - Upgrade	\$1,593	\$51	\$1,354
SJBX878AA-0502C	GeoMedia Terrain - CC - Component	\$153	\$51	\$130
SJBX878MG-0502A	GM Terrain CC for MGE Migration	\$153	\$51	\$130
SJBX878MM-0502A	GM Terrain CC for non-MNT MGE Migration	\$873	\$51	\$742
SJBX880A2Z0600A	GeoMedia Grid CC - Edu - Unlimited License	\$1,681	\$27	\$1,429
SJBX880AA-0600A	GeoMedia Grid CC	\$3,780	\$60	\$3,213
SJBX880AA-0600B	GeoMedia Grid CC - Upg	\$1,980	\$60	\$1,683
SJBX880MG-0600A	GM GRID CC for MGE Migration	\$180	\$60	\$153
SJBX880MM-0600A	GM GRID CC for non-MNT MGE Migration	\$900	\$60	\$765
SJBX881AA-0502A	GeoMedia Image - CC	\$4,410	\$70	\$3,749
SJBX881AA-0600A	GeoMedia Image CC	\$4,410	\$70	\$3,749
SJBX881AA-0600B	GeoMedia Image CC - Upg	\$1,890	\$70	\$1,607
SJBX881AA-0600C	GeoMedia Image CC - Bundle Component	\$0	TBD	\$0
SJBX891AA-0502A	GeoMedia Objects for OEM CC - English	\$0	TBD	\$0
SJBX891AA-0600A	GeoMedia Objects for OEM CC	\$0	TBD	\$0
SJBX892AA-0502A	GeoMedia Objects (1-9 licenses) CC - English	\$995	TBD	\$846
SJBX892AA-0502B	GeoMedia Objects (1-9 licenses) CC - Upg - English	\$200	TBD	\$170
SJBX892AA-0600A	GeoMedia Objects (1-9 licenses) CC	\$995	TBD	\$846
SJBX892AA-0600B	GeoMedia Objects (1-9 licenses) CC	\$200	TBD	\$170
SJBX893AA-0502A	GeoMedia Objects (10 licenses) CC - English	\$900	TBD	\$765
SJBX893AA-0600A	GeoMedia Objects (10 licenses) CC	\$900	TBD	\$765
SJBX893AA-0600B	GeoMedia Objects (10 licenses) CC	\$180	TBD	\$153
SJBX935AA-0502A	GeoMedia Fusion - CC	\$9,396	\$132	\$7,987
SJBX935AA-0600A	GeoMedia Fusion CC	\$9,396	\$132	\$7,987
SJBX935AA-0600B	GeoMedia Fusion CC - Upg	\$3,996	\$132	\$3,397
SJBX935AA-0600C	GeoMedia Fusion CC - Bundle Component	\$396	\$132	\$337
SJBX943AA-0600A	Dynamo to GeoMedia Fusion CC	\$7,146	\$132	\$6,074
SJBX946AA-0600A	GeoMedia Curator - Commercial CC	\$29,025	\$569	\$24,671
SJBX968AA-0502A	Core Stereo Viewer CC	\$5,670	\$90	\$4,820

SJBX969AA-0600A	GeoMedia Digital Cartographer CC - Commercial	\$17,550	\$344	\$14,918
SJBX972AA-0600A	GeoMedia Grid for I/Incident Analyst CC	\$3,780	\$60	\$3,213
SJBX972AA-0600C	GeoMedia Grid for I/Incident Analyst CC - Component	\$180	\$60	\$153
SJBY060AA-0800C	MGE Analyst Bundle Component	\$249	\$83	\$212
SJBY062AA-0800C	MGE Projection Manager Bundle Component	\$249	\$83	\$212
SJBY062AG-0800B	MGE Projection Manager Lic Only - Ver Upg	\$1,749	\$83	\$1,487
SJBY066AA-0800C	MGE Map Finisher Bundle Component	\$300	\$100	\$255
SJBY078AA-0600C	MGE GeoData Manager-Administrator Bundle Component	\$255	\$85	\$217
SJBY245AA-0800C	MGE Segment Manager Full Kit Bundle Component	\$201	\$67	\$171
SJBY325AA-0600C	MGE GeoData Manager-User Bundle Component	\$60	\$20	\$51
SJBY366AA-0600C	MGE Parcel Manager Bundle Component	\$201	\$67	\$171
SJBY385AA-0701C	MGE Basic Nucleus	\$99	\$33	\$84
SJBY385AA-0800B	MGE Basic Nucleus Version Upgrade	\$699	\$33	\$594
SJBY385AA-0800C	MGE Basic Nucleus Bundle Component	\$99	\$33	\$84
SJBY386AA-0800C	MGE Basic Administrator Bundle Component w/Media	\$201	\$67	\$171
SJBY387AA-0800C	MGE Base Mapper - Component	\$129	\$43	\$110
SJBY509A2-0600C	GeoMedia Educational (English) - Component	\$0	TBD	\$0
SJBY509A2H0600A	GeoMedia Classroom Plus NL - Edu - 25 Lic - Eng	\$1,840	\$30	\$1,564
SJBY509A2H0601A	GeoMedia NL - Classroom Plus - Eng	\$1,840	\$30	\$1,564
SJBY509A2W0600A	GeoMedia NL Lab License - Edu - 5 Licenses - Eng	\$842	\$14	\$716
SJBY509A2W0601A	GeoMedia NL - Lab License - Eng	\$842	\$14	\$716
SJBY509AA-0600A	GeoMedia NL - English	\$1,566	\$22	\$1,331
SJBY509AA-0600B	GeoMedia NL - English - Upg	\$666	\$22	\$566
SJBY509AA-0600C	GeoMedia NL - English - Component	\$0	TBD	\$0
SJBY509AA-0601A	GeoMedia NL - Eng	\$1,566	\$22	\$1,331
SJBY509AA-0601B	GeoMedia NL - Upg - Eng	\$666	\$22	\$566
SJBY509AAU0600A	GeoMedia NL - 10 Pack - English	\$14,406	\$202	\$12,245
SJBY509AAU0600B	GeoMedia NL - 10 Pack - English - Upg	\$6,126	\$202	\$5,207
SJBY509AAU0601A	GeoMedia NL - 10 User Pack - Eng	\$14,406	\$202	\$12,245
SJBY509AAU0601B	GeoMedia NL - 10 User Pack - Upg - Eng	\$6,126	\$202	\$5,207
SJBY509AG-0600A	GeoMedia NL - English - License Only	\$1,566	\$22	\$1,331

SJBY509AG-0600B	GeoMedia NL - English - Upg - License Only	\$600	TBD	\$510
SJBY509AG-0601A	GeoMedia NL - License Only - Eng	\$1,566	\$22	\$1,331
SJBY509AG-0601B	GeoMedia NL - License Only - Upg - Eng	\$600	TBD	\$510
SJBY690A2-0600A	GeoMedia Pro - NL - Educational	\$200	TBD	\$170
SJBY690A2-0600C	GeoMedia Pro Educational (English) - Component	\$0	\$0	\$0
SJBY690A2-0601A	GeoMedia Pro NL - Eng - Edu	\$200	TBD	\$170
SJBY690A2H0600A	GeoMedia Pro Classroom Plus NL - Edu - 25 Lic - Eng	\$2,102	\$34	\$1,787
SJBY690A2H0601A	GeoMedia Pro NL - Eng - Classroom Plus	\$2,102	\$34	\$1,787
SJBY690A2W0502C	GeoMedia Pro - NL - Lab License - Component	\$0	TBD	\$0
SJBY690A2W0600A	GeoMedia Pro NL Lab License - Edu - 5 Licenses - Eng	\$1,051	\$17	\$893
SJBY690A2W0601A	GeoMedia Pro NL - Eng - Lab License	\$551	\$17	\$468
SJBY690AA-0600A	GeoMedia Pro NL	\$7,822	\$109	\$6,649
SJBY690AA-0600B	GeoMedia Pro NL - Upg	\$3,325	\$109	\$2,826
SJBY690AA-0600C	GeoMedia Pro NL - Component	\$327	\$109	\$278
SJBY690AA-0601A	GeoMedia Pro NL - Eng	\$7,822	\$109	\$6,649
SJBY690AA-0601B	GeoMedia Pro NL - Eng - Upg	\$3,325	\$109	\$2,826
SJBY690AAU0502A	GeoMedia Pro - NL - 10 Pack	\$57,566	\$804	\$48,931
SJBY690AAU0502B	GeoMedia Pro - NL - 10 Pack - Version Upg	\$24,474	\$804	\$20,803
SJBY690AAU0600A	GeoMedia Pro NL 10 Pack	\$57,566	\$804	\$48,931
SJBY690AAU0600B	GeoMedia Pro NL 10 Pack - Upg	\$24,474	\$804	\$20,803
SJBY690AAU0600C	GeoMedia Pro NL 10 Pack - Component	\$2,412	\$804	\$2,050
SJBY690AAU0601A	GeoMedia Pro NL - Eng - 10 Pack	\$57,566	\$804	\$48,931
SJBY690AAU0601B	GeoMedia Pro NL - Eng - 10 Pack - Upg	\$24,474	\$804	\$20,803
SJBY690AG-0600A	GeoMedia Pro NL - License Only	\$7,822	\$109	\$6,649
SJBY690AG-0600B	GeoMedia Pro NL - Upg - License Only	\$3,325	\$109	\$2,826
SJBY690AG-0601A	GeoMedia Pro NL - Eng - License only	\$7,822	\$109	\$6,649
SJBY690AG-0601B	GeoMedia Pro NL - Eng - License only - Upg	\$3,325	\$109	\$2,826
SJBY724AA-0600A	GeoMedia Pro for Ingr MGE Users NL	\$6,327	\$109	\$5,378
SJBY724AA-0600B	GeoMedia Pro for Ingr MGE Users NL - Upg	\$2,727	\$109	\$2,318
SJBY792A2-0100A	GeoMedia Solutions Environmental - PRODUCT KIT	\$254	\$18	\$216
SJBY792AA-0100A	GeoMedia Solutions Environmental - PRODUCT KIT	\$2,830	\$45	\$2,406

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SJBY792AA-0100C	GeoMedia Solutions Environmental Bundle Component	\$0	TBD	\$0
SJBY793AA-0502A	MRF GIS Tool Kit	\$2,400	TBD	\$2,040
SJBY798AA-0100A	GDO Server Kit (Read Only Servers) - PRODUCT KIT	\$15,000	N/A	\$12,750
SJBY807A2-0600A	GeoMedia Transaction Manager NL - Edu	\$200	TBD	\$170
SJBY807AA-0502C	GeoMedia Transaction Manager - NL - Component	\$201	\$67	\$171
SJBY807AA-0600A	GeoMedia Transaction Manager NL	\$4,201	\$67	\$3,571
SJBY807AA-0600B	GeoMedia Transaction Manager NL - Upg	\$1,801	\$67	\$1,531
SJBY807AA-0600C	GeoMedia Transaction Manager NL - Component	\$201	\$67	\$171
SJBY807AAU0600A	GeoMedia Transaction Manager NL - 10 Pack	\$26,251	\$417	\$22,313
SJBY807AAU0600B	GeoMedia Transaction Manager NL - 10 Pack - Upg	\$11,251	\$417	\$9,563
SJBY819AA-0502A	GeoMedia Data Svr f/ Oracle Obj Model Svr (R/W)	\$1,575	\$25	\$1,339
SJBY819AA-0502B	GeoMedia Data Svr f/ Oracle Obj Model Svr (R/W) - Upg	\$675	\$25	\$574
SJBY819AA-0600A	GeoMedia Data Svr f/ Oracle Obj Model Svr (R/W)	\$1,575	\$25	\$1,339
SJBY819AA-0600B	GeoMedia Data Svr f/ Oracle Obj Model Svr (R/W) - Upg	\$675	\$25	\$574
SJBY819AAU0502A	GM Data Server for Oracle Object Model Server (R/W) - 10 Pac	\$15,750	\$250	\$13,388
SJBY819AAU0502B	GM Data Server for Oracle Object Model Server (R/W) - 10 Pk	\$6,750	\$250	\$5,738
SJBY819AAU0600A	GM Data Svr f/ Oracle Obj Model Svr (R/W) - 10 Pk	\$15,750	\$250	\$13,388
SJBY819AAU0600B	GM Data Svr f/ Oracle Obj Model Svr (R/W) - 10 Pk- Upg	\$6,750	\$250	\$5,738
SJBY847AA-0502A	GeoMedia Data Server for Microsoft SQL Server (Read/Write)	\$1,575	\$25	\$1,339
SJBY847AA-0502B	GeoMedia Data Server for Microsoft SQL Server (Read/Write) -	\$675	\$25	\$574
SJBY847AA-0600A	GeoMedia Data Server for Microsoft SQL Svr (R/W)	\$1,575	\$25	\$1,339
SJBY847AA-0600B	GeoMedia Data Server for MS SQL Svr (R/W) - Upg	\$675	\$25	\$574
SJBY847AAU0502A	GM Data Server for Microsoft SQL Server (R/W) - 10 Pack	\$15,750	\$250	\$13,388
SJBY847AAU0502B	GM Data Server for Microsoft SQL Server (R/W) - 10 Pack - Up	\$6,750	\$250	\$5,738
SJBY847AAU0600A	GM Data Server for Microsoft SQL Server (R/W) - 10 Pack	\$15,750	\$250	\$13,388
SJBY847AAU0600B	GM Data Server for Microsoft SQL Server (R/W) - 10 Pack - Up	\$6,750	\$250	\$5,738
SJBY848A2-0600A	GeoMedia Transportation Manager NL - Edu	\$200	TBD	\$170
SJBY848AA-0600A	GeoMedia Transportation Manager NL	\$6,300	\$100	\$5,355
SJBY848AA-0600B	GeoMedia Transportation Manager NL - Upg	\$2,700	\$100	\$2,295
SJBY849A2-0600A	GeoMedia Transportation Analyst NL - Edu	\$100	TBD	\$85
SJBY849AA-0600A	GeoMedia Transportation Analyst NL	\$3,150	\$50	\$2,678

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SJB Y849AA-0600B	GeoMedia Transportation Analyst NL - Upg	\$1,350	\$50	\$1,148
SJB Y849AA-0600C	GeoMedia Transportation Analyst NL - Component	\$150	\$50	\$128
SJB Y850A2-0600A	GeoMedia PublicWorks Manager NL - Edu	\$200	TBD	\$170
SJB Y850AA-0600A	GeoMedia PublicWorks Manager NL	\$4,201	\$67	\$3,571
SJB Y850AA-0600B	GeoMedia PublicWorks Manager NL - Upg	\$1,801	\$67	\$1,531
SJB Y850AAU0600A	GeoMedia PublicWorks Manager NL - 10 Pack	\$26,251	\$417	\$22,313
SJB Y850AAU0600B	GeoMedia PublicWorks Manager NL - 10 Pack - Upg	\$11,251	\$417	\$9,563
SJB Y851A2-0600A	GeoMedia Parcel Manager NL - Edu	\$200	TBD	\$170
SJB Y851AA-0600A	GeoMedia Parcel Manager NL	\$4,201	\$67	\$3,571
SJB Y851AA-0600B	GeoMedia Parcel Manager NL - Upgrade	\$1,801	\$67	\$1,531
SJB Y851AAU0600A	GeoMedia Parcel Manager NL - 10 Pack	\$26,251	\$417	\$22,313
SJB Y851AAU0600B	GeoMedia Parcel Manager NL - 10 Pack - Upg	\$11,251	\$417	\$9,563
SJB Y878A2-0502A	GeoMedia Terrain - NL - Edu	\$200	TBD	\$170
SJB Y878AA-0502A	GeoMedia Terrain - NL	\$3,129	\$43	\$2,660
SJB Y878AA-0502B	GeoMedia Terrain - NL - Upgrade	\$1,329	\$43	\$1,130
SJB Y878AA-0502C	GeoMedia Terrain - NL - Component	\$129	\$43	\$110
SJB Y878MG-0502A	GM Terrain NL for MGE Migration	\$129	\$43	\$110
SJB Y878MM-0502A	GM Terrain NL for non-MNT MGE Migration	\$729	\$43	\$620
SJB Y880A2-0600A	GeoMedia Grid NL - Edu	\$200	TBD	\$170
SJB Y880A2-0600C	GeoMedia Grid Edu NL - Component	\$0	\$0	\$0
SJB Y880AA-0600A	GeoMedia Grid NL	\$3,150	\$50	\$2,678
SJB Y880AA-0600B	GeoMedia Grid NL - Upg	\$1,350	\$50	\$1,148
SJB Y880MG-0600A	GM GRID NL for MGE Migration	\$150	\$50	\$128
SJB Y880MM-0600A	GM GRID NL for non-MNT MGE Migration	\$750	\$50	\$638
SJB Y881A2-0502A	GeoMedia Image - Educational - NL	\$200	TBD	\$170
SJB Y881A2-0502C	GeoMedia Image - Educational - NL - Component	\$0	TBD	\$0
SJB Y881A2-0600A	GeoMedia Image NL - Educ	\$200	TBD	\$170
SJB Y881A2-0600C	GeoMedia Image NL - Educ - Component	\$0	TBD	\$0
SJB Y881AA-0502A	GeoMedia Image - NL	\$3,674	\$58	\$3,123
SJB Y881AA-0600A	GeoMedia Image NL	\$3,674	\$58	\$3,123



SJBY881AA-0600B	GeoMedia Image NL - Upg	\$1,574	\$58	\$1,338
SJBY881AA-0600C	GeoMedia Image NL - Component	\$0	TBD	\$0
SJBY892A2-0502A	GeoMedia Objects - Educational	\$200	TBD	\$170
SJBY892A2-0600A	GeoMedia Objects NL - Edu	\$200	TBD	\$170
SJBY892AA-0502A	GeoMedia Objects (1-9 licenses)	\$995	TBD	\$846
SJBY892AA-0502B	GeoMedia Objects (1-9 licenses) - Version Upgrade	\$200	TBD	\$170
SJBY892AA-0600A	GeoMedia Objects (1-9 licenses) NL	\$995	TBD	\$846
SJBY892AA-0600B	GeoMedia Objects (1-9 licenses) NL - Upg	\$200	TBD	\$170
SJBY893AA-0502A	GeoMedia Objects (10 or more licenses)	\$900	TBD	\$765
SJBY893AA-0502B	GeoMedia Objects (10 or more licenses) - Version Upgrade	\$180	TBD	\$153
SJBY893AA-0600A	GeoMedia Objects (10 licenses) NL	\$900	TBD	\$765
SJBY893AA-0600B	GeoMedia Objects (10 licenses) NL - Upg	\$180	TBD	\$153
SJBY906AA-0502A	GeoMedia Data Warehousing Tools	\$7,875	\$125	\$6,694
SJBY932A2-0501A	GeoMedia Solutions for TRANSIMS-DOT Network Editor - Edu	\$400	TBD	\$340
SJBY932AG-0501A	GeoMedia Solutions for TRANSIMS-DOT Network Editor	\$2,000	TBD	\$1,700
SJBY935A2-0502A	GeoMedia Fusion - NL - Edu	\$200	TBD	\$170
SJBY935A2-0600A	GeoMedia Fusion NL - Edu	\$200	TBD	\$170
SJBY935A2H0502A	GeoMedia Fusion - NL - Edu - Classroom Plus License (25)	\$2,087	\$29	\$1,774
SJBY935A2H0600A	GeoMedia Fusion NL - Edu - Classroom Plus Lic	\$2,087	\$29	\$1,774
SJBY935A2W0502A	GeoMedia Fusion - NL - Edu - Lab License (5)	\$1,000	TBD	\$850
SJBY935A2W0600A	GeoMedia Fusion NL - Edu - Lab Lic	\$1,000	TBD	\$850
SJBY935AA-0502A	GeoMedia Fusion - NL	\$7,827	\$109	\$6,653
SJBY935AA-0600A	GeoMedia Fusion NL	\$7,827	\$109	\$6,653
SJBY935AA-0600B	GeoMedia Fusion NL - Upg	\$3,327	\$109	\$2,828
SJBY935AA-0600C	GeoMedia Fusion NL - Bundle Component	\$327	\$109	\$278
SJBY943AA-0600A	Dynamo to GeoMedia Fusion NL	\$5,952	\$109	\$5,059
SJBY972AA-0600A	GeoMedia Grid for I/Incident Analyst NL	\$3,150	\$50	\$2,678
SJBY972AA-0600C	GeoMedia Grid for I/Incident Analyst NL - Component	\$150	\$50	\$128
SJBZ401A2-0600A	IntelliWhere OnDemand (1-9 Lic) - Educ	\$85	TBD	\$72
SJBZ401AA-0502C	IntelliWhere OnDemand (1-9 licenses) - Component	\$30	\$10	\$26
SJBZ401AA-0600A	IntelliWhere OnDemand (1-9 Lic)	\$525	\$10	\$446



SJBZ401AA-0600B	IntelliWhere OnDemand (1-9 Lic) - Upg	\$228	\$10	\$194
SJBZ401AA-0600C	IntelliWhere OnDemand (1-9 licenses) - Component	\$30	\$10	\$26
SJBZ401RS-0502C	IntelliWhere OnDemand for RSP/RSC	\$0	TBD	\$0
SJBZ401RS-0600C	IntelliWhere OnDemand for RSP/RSC	\$0	TBD	\$0
SJBZ402A2-0600A	IntelliWhere OnDemand (10-99 Lic) - Educ	\$85	TBD	\$72
SJBZ402AA-0600A	IntelliWhere OnDemand (10-99 Lic)	\$480	\$10	\$408
SJBZ402AA-0600B	IntelliWhere OnDemand (10-99 Lic) - Upg	\$210	\$10	\$179
SJBZ403A2-0600A	IntelliWhere OnDemand (100-499 Lic) - Educ	\$85	TBD	\$72
SJBZ403AA-0600A	IntelliWhere OnDemand (100-499 Lic)	\$430	\$10	\$366
SJBZ403AA-0600B	IntelliWhere OnDemand (100-499 Lic) - Upg	\$190	\$10	\$162
SJBZ404A2-0600A	IntelliWhere OnDemand (500-4999 Lic) - Educ	\$85	TBD	\$72
SJBZ404AA-0600A	IntelliWhere OnDemand (500-4999 Lic)	\$380	\$10	\$323
SJBZ404AA-0600B	IntelliWhere OnDemand (500-4999 Lic) - Upg	\$170	\$10	\$145
SJBZ405A2-0600A	IntelliWhere OnDemand (5000 Lic) - Educ	\$85	TBD	\$72
SJBZ405AA-0600A	IntelliWhere OnDemand (5000 Lic)	\$280	\$10	\$238
SJBZ405AA-0600B	IntelliWhere OnDemand (5000 Lic) - Upg	\$130	\$10	\$111
SJBZ416AA-0502A	IntelliWhere Tracked Objects	\$10,501	\$167	\$8,926
SJBZ416AA-0502B	IntelliWhere Tracked Objects - Upgrade	\$4,501	\$167	\$3,826
SJBZ416AA-0600A	IntelliWhere Tracked Objects (50 Tracked objects)	\$10,501	\$167	\$8,926
SJBZ416AA-0600B	IntelliWhere Tracked Objects (50 Tracked objects) - Upg	\$4,501	\$167	\$3,826
SJCC678AAB0502A	GeoMedia WebMap - Small	\$10,438	\$146	\$8,872
SJCC678AAB0502B	GeoMedia WebMap - Small - Upgrade	\$4,438	\$146	\$3,772
SJCC678AAB0502C	GeoMedia WebMap - Small - Component	\$438	\$146	\$372
SJCC678AAB0600A	GeoMedia WebMap - Small	\$10,438	\$146	\$8,872
SJCC678AAB0600B	GeoMedia WebMap - Small - Upg	\$4,438	\$146	\$3,772
SJCC678AAB0600C	GeoMedia WebMap - Small - Component	\$438	\$146	\$372
SJCC678AAD0502A	GeoMedia WebMap - Medium	\$26,092	\$364	\$22,178
SJCC678AAD0502B	GeoMedia WebMap - Medium - Upgrade	\$11,092	\$364	\$9,428
SJCC678AAD0502C	GeoMedia WebMap - Medium - Component	\$1,092	\$364	\$928
SJCC678AAD0600A	GeoMedia WebMap - Medium	\$26,092	\$364	\$22,178
SJCC678AAD0600B	GeoMedia WebMap - Medium - Upg	\$11,092	\$364	\$9,428

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SJCC678AAD0600C	GeoMedia WebMap - Medium - Component	\$1,092	\$364	\$928
SJCC678AAM0502A	GeoMedia WebMap - Large	\$52,187	\$729	\$44,359
SJCC678AAM0502B	GeoMedia WebMap - Large - Upgrade	\$22,187	\$729	\$18,859
SJCC678AAM0600A	GeoMedia WebMap - Large	\$52,187	\$729	\$44,359
SJCC678AAM0600B	GeoMedia WebMap - Large - Upg	\$22,187	\$729	\$18,859
SJCC678AAM0600C	GeoMedia WebMap - Large - Component	\$2,187	\$729	\$1,859
SJCC679AAB0600A	GeoMedia WebMap for Linux - Intranet	\$10,438	\$146	\$8,872
SJCC679AAD0600A	GeoMedia WebMap for Linux - Internet	\$26,092	\$364	\$22,178
SJCC762A2B0500A	GeoMedia WebMap Professional - Small Scale Site - Educational	\$500	TBD	\$425
SJCC762A2B0502A	GeoMedia WebMap Professional - Small - Educational	\$500	TBD	\$425
SJCC762A2B0502C	GeoMedia WebMap Professional - Small - Educational - Comp	\$0	TBD	\$0
SJCC762A2B0600A	GeoMedia WebMap Professional - Small - Educational	\$500	TBD	\$425
SJCC762A2B0600C	GeoMedia WebMap Professional - Small - Educational - Comp	\$0	TBD	\$0
SJCC762AAB0600A	GeoMedia WebMap Professional - Small	\$25,050	\$350	\$21,293
SJCC762AAB0600B	GeoMedia WebMap Professional - Small - Upgrade	\$10,650	\$350	\$9,053
SJCC762AAB0600C	GeoMedia WebMap Professional - Small - Component	\$1,050	\$350	\$893
SJCC762AAD0600A	GeoMedia WebMap Professional - Medium	\$62,625	\$875	\$53,231
SJCC762AAD0600B	GeoMedia WebMap Professional - Medium - Upgrade	\$26,625	\$875	\$22,631
SJCC762AAD0600C	GeoMedia WebMap Professional - Medium - Component	\$2,625	\$875	\$2,231
SJCC762AAM0600A	GeoMedia WebMap Professional - Large	\$104,377	\$1,459	\$88,720
SJCC762AAM0600B	GeoMedia WebMap Professional - Large - Upgrade	\$44,377	\$1,459	\$37,720
SJCC762AAM0600C	GeoMedia WebMap Professional - Large - Component	\$4,377	\$1,459	\$3,720
SJCC933AAB0600A	IntelliWhere TrackForce Monitor - Small	\$20,999	\$333	\$17,849
SJCC933AAB0600B	IntelliWhere TrackForce Monitor - Small - Upg	\$8,999	\$333	\$7,649
SJCC933AAD0600A	IntelliWhere TrackForce Monitor - Medium	\$52,499	\$833	\$44,624
SJCC933AAD0600B	IntelliWhere TrackForce Monitor - Medium - Upg	\$22,499	\$833	\$19,124
SJCC933AAM0600A	IntelliWhere TrackForce Monitor - Large	\$83,999	\$1,333	\$71,399
SJCC933AAM0600B	IntelliWhere TrackForce Monitor - Large - Upg	\$35,999	\$1,333	\$30,599
SJCC934AAB0600A	IntelliWhere TrackForce Manager - Small	\$42,001	\$667	\$35,701
SJCC934AAB0600B	IntelliWhere TrackForce Manager - Small - Upg	\$18,001	\$667	\$15,301
SJCC934AAD0600A	IntelliWhere TrackForce Manager - Medium	\$73,501	\$1,167	\$62,476

142

SJCC934AAD0600B	IntelliWhere TrackForce Manager - Medium - Upg	\$31,501	\$1,167	\$26,776
SJCC934AAM0600A	IntelliWhere TrackForce Manager - Large	\$105,001	\$1,667	\$89,251
SJCC934AAM0600B	IntelliWhere TrackForce Manager - Large - Upg	\$45,001	\$1,667	\$38,251

\*TBD: There is no standard maintenance price. Maintenance is quoted based on specific maintenance services desired.

<b>Consulting Services</b>		
	<b>Labor Category</b>	<b>Hourly Rate</b>
	Developer - FS03	\$175
	Developer - FS04	\$165
	Developer - FS06	\$125
	Developer - FS08	\$100
	Technical Lead - FS03	\$175
	Technical Manager - FS02	\$180
	Project Manager - FS02	\$180
	Project Manager - FS03	\$175
	Project Manager - FS04	\$165

<b>Part Number</b>	<b>Description</b>	<b>State of Mississippi Price</b>
<b>TRAINING</b>		
TMAP2225C	MGE Map Finisher for Windows NT	\$6,300.00
TMAP3004C	GEOMEDIA USER VERSION 4	\$8,800.00
TMAP3004E	GEOMEDIA USER VERSION 4	\$1,500.00
TMAP3105C	GEOMEDIA PROFESSIONAL USER	\$12,650.00
TMAP3105E	GEOMEDIA PROFESSIONAL USER VERSION 6	\$2,050.00
TMAP3200C	GeoMedia Web Map	\$12,500.00
TMAP3204E	GEOMEDIA WEBMAP VERSION 4.0	\$2,100.00

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TMAP3205E	Developing Web Solutions with GeoMedia Web Technology	\$2,300.00
TMAP3400C	Using Oracle with GeoMedia Applications	\$8,800.00
TMAP3400E	Using Oracle with GeoMedia Applications	\$1,600.00
TMAP5025C	Advanced Instructor Days - 5	\$7,500.00
TMAP6000	Intro to Data Collection for Transportation	\$6,600.00
TMAP6010	Road Network Workflow for Transportation	\$6,600.00
TMAP6020	Routing for Transportation	\$4,400.00
TMAP7000E	GIS ONLINE TRAINING IN ONE HOUR BLOCKS	\$100.00
TMAP9996C	GIS ADDITIONAL STUDENT IN ON-SITE CLASS (>12)	\$3,000.00
TMAPGMESC	Developing Enterprise Solutions w/GM Technology	\$10,000.00
TMAPSCDTC	GIS Training for SC DOT Purchaseable by days for products TB	\$2,300.00
TMAP2100C	MGE Foundations - Windows NT	\$10,500.00
TMAP2114C	GeoMedia - GMP Pro New Capabilities Training v5.2 to v6.0	\$995.00
TMAP2114E	GeoMedia - GM Pro New Capabilities Training v5.2 to v6.0	\$6,000.00
TMAP2115C	GeoMedia Training Course - 3 Days (HSV)	\$1,495.00
TMAP2115E	GeoMedia Training Course - 3 Days (On-Site)	\$7,850.00
TMAP2116C	GeoMedia Pro Training Course - 2 Days (HSV)	\$995.00
TMAP2116E	GeoMedia Pro Training Course - 2 Days (On-Site)	\$6,000.00
TMAP2117C	GeoMedia - GM Pro Training - 5 Days (HSV)	\$2,495.00
TMAP2117E	GeoMedia - GM Pro Training - 5 Days (On-Site)	\$11,500.00
TMAP2118C	GeoMedia Fusion Training - 2 Days (HSV)	\$995.00
TMAP2118E	GeoMedia Fusion Training - 2 Days (On-Site)	\$6,000.00
TMAP2119C	GeoMedia Grid Training - 3 Days (HSV)	\$1,495.00
TMAP2119E	GeoMedia Grid Training - 3 Days (On-Site)	\$7,850.00
TMAP2120C	GeoMedia Transaction Mgr Training - 2 Days (HSV)	\$996.00
TMAP2120E	GeoMedia Transaction Mgr Training - 2 Days (On-Site)	\$6,000.00
TMAP2121C	GeoMedia Parcel Mgr Training - 3 Days (HSV)	\$1,495.00
TMAP2121E	GeoMedia Parcel Mgr Training - 3 Days (On-Site)	\$7,850.00
TMAP2122C	GeoMedia Transportation Training - 3 Days (HSV)	\$1,495.00
TMAP2122E	GeoMedia Transportation Training - 3 Days (On-Site)	\$7,850.00
TMAP2123E	TerraShare Training (On-Site)	\$11,550.00

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TMAP2231C	Advanced MGE Analyst for Windows NT	\$6,500.00
TMAP2320C	Basic Map Production Workshop for Windows NT	\$7,500.00
TMAP2321C	Advanced Map Production Workshop for Windows NT	\$7,500.00
TMAP3106C	GeoMedia Professional User Training	\$12,650.00
TMAP3106E	GeoMedia Professional User Training	\$2,050.00
TRN00001-C	1-Day Customize ImageStation Training - Onsite	\$2,000.00
TRN00002-C	2-Day Customize ImageStation Training - Onsite	\$3,000.00
TRN00002-S	2-Day Customize ImageStation Training - Huntsville	\$1,000.00
TRN00003-C	3-Day Customize ImageStation Training - Onsite	\$4,000.00
TRN00003-S	3-Day Customize ImageStation Training - Huntsville	\$1,500.00
TRN00004-C	4-Day Customize ImageStation Training - Onsite	\$5,000.00
TRN00004-S	4-Day Customize ImageStation Training - Huntsville	\$2,000.00
TRN00005-C	5-Day Customize ImageStation Training - Onsite	\$6,000.00
TRN00005-S	5-Day Customize ImageStation Training - Huntsville	\$2,500.00