MASTER PURCHASE AGREEMENT
BETWEEN
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
THE AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI
Contract No. 2003MPA6052

This Master Purchase Agreement ("MPA" or "Agreement") is entered into by and between the Mississippi Department of Information Technology Services (hereinafter referred to as "ITS") as contracting agent for the agencies and institutions of the State of Mississippi (hereinafter referred to as "Licensee") and Environmental Systems Research Institute, Inc. ("ESRI"). The Agreement enables Licensee to acquire ESRI® geographic information system Software, services, Documentation, Data, or hardware over a defined period of time. ITS and Licensee are sometimes collectively referred to herein as "State".

This Agreement is comprised of the following documents which are attached hereto and incorporated herein by reference:

1. This Master Purchase Agreement signature page, (E111M),
2. The attached General License Terms and Conditions, (E200M),
3. The attached ESRI Exhibit 1, Scope of Use, (E300M),
4. The attached ESRI MPA Terms and Conditions, (E500M), and
5. The attached ESRI MPA Price List, (E405M).

The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by ESRI. 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 ("1. This Master Purchase Agreement signature page") and the lowest document is listed last ("5. The attached ESRI MPA Price List").

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

Licensee may only use the type and number of copies of the Software, Data, and Documentation for which the appropriate license fees have been paid to ESRI in accordance with this Agreement.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter, including all terms of any unsigned or shrink-wrap license included in any package, media or electronic version of software, or any click-wrap or browse-wrap license presented in connection with a purchase via the Internet. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

®ESRI is a trademark, registered trademark, or service mark of ESRI in the United States, the European Community, or certain other jurisdictions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

STATE OF MISSISSIPPI, MS. DEPT. OF INFORMATION TECHNOLOGY SERVICES ("Licensee")

By: _David L. Litchliter_
Authorized Signature

Printed Name: David L. Litchliter

Title: Executive Director

Date: _12-16-04_

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)

By: _Laura Dangermond_
Authorized Signature

Printed Name: LAURA DANGERMOND

Title: Vice President

Date: DEC 1 4 2004

ITS Contact Information

Contact: _Jane Woosley_

Address: _301 N. Lamar Street Suite 508_

City, State, ZIP: _Jackson, MS 39201_

Telephone: _601-359-2081_

Fax: _601-354-6016_

E-mail: _jane.woosley@its.state.ms.us_

ESRI MPA TERMS AND CONDITIONS
(State and Local)

ARTICLE 1—DEFINITIONS

As used herein, the following words, phrases, or terms in this Master Purchase Agreement ("Agreement") shall have the following meanings:

"**Licensee**" means the governmental body that has signed this Agreement or an Authorized Entity that places orders pursuant to this Agreement.

"**Authorized Entity**" means an agency, educational institution, or governing authority of the State of Mississippi who orders and acquires Software, Data, Documentation, products, or services through this Agreement.

ARTICLE 2—TERM OF AGREEMENT

Unless terminated earlier as prescribed in Article 5, "Termination; Cancellation" herein, this Agreement will become effective on the date it is signed by all parties and will continue in effect for five (5) years thereafter. At the end of the initial and any succeeding term, the parties may negotiate a new term and pricing based on mutual, written agreement. ESRI will notify ITS sixty (60) days in advance prior to the expiration of the initial or any renewal term and ITS shall have thirty (30) days in which to notify ESRI of its intention to either renew or cancel this Agreement. The term of any Software or Data licenses ordered through this Agreement shall be as stated in the General License Terms and Conditions.

ARTICLE 3—PRODUCT OFFERINGS

ESRI may, at its sole discretion, discontinue offering any Software, Data, other product, or service included in this Agreement at any time upon reasonable written notice.

ESRI may, at its sole discretion, offer new Software, services, Data, Documentation, hardware, or larger quantity discount pricing by providing written notice. ESRI may require additional license terms prior to use of new Software or Data. Such notice shall become part of this Agreement upon (i) ordering Software, hardware, or services covered by the notice or (ii) thirty (30) days after Licensee's receipt of notice, whichever is sooner. Licensee may object in writing to the notice prior to the occurrence of items i or ii. Any objections or changes to the notice shall require written agreement of both parties.

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

The license grant and permitted uses specified in Article 3 and Article 4 of the General License Terms and Conditions (E200) are restricted to use within the United States of America, its possessions, and territories. For Internet mapping Software, the server must be located within the United States of America, its possessions, and territories.

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination

This Agreement may be terminated by either party upon forty-five (45) days' written notice. Should the notice specify termination for cause, the recipient of the notice shall have fifteen (15) days in which to correct or cure any default or defect in performance. On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. After termination, Licensee shall no longer be permitted to place orders under this Agreement. ESRI, at its sole election, may terminate the right of any Authorized Entity to participate in this Agreement in accordance with this provision without terminating the Agreement with respect to ITS or any other Authorized Entity. Upon termination of this Agreement, all rights and obligations set forth herein shall survive in accordance with their terms as to procurements made by Authorized Entities prior to such termination.

5.2 Cancellation

Purchase orders, other than for the initial purchase, may be canceled by the Licensee in whole or in part, upon forty-five (45) days' written notice to ESRI. There will be no cancellation charge for canceled Software unless the Software has been delivered. If the Software has been shipped, the cancellation will require Licensee payment of return shipping costs. Licensee has the right to cancel hardware purchases forty-five (45) days prior to scheduled delivery without cost. After hardware delivery or within forty-five (45) days of scheduled delivery, cancellation of the hardware purchase is subject to a manufacturer cancellation charge not to exceed thirty-five percent (35%) of hardware list price.

5.3 Deficiency Action

Without prejudice to any other right or remedy available to ESRI, ESRI may terminate this Agreement provided Licensee is given fifteen (15) days prior notice to cure deficiency.

 a. If Licensee fails to pay any license fees to ESRI in accordance with the requirements of this Agreement; or
 b. If Licensee distributes ESRI® Software, Data, and Documentation to any person or entity other than a Licensee; or
 c. If Licensee discloses any trade secret technology and other information proprietary to ESRI in breach of this Agreement.

5.4 License Survival

Upon voluntary termination of this Agreement for the convenience of Licensee, or expiration of this Agreement, or termination of this Agreement due to ESRI's uncured default, Licensee may continue to retain and use such licensed ESRI Software, Data, and Documentation in accordance with the General License Terms and Conditions; Exhibit 1, Scope of Use; and any other license terms contained herein. Licensee may then directly and separately contract for Software updates, maintenance, and/or technical support service.

ARTICLE 6—NONAPPROPRIATION OF FUNDS; LIMITATION

6.1 Funding

It is expressly understood and agreed that the obligation of the Licensee to proceed under this Agreement 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 continuing fulfillment of this Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Licensee, the Licensee shall have the right to immediately terminate this Agreement without damage, penalty, cost or expense to the Licensee of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. In the event of termination, ESRI shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by ESRI in connection with this Agreement as of the date of receipt of notification of termination.

6.2 No Minimum Purchase

The State does not guarantee to purchase any certain amount under this Agreement.

ARTICLE 7—ORDERS

7.1 Licensee Purchase Orders

Licensee shall issue purchase orders to ESRI for Software, Data, services, or hardware based on the fees specified in this Agreement. The Licensee is requested to confirm hardware pricing and model availability with ESRI prior to placement of a purchase order. The terms and conditions of this Agreement shall govern all orders issued by Licensee. Any additional or different terms included with an order shall require specific approval by ESRI via a written modification to this Agreement to be binding.

7.2 Purchase Order Requirements

All purchase orders shall reference and be subject to the terms and conditions of this Agreement. The terms and conditions of this Agreement shall supersede any conflicting terms and conditions set forth in any document provided by Licensee, ESRI or its subcontractors.

®ESRI is a trademark, registered trademark, or service mark of ESRI in the United States, the European Community, or certain other jurisdictions.

The following information/statements shall also be included in each purchase order.

    a. Name or identification of Licensee, place of delivery, and the end user name and contact information
    b. Purchase order number
    c. Date delivery is requested (minimum thirty [30] days after ESRI receipt of order)
    d. Primary site for maintenance if primary maintenance is *not* ordered
    e. Quantity, description, and unit price
    f. On the face of the purchase order, print the following statement: "Subject to Master Purchase Agreement No. _____."

7.3 Additional Quotes

Licensee may request a quote for any new or unlisted Software/services and issue a purchase order under this Agreement. As new products and updates to existing products are ordered by Licensee during the term of this Agreement, the parties agree to enter into negotiations in order to replace and update Exhibit 1, Scope of Use, with mutually agreed upon terms.

7.4 Authorized Entity

An Authorized Entity may order or acquire Software, Data, Documentation, hardware, services, updates, maintenance, or support under and subject to the terms and conditions of this Agreement.

7.5 Registration/Keycode Request

To activate Software, subject to a License Manager, Licensee may be required to obtain a keycode through ESRI's Web site at myESRI.com or through ESRI's Customer Service Department.

ARTICLE 8—ESRI AUTHORIZED RESELLER ORDERS

Licensee may purchase ESRI Software from an authorized ESRI reseller under the terms of this Agreement. To implement this approach, the following requirements must be satisfied:

- The quotation for ESRI Software and the selection of the ESRI reseller must comply with all applicable State and local public procurement laws and regulations;
- The ESRI reseller must be a member of the ESRI Business Partner Program in good standing at the time the order is placed with ESRI and be authorized to provide the Software ordered as defined at ESRI Web site http://gis.esri.com/partners/index.html. Select "Resellers" to view the authorized resellers and the Software they are authorized to provide; and
- The Licensee purchase order forwarded by the reseller to ESRI must list the information requested in Article 7.2, the ESRI reseller name, and the Software MPA pricing [needed because the reseller must use the MPA pricing under the MPA. If the reseller does not use the MPA pricing, then it can't use the MPA.].

If all conditions of sale under the MPA are met, ESRI will accept the order and the authorized reseller will receive a sales commission. ESRI will deliver the ESRI Software directly to the Licensee, invoice, and receive payment for any such order. If ESRI does not accept the order, the Licensee may enter into a direct transaction with the ESRI reseller, and the order will not be processed under this MPA.

Upon request, the ESRI regional office will provide the Licensee with a list of authorized ESRI resellers in good standing that do business in the State.

ARTICLE 9—PRICING

ESRI will provide Software, Data, Documentation, maintenance, and support specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated ESRI Price List are not-to-exceed prices and include not-to-exceed shipping costs. ESRI understands and agrees that pursuant to Section 27-65-105(a) of the 1972 Mississippi Code Annotated, as amended, Licensee is exempt from the payment of taxes. The pricing for consulting and training services are subject to annual escalations beginning in January of each year. After the initial term of this Agreement, the prices for Software, Data, Documentation, maintenance, and updates may be escalated annually during any extension to the term of this Agreement.

9.1 Software, Maintenance, and Support

ESRI will provide technical support and maintenance services as specified by the Support Services policies described under "Support" ("Support Services Brochure") on the ESRI Web site home page at www.esri.com.

9.2 Hardware

Hardware purchases will be accomplished in accordance with procedures in Article 12, Hardware Purchases. ESRI is subject to hardware vendors' price fluctuations; however, ESRI shall provide a firm quote for hardware valid for sixty (60) to ninety (90) days upon written request. Licensee shall confirm delivery dates with ESRI's hardware manager prior to placing orders.

ARTICLE 10-DELIVERY; RISK OF LOSS, AND ACCEPTANCE

10.1 Delivery: ESRI shall deliver the Software, Data, Documentation, and hardware when ordered, to the location specified by Licensee and pursuant to the delivery schedule mutually agreed to by the parties.

10.2 Risk of Loss: ESRI and/or the hardware vendor shall assume and shall bear the entire risk of loss and damages to the hardware, Software, Data, and Documentation from any cause whatsoever while in transit and at all times throughout its possession thereof.

10.3 Acceptance: Acceptance is considered to have occurred ten (10) working days after installation when the hardware or Software is installed by ESRI or the hardware vendor, as appropriate. When the hardware, Software, and related materials are self-installed by the Licensee, acceptance is considered to have occurred fifteen (15) working days after delivery unless the Licensee notifies ESRI that the items fail to perform without defects. During the acceptance period, the Licensee shall have the opportunity to evaluate and test the hardware, Software, or related materials to confirm that it performs without any defects and performs pursuant to the Licensee's specifications. In the event the hardware, Software, or related materials fail to perform as stated, the Licensee shall immediately notify ESRI, who shall have ten (10) working days to correct the defects identified by the Licensee. If ESRI is unable to repair or replace the defective items, the Licensee shall be entitled to return the hardware, Software, or related materials to ESRI and shall have the right to terminate the applicable purchase order and this Agreement as to itself only.

ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

11.1 Once the Software and hardware, if any, have been accepted by Licensee as prescribed in Article 10 herein, ESRI shall submit an invoice for the fees due under any purchase order. ESRI shall submit to the Licensee only invoices that it believes are true and correct. Services will be invoiced as they are rendered. Licensee agrees to pay ESRI in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. ESRI understands and agrees that Licensee is exempt from the payment of taxes. Licensee shall notify ESRI within fifteen (15) working days of its receipt of the invoice if there is a dispute as to the content.

11.2 If payment of undisputed amounts is not made to ESRI within forty-five (45) days of Licensee's receipt of the invoice, Licensee shall be liable to ESRI for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized. Bona fide disputes as to invoices are governed by Section 31-7-305 (4) of the Mississippi Code Annotated.

11.3 ESRI may reject any purchase order if Licensee fails or refuses to pay any license or service fee due.

ARTICLE 12—HARDWARE PURCHASES

12.1 Hardware Purchase Procedures

ESRI is a value-added hardware reseller. As such, ESRI is restricted from selling hardware to any user who has not licensed ESRI Software. Licensee acknowledges ESRI's representations in this regard.

ESRI shall provide hardware prices by written quotation prior to issue of an order. ESRI will order hardware upon receipt of the Licensee's purchase order.

12.2 ESRI Installation of Workstation and/or Peripheral Equipment

When ordered by Licensee, ESRI will provide a hardware vendor's installation service for applicable hardware ordered under this Agreement in Licensee's designated office within one hundred twenty (120) days (if possible), depending on vendor inventory/delivery schedules. Installation dates may be changed by mutual consent of ESRI and Licensee. This installation shall include the successful interfacing and testing of equipment according to standard procedures associated with each manufactured item of the system.

12.3 Procedures at Site

During the installation period, ESRI shall coordinate with the hardware vendor to guide the Licensee's systems administrator on the installation and administration of the new hardware system as it relates to the operation of ESRI Software and other related Software. As the two parties work together on installation tasks, the systems administrator will be guided through key procedures needed to install and administer ESRI Software and other related software on the equipment.

12.4 Deliverables

- Hardware system as ordered
- Interfaced ESRI Software and hardware, as applicable
- Assistance in familiarization with operation of hardware (ESRI and hardware vendor, as applicable)

12.5 Responsibilities

- Licensee shall designate a person to act as its system administrator. Prior to the start date for installation, Licensee shall, at its own expense, prepare the designated site in accordance with the hardware manufacturer or third party vendor's ("Vendor's") specifications. These preparations shall include installation of appropriate electrical wiring, air conditioning, heating, humidity control, lighting, and space for hardware components.
- ESRI shall coordinate the shipping, insurance, and delivery of the various hardware components including communication with Licensee regarding appropriate logistics.
- Licensee shall provide appropriate insurance coverage for the equipment after delivery.

12.6 Manufacturer's Warranty and Infringement Indemnity

ESRI will pass through any hardware warranty and infringement indemnity from each respective manufacturer directly to the Licensee. Neither ESRI Software and Data nor vendor's hardware is designed for use in fail-safe environments or mission-critical applications such as, but not limited to, running nuclear operations, airport/aircraft control systems, or 911 emergency and life support response systems. ESRI and the hardware vendor will not be liable for any claims for loss, cost, damage, expense, or liability arising out of, or in connection with, the use and performance of Software, Data, hardware, or services in such fail-safe environments or mission-critical applications.

12.7 ESRI warrants that it has the right to sell the hardware and to license the Software and related materials provided under this Agreement, and that the Licensee shall acquire good and clear title to any hardware purchased hereunder, free and clear of all liens and encumbrances.

12.8 Each unit of hardware delivered shall be new and not "used, substituted, rebuilt, refurbished, or reinstalled" hardware.

12.9 For a period specified by the hardware manufacturer, the manufacturer warrants that any hardware provided pursuant to this Agreement shall operate without defects in material and workmanship. All hardware provided by ESRI shall be covered by ESRI's or the hardware manufacturer's, as appropriate. The obligations pursuant to these warranties shall include, but not be limited to, the repair of all defects in the hardware or the replacement of the hardware. In the event ESRI or the hardware manufacturer, as appropriate, cannot repair or replace an item of hardware, ESRI or the hardware manufacturer, as appropriate, shall refund the purchase price of the hardware to the Licensee.

12.10 SUCH WARRANTIES AND INDEMNITIES ARE IN LIEU OF AND THIS AGREEMENT EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT THE HARDWARE IS FAULT-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT.

12.11 REGARDLESS OF THE PRECEDING DISCLAIMERS, THE PARTIES UNDERSTAND AND AGREE THAT SUCH DISCLAIMERS MAY NOT APPLY TO LICENSEE. IT IS UNDERSTOOD AND AGREED THAT MISSISSIPPI LAW SHALL BE CONTROLLING ON THE ISSUE OF THE DISCLAIMER OF THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND CONTROLLING AS TO WHETHER A PARTICULAR LICENSEE IS DEEMED TO BE A MERCHANT WITHIN THE CONTEXT OF SECTION 75-2-719(4) OF THE MISSISSIPPI CODE ANNOTATED, AS AMENDED.

ARTICLE 13—GENERAL PROVISIONS

13.1 Notice

Any notice required or permitted to be given under this 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, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. ESRI's address for notice is: Ms. Sheron Bealer, Contract Manager, ESRI, 380 New York Street, Redlands, California 92373. 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.

13.2 Shipping and Handling

- Standard shipping is by two (2) day air via UPS or equivalent carrier.
- Expedited express delivery for Software can be arranged.
- It is suggested the shipping and handling charges be confirmed in advance as the ESRI invoicing program will incorporate the current fees automatically. Also, there may be periodic changes due to fluctuations in the transportation industry fees.

13.3 Maintenance

Generally, maintenance is offered on an annual basis. Upon expiration of the initial complimentary maintenance year, or any subsequent maintenance term, Licensee may issue a purchase order under this Agreement for renewal of maintenance at the terms and pricing then in effect. Upon acceptance of an ESRI quotation, the purchase order shall be issued in advance or not later than concurrent with the present maintenance term. Should there be a lapse in maintenance coverage, and at some later date the Licensee chooses to reinstate maintenance, Licensee shall pay maintenance fees for the lapsed period, not to exceed a maximum of two (2) prior years, plus one (1) year's maintenance fees in advance.

13.4 Hold Harmless: To the extent allowed by Article 8, "Limitation of Liability" in the General License Terms and Conditions document herein, ESRI shall indemnify, defend, save and hold harmless, protect and exonerate Licensee, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or directly caused by ESRI and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

13.5 Third Party Action Notification: Both parties shall give each other prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the party by any entity that may result in litigation related in any way to this Agreement, and/or which may affect the party's performance under this Agreement.

13.6 Authority to Contract: ESRI warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this 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 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 this Agreement.

13.7 Record Retention and Access to Records: ESRI 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 Agreement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, shall, at their expense, and upon prior reasonable written notice to ESRI, have access to any of ESRI's books, documents, papers and/or records that are pertinent to this Agreement to make audits, examinations, excerpts and transcriptions at ESRI's office where such records are kept during ESRI's normal business hours. All records relating to this Agreement shall be retained by ESRI for three (3) years from the date of receipt of final payment under this Agreement. 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.

13.8   Compliance with Laws: ESRI shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures, all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, ESRI shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability.

13.9   Confidential Information:(A) Both parties shall treat the other party's data and information (which in the case of ESRI data or information, shall be clearly marked as "proprietary" or "confidential") to which it has access by ESRI's performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent. In the event that either party 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, the said party shall promptly inform the other party and allow the other party an opportunity to contest such subpoena or other order and thereafter respond in conformity with such subpoena to the extent mandated by state or federal law. This section shall survive the termination or completion of this Agreement. (B) ESRI and Licensee shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which: (a) is or becomes known to the public without fault or breach of the party receiving confidential information of the Disclosing Party ("the Recipient"); (b) is furnished by the Disclosing Party to third parties without restriction on subsequent disclosure; (c) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (d) is already in the Recipient's possession without an obligation of confidentiality, or (e) is independently developed by Recipient without reliance on the confidential information.

13.10   Debarment and Suspension Certification:ESRI 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 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 Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

13.11   Title to Hardware: Title to each item of hardware purchased shall pass to the Licensee after the Licensee's acceptance of the hardware.

13.12   Network Security: ESRI and Licensee 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 Agreement, ESRI and Licensee 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. ESRI agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on ESRI'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 ESRI 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 1—DEFINITIONS

Definitions—As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

(a) "Software" means the actual copy of all or any portion of ESRI's proprietary geographic information system (GIS) software technology, computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media, including, but not limited to, alpha, beta, prerelease, restricted version(s), or final commercial release provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under this Agreement.

(b) "Data" means any ESRI or third party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in ESRI® GIS software compatible format(s) supplied under this Agreement.

(c) "Documentation" means all of the printed and digital materials including, but not limited to, user documentation, training documentation, or technical information and briefings supplied under this Agreement.

(d) "License Manager" means the nondestructive license management software program or hardware key, or similar copy protection mechanism, which controls the distribution of the licensed number of Software copies to requesting end user(s) of Licensee.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Software, Data, and Documentation are owned by ESRI and its licensor(s) and are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. ESRI and its licensor(s) retain all rights, title, and ownership not granted herein to all copies of the Software, Data, and Documentation licensed under this Agreement. From the date of receipt, Licensee agrees to use reasonable effort to protect the Software, Data, and Documentation from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to ESRI and its licensor(s).

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License—In consideration of the mutual promises and covenants provided herein and for other good and valuable consideration, and conditioned upon compliance with all of the terms and conditions set forth in the Agreement including, but not limited to, Article 4, ESRI grants to Licensee a personal, nonexclusive, nontransferable and perpetual license (unless otherwise specifically identified as a "term" license by ESRI at the time of sale, or if terminated as described elsewhere herein) to

(a) Use and copy for use as provided for in Article 4.1 herein, the Software, Data, and Documentation as a single package for Licensee's business operations only; and

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

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Standard Maintenance Program	No. of Complimentary Registrations
Primary Maintenance for ArcInfo Floating License	1
Primary Maintenance for ArcInfo Node-Locked License	2
Maintenance for ArcSDE (or SDE 3) 1 Server and Two CPU License	1
Maintenance for ArcIMS 1 Server and 2 CPU License (limited to 1 per qualifying customer number)	1
Maintenance for First Floating Higher Education ArcGIS LAB KIT License	1
Maintenance for First Node-Locked Higher Education ArcGIS LAB KIT License	1
Primary Maintenance for Maplex	1
ArcView GIS 3.x Maintenance--per 25 License	1
Maintenance for ArcGIS ArcView Single Use--per 25 License	1
Maintenance for ArcGIS ArcView Concurrent Use--per 15 License	1
Maintenance for ArcEditor--per 10 License	1
Maintenance for ArcGIS Server Server/CPU License	1
Primary Maintenance for ArcGIS Engine Developer Kit	1

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Section	Description	Price	Not to Exceed Shipping & Handling— Call for Quote
1	**ArcGIS Concurrent Use Licenses**		
	ArcInfo Concurrent Use License	$7,100	$40.00
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	$3,000	$0.00
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	$1,200	$0.00
	ArcEditor Concurrent Use License	$5,600	$40.00
	ArcView Concurrent Use License	$2,800	$20.00
	ArcGIS Spatial Analyst Concurrent Use License	$2,000	$20.00
	ArcGIS 3D Analyst Concurrent Use License	$2,000	$20.00
	ArcGIS Geostatistical Analyst Concurrent Use License	$2,000	$20.00
	ArcPress for ArcGIS Concurrent Use License	$1,120	$20.00
	ArcGIS StreetMap 8.x Concurrent Use License (U.S. data)	$400	$20.00
	ArcGIS StreetMap 9.0 Concurrent Use License	$800	$20.00
	ArcGIS Publisher Concurrent Use License	$2,000	$20.00
	ArcGIS Survey Analyst Concurrent Use License	$2,000	$20.00
	ArcGIS Tracking Analyst Concurrent Use License	$2,000	$20.00
	ArcGIS ArcScan Concurrent Use License	$2,000	$20.00
	ArcGIS Maplex Concurrent Use License	$2,000	$20.00
	ArcGIS Data Interoperability Concurrent Use License	$2,000	$20.00
	ArcGIS Schematics Concurrent Use License	$2,800	$20.00
	Primary Maintenance for ArcView Concurrent Use License	$700	$0.00
	Secondary Maintenance for ArcView Concurrent Use License	$500	$0.00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	$500	$0.00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	$200	$0.00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	$500	$0.00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	$200	$0.00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	$500	$0.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	$200	$0.00
	Maintenance for ArcPress for ArcGIS Concurrent Use License	$200	$0.00
	Maintenance for ArcGIS StreetMap 9.0 Concurrent Use License	$200	$0.00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	$500	$0.00
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	$200	$0.00
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	$500	$0.00
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	$200	$0.00
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	$500	$0.00
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	$200	$0.00
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	$500	$0.00
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	$200	$0.00
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	$500	$0.00
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	$200	$0.00
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	$500	$0.00
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	$200	$0.00
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Section	Description	Price	Not to Exceed Shipping & Handling— Call for Quote
1	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	$350	$0.00
	Primary Maintenance for ArcEditor Concurrent Use License	$1,500	$0.00
	Secondary Maintenance for ArcEditor Concurrent Use License	$1,200	$0.00
	ArcGIS Single Use Licenses		
	ArcEditor Single Use License	$5,600	$40.00
	ArcView Single Use License	$1,080	$20.00
	ArcGIS Spatial Analyst Single Use License	$2,000	$20.00
	ArcGIS 3D Analyst Single Use License	$2,000	$20.00
	ArcGIS Geostatistical Analyst Single Use License	$2,000	$20.00
	ArcPress for ArcGIS Single Use License	$240	$20.00
	ArcGIS StreetMap 8.x Single Use License (U.S. data)	$400	$20.00
	ArcGIS StreetMap 9.0 Single Use License	$800	$20.00
	ArcGIS Publisher Single Use License	$2,000	$20.00
	ArcGIS Survey Analyst Single Use License	$2,000	$20.00
	ArcGIS Tracking Analyst Single Use License	$2,000	$20.00
	ArcGIS ArcScan Single Use License	$2,000	$20.00
	ArcGIS Maplex Single Use License	$2,000	$20.00
	ArcGIS Data Interoperability Single Use License	$2,000	$20.00
	ArcGIS Schematics Single Use License	$2,800	$20.00
	Primary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Only)	$400	$0.00
	Secondary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Only) Effective October 1, 2004	$300	$0.00
	Primary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Plus Extensions)	$1,000	$0.00
	Secondary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Plus Extensions)Effective October 1, 2004	$900	$0.00
	Primary Maintenance for ArcEditor Single Use (without extensions)	$1,500	$0.00
	Secondary Maintenance for ArcEditor Single Use (without extensions)	$1,200	$0.00
	Primary Maintenance for ArcEditor Single Use with Extensions	$2,100	$0.00
	Secondary Maintenance for ArcEditor Single Use with Extensions	$1,800	$0.00
	Maintenance Activation Program (Temporary Program Expires March 31, 2005)		
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	$600	$0.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	$400	$0.00
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Plus Extensions (Price Effective May 15, 2004 thru March 31, 2005)	$1,500	$0.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	$1,300	$0.00
	Primary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	$600	$0.00
	Secondary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	$400	$0.00
	Primary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	$1,500	$0.00
	Secondary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	$1,300	$0.00

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Section	Description	Price	Not to Exceed Shipping & Handling— Call for Quote
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	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	$400	$0.00
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Plus Extensions (Price Effective May 15, 2004 thru March 31, 2005)	$1,500	$0.00
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	$1,300	$0.00
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	$1,050	$0.00
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	$750	$0.00
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Each Extension (Price Effective May 15, 2004 thru March 31, 2005)	$750	$0.00
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Each Extension (Price Effective May 15, 2004 thru March 31, 2005)	$300	$0.00

ArcGIS Upgrades

Description	Price	Not to Exceed S&H
ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License	$1,200	$20.00
ArcPress for ArcGIS Single Use License Upgrade to ArcPress for ArcGIS Concurrent Use License	$880	$20.00

Upgrade from One ArcGIS Product to Another

Description	Price	Not to Exceed S&H
Upgrade from ArcView Single Use to ArcEditor	$4,400	$20.00
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Upgrade from ArcView Concurrent Use to ArcEditor	$2,800	$20.00
Upgrade from ArcView Concurrent Use to ArcInfo	$4,300	$20.00
Upgrade from ArcEditor to ArcInfo	$1,500	$20.00

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Description	Price	Not to Exceed S&H
ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Primary 1st, 11th, 21st,...)	$3,000	$0.00
ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Secondary 2–10, 12–20...)	$1,200	$0.00
ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	$4,000	$0.00
ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Secondary 2–10, 12–20...)	$1,600	$0.00
ArcInfo 7.x or 8.0.x Extension (each) Floating License (ArcNetwork, ArcCOGO, ArcTIN, ArcGrid, or ArcScan)	$2,000	$20.00
ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	$500	$0.00
ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2-10, 12–20...)	$200	$0.00
ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	$1,100	$0.00
ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (each) (Secondary 2–10, 12–20...)	$440	$0.00

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Description	Price	Not to Exceed S&H
ArcStorm First License (3 seats) Annual Maintenance	$500	$0.00
ArcStorm Additional License (each additional seat) Annual Maintenance	$100	$0.00

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Section	Description	Price	Not to Exceed Shipping & Handling— Call for Quote
2	ArcPress for ArcInfo Floating Seat License Annual Maintenance	$200	$0.00
	ArcPress for ArcView		
	ArcPress for ArcView UNIX License	$295	$20.00
	ArcPress for ArcView Windows/Windows NT License	$295	$20.00
	ArcView 3.x and Extensions		
	UNIX		
	ArcView 3.x for UNIX Single Use License Qty. 1-5 (each)	$1,756	$20.00
	ArcView 3.x for UNIX Single Use License Qty. 6-25 (each)	$1,581	$20.00
	ArcView 3.x for UNIX Single Use License Qty. 26+ (each)	$1,405	$20.00
	ArcView 3.x for UNIX License Primary Maintenance	$700	$0.00
	ArcView 3.x for UNIX License Secondary Maintenance	$500	$0.00
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	ArcView Network Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	$2,246	$20.00
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	ArcView Network Analyst Extension for UNIX Single Use License Qty. 26+ (each)	$1,871	$20.00
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	$500	$0.00
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	$200	$0.00
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	$2,246	$20.00
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	$2,121	$20.00
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 26+ (each)	$1,871	$20.00
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	$500	$0.00
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	$200	$0.00
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	$2,696	$20.00
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	$2,546	$20.00
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 26+ (each)	$2,246	$20.00
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	$500	$0.00
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	$200	$0.00
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	$2,696	$20.00
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	$2,546	$20.00
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 26+ (each)	$2,246	$20.00
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	$500	$0.00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	$200	$0.00
	Windows/Windows NT		
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each)	$890	$20.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	$400	$0.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	$300	$0.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core Plus Extensions)	$1,000	$0.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Plus Extensions)	$900	$0.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	$1,346	$20.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	$1,271	$20.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	$1,121	$20.00

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Section	Description	Price	Not to Exceed Shipping & Handling— Call for Quote
2	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	$1,346	$20.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	$1,271	$20.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	$1,121	$20.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	$2,246	$20.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	$2,121	$20.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	$1,871	$20.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	$2,246	$20.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	$2,121	$20.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	$1,871	$20.00
	ArcView StreetMap		
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	$495	$20.00
3	**MapObjects**		
	MapObjects--Windows Edition		
	MapObjects--Windows Edition Stand-Alone Developer's Kit (includes MapObjects--Windows Edition and 50 Stand-Alone Deployments)	$4,000	$20.00
	MapObjects--Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to 2 CPU's)	$9,600	$20.00
	Additional MapObjects--Windows Edition Developer License	$800	$20.00
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	$1,000	$0.00
	MapObjects--Windows Limited Deployment Site License Kit	$16,000	$20.00
	Maintenance for MapObjects--Windows Edition Stand-Alone Developer's Kit	$1,000	$0.00
	Maintenance for MapObjects--Windows Edition Internet Developer Kit	$2,400	$0.00
	Maintenance for Additional MapObjects--Windows Edition Developer License	$200	$0.00
	Maintenance for MapObjects--Windows Limited Deployment Site License Kit	$3,000	$0.00
	25-Pak Additional MapObjects--Windows Edition Stand-Alone Deployments	$2,000	$20.00
	MapObjects LT		
	MapObjects LT 2 License	$1,000	$20.00
	MapObjects--Windows Edition StreetMap Extension		
	MapObjects--Windows Edition StreetMap Developer's Kit (1 Development License and 50 Stand-Alone Deployment Licenses)	$595	$20.00
	Additional MapObjects--Windows Edition StreetMap Stand-Alone Deployment Licenses 25 Pak	$50	$0.00
	Additional MapObjects--Windows Edition StreetMap Development License	$495	$0.00

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Section	Description	Price	Not to Exceed Shipping & Handling— Call for Quote
4	**MapObjects--Java Edition**		
	MapObjects--Java Edition Stand-Alone Developer Kit (includes MapObjects--Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	$4,000	$20.00
	MapObjects--Java Edition Internet Developer Kit (Includes 2 MapObjects Java Edition Developer License and Deployment License for One Server with up to two CPU's)	$6,000	$20.00
	MapObjects--Java Edition Internet Development and Testing License	$3,000	$20.00
	Additional MapObjects--Java Edition Developer License	$800	$20.00
	Additional MapObjects--Java Edition Server Deployment License for One Server with up to two CPU's	$4,000	$0.00
	Additional MapObjects--Java Edition CPU Deployment License	$3,000	$0.00
	Maintenance for MapObjects--Java Edition Stand-Alone Developer Kit	$1,000	$0.00
	Maintenance for MapObjects--Java Edition Internet Developer Kit	$1,500	$0.00
	Maintenance for Additional MapObjects--Java Edition Developer License	$200	$0.00
	Maintenance for Additional MapObjects-Java Edition Server Deployment License for one server with up to Two CPU's	$1,000	$0.00
	Maintenance for Additional MapObjects-Java Edition CPU Deployment License	$750	$0.00
	25-Pak Additional MapObjects-Java Edition Stand-Alone Deployments	$2,000	$0.00
	ArcGIS Engine		
	ArcGIS Engine Developer Kit License	$4,000	$20.00
	Primary Maintenance for ArcGIS Engine Developer Kit License	$3,000	$0.00
	Additional ArcGIS Engine Developer Kit License	$2,400	$20.00
	Primary Maintenance for Additional ArcGIS Engine Developer Kit License	$3,000	$0.00
	Secondary Maintenance for Additional ArcGIS Engine Developer Kit License	$1,500	$0.00
	ArcGIS Engine Runtime		
	Standard ArcGIS Engine Runtime License	$400	$0.00
	ArcGIS Engine Runtime 3D Extension License	$1,200	$0.00
	ArcGIS Engine Runtime Spatial Extension License	$1,200	$0.00
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	$1,200	$0.00
	ArcGIS Engine Runtime StreetMap Extension License	$400	$0.00
	Standard ArcGIS Engine Runtime License (50 pack)	$18,000	$0.00
	ArcGIS Engine Runtime Extensions License (3D, Spatial, or Enterprise Geodatabase Update)10 pack	$10,800	$0.00
	ArcGIS Engine Runtime StreetMap Extension License (10 pack)	$3,600	$0.00
	Maintenance for Standard ArcGIS Engine Runtime License Without Extensions	$150	$0.00
	Maintenance for Standard ArcGIS Engine Runtime License With Extensions	$500	$0.00
5	**ArcGIS Server (Production Server)**		
	ArcGIS Server License (up to 2 CPUs) includes 2 Developer Licenses	$24,000	$20.00
	Additional CPU's on a Licensed ArcGIS Server	$12,000	$0.00
	Additional ArcGIS Server Single Use Developer License	$2,400	$0.00
	ArcGIS Server License Spatial Extension (up to 2 CPU's)	$8,000	$20.00
	Additional CPU's on a Licensed ArcGIS Server Spatial Extension	$4,000	$0.00
	ArcGIS Server License 3D Extension (up to 2 CPU's)	$8,000	$20.00
	Additional CPU's on a Licensed ArcGIS Server 3D Extension	$4,000	$0.00
	ArcGIS Server License StreetMap Extension (up to 2 CPU's)	$4,000	$20.00
	Additional CPU's on a Licensed ArcGIS Server StreetMap Extension	$2,000	$0.00

		Price	Not to Exceed Shipping & Handling— Call for Quote
Section	**Description**		
5	Maintenance for ArcGIS Server License	$7,500	$0.00
	Maintenance for Additional CPU on a Licensed ArcGIS Server	$3,750	$0.00
	Primary Maintenance for Additional Single Use ArcGIS Server Developer License	$750	$0.00
	Secondary Maintenance for Additional Single Use ArcGIS Server Developer License	$375	$0.00
	Maintenance for ArcGIS Server License Spatial Extension	$2,500	$0.00
	Maintenance for Additional CPU on a Licensed ArcGIS Server Spatial Extension	$1,250	$0.00
	Maintenance for ArcGIS Server License 3D Extension	$2,500	$0.00
	Maintenance for Additional CPU on a Licensed ArcGIS Server 3D Extension	$1,250	$0.00
	Maintenance for ArcGIS Server License StreetMap Extension	$1,250	$0.00
	Maintenance for Additional CPU on a Licensed ArcGIS Server StreetMap Extension	$625	$0.00
	ArcGIS Server (Development and Testing)		
	ArcGIS Server Development and Testing License (up to 2 CPU's)	$12,000	$20.00
	Additional CPU on licensed ArcGIS Server Development and Testing	$6,000	$0.00
	ArcGIS Server Development and Testing License Spatial Extension (up to 2 CPU's)	$4,000	$20.00
	Additional CPU on Licensed ArcGIS Server Development and Testing Spatial Extension	$2,000	$0.00
	ArcGIS Server Development and Testing License 3D Extension (up to 2 CPU's)	$4,000	$20.00
	Additional CPU on Licensed ArcGIS Server Development and Testing 3D Extension	$2,000	$0.00
	ArcGIS Server Development and Testing License StreetMap Extension (up to 2 CPU's)	$2,000	$20.00
	Additional CPU on Licensed ArcGIS Server Development and Testing StreetMap Extension	$1,000	$0.00
	Maintenance for ArcGIS Server Development and Testing License	$3,750	$0.00
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing	$1,875	$0.00
	Maintenance for ArcGIS Server Development and Testing License Spatial Extension	$1,250	$0.00
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing Spatial Extension	$625	$0.00
	Maintenance for ArcGIS Server Development and Testing License 3D Extension	$1,250	$0.00
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing 3D Extension	$625	$0.00
	Maintenance for ArcGIS Server Development and Testing License StreetMap Extension	$625	$0.00
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing StreetMap Extension	$312	$0.00
6	**ArcSDE**		
	ArcSDE Installation Pack	$320	$20.00
	ArcSDE Server and two Processors (incl. License for 1 Server and 2 Processors, 5 Read and Write Connection Licenses)	$8,000	$20.00
	ArcSDE License for One Additional Processor	$4,000	$20.00
	ArcSDE Read and Write Server Connection License	$800	$20.00
	ArcSDE Read-Only Server Connection License	$400	$20.00
	Maintenance for ArcSDE or SDE Server License with Two CPUs	$3,000	$0.00
	Maintenance for ArcSDE or SDE Additional Processor License	$1,000	$0.00
	Maintenance for ArcSDE/SDE Read and Write Server Connection License	$150	$0.00
	Maintenance for ArcSDE/SDE Read-Only Server Connection License	$150	$0.00
	Maintenance for ArcSDE Single Use License Per Notebook Computer	$200	$0.00

Section	Description	Price	Not to Exceed Shipping& Handling— Call for Quote
7	**ArcIMS**		
	ArcIMS Server/CPU License Internet Deployment License for One Server and Two CPU's and ArcIMS Software	$8,000	$20.00
	ArcIMS Additional CPU License	$4,000	$0.0
	ArcIMS Single Use Development License (each)	$800	$20.00
	ArcIMS Server/CPU Annual Maintenance	$2,000	$0.00
	ArcIMS Additional CPU Annual Maintenance	$1,000	$0.00
	ArcIMS Single Use Development License Annual Maintenance Fee	$200	$0.00
	ArcIMS Small Local Government Server/CPU License for One Server and Up to 2 CPU's	$5,000	$20.00
	Maintenance for ArcIMS Small Local Government Server/CPU License	$1,500	$0.00
	Upgrade of Small Local Government License to ArcIMS Regular Edition License	$5,000	$0.00
	ArcIMS Route Server		
	ArcIMS Route Server License for One Server and 2 CPU's	$2,400	$20.00
	Annual Maintenance for ArcIMS Route Server License for One Server and 2 CPU's	$600	$0.00
	ArcIMS Route Server Additional CPU License	$1,200	$0.00
	Annual Maintenance for ArcIMS Route Server Additional CPU License	$300	$0.00
	ArcIMS Route Server Data Options		
	Data Pack--Tele Atlas MultiNet USA License for One Server and 2 CPU's	$15,000	$20.00
	Annual Update Fee Data Pack--Tele Atlas MultiNet USA License for one Server and 2 CPU's	$7,500	$20.00
	Data Pack--Tele Atlas MultiNet USA Additional CPU License	$5,000	$20.00
	Annual Update Fee--Data Pack-Tele Atlas MultiNet USA Additional CPU License	$2,500	$20.00
	Data Pack--GDT USA Data Pack License for up to 5,000,000 Transactions	$10,000	$20.00
	Data Pack--GDT USA Data Pack License for up to 20,000,000 Transactions	$25,000	$20.00
	Data Pack--GDT USA Data Pack License for up to 60,000,000 Transactions	$75,000	$20.00
	ArcIMS Data Delivery Extension		
	ArcIMS Data Delivery Extension License for One Server and 2 CPU's	$4,000	$20.00
	Annual Maintenance for ArcIMS Data Delivery Extension License for One Server and 2 CPU's	$1,000	$0.00
	Additional CPU License for ArcIMS Data Delivery Extension	$2,000	$0.00
	Annual Maintenance for Additional CPU License for ArcIMS Data Delivery Extension	$600	$0.00
8	**Business Applications Software**		
	ArcView Business Analyst		
	ArcView Business Analyst Software and Data License and One-Year Maintenance (per license) ESRI BIS	$15,996	$20.00
	ArcView Business Analyst Software and Data License and One-Year Maintenance (per license) AGS	$15,996	$20.00
	Annual Maintenance (per license) ArcView Business Analyst ESRI BIS	$15,996	$0.00
	Annual Maintenance (per license) ArcView Business Analyst AGS	$15,996	
	ArcView Business Analyst Extension Software and Data License and One-Year maintenance (per license) ESRI BIS	$14,796	$20.00
	ArcView Business Analyst Extension Software and Data License and One-Year maintenance (per license) AGS	$14,796	$20.00
	Annual Maintenance ArcView Business Analyst Extension (per license) ESRI BIS	$14,796	$0.00

Section	Description	Price	Not to Exceed Shipping & Handling— Call for Quote
8	Annual Maintenance ArcView Business Analyst Extension (per license) AGS	$14,796	$0.00
	Optional AGS Data Pack (only for ArcView Business Analyst Customers Who have already purchased ArcView Business Analyst with the ESRI BIS Data Set)	$2,500	$20.00
	Optional ESRI BIS Data Pack (only for ArcView Business Analyst Customers Who have already purchased ArcView Business Analyst with the AGS Data Set)	$2,500	$20.00
	Annual Maintenance for Optional ESRI BIS Data Pack (per license)	$2,500	$0.00
	Annual Maintenance for Optional AGS Data Pack (per license)	$2,500	$0.00
	ArcGIS Business Analyst		
	ArcGIS Business Analyst--Professional Edition Software and Data License and one-year maintenance (per license) ESRI BIS	$15,996	$20.00
	ArcGIS Business Analyst--Professional Edition Software and Data License and one-year maintenance (per license) AGS	$15,996	$20.00
	Annual Maintenance for ArcGIS Business Analyst--Professional Edition (per license) ESRI BIS	$15,996	$0.00
	Annual Maintenance for ArcGIS Business Analyst--Professional Edition (per license) AGS	$15,996	$0.00
	ArcGIS Business Analyst Extension-Professional Edition Software and Data License and One-Year Maintenance (per license) ESRI BIS	$14,796	$20.00
	ArcGIS Business Analyst Extension-Professional Edition Software and Data License and One-Year Maintenance (per license) AGS	$14,796	$20.00
	Annual Maintenance for ArcGIS Business Analyst Extension-Professional Edition Software and Data License ESRI BIS	$14,796	$0.00
	Annual Maintenance for ArcGIS Business Analyst Extension-Professional Edition Software and Data License AGS	$14,796	$0.00
	ArcGIS Business Analyst Extension-Developer Edition (no data)	$2,500	$20.00
	Annual Maintenance (per license) for ArcGIS Business Analyst Extension-Developer Edition (no data)	$2,500	$0.00
	ArcGIS Business Analyst Optional AGS Data Pack (only for the ArcGIS Business Analyst customer that has already purchased ArcGIS Business Analyst with the ESRI BIS data set)	$2,500	$20.00
	Annual Maintenance for ArcGIS Business Analyst Optional AGS Data Pack	$2,500	$0.00
	Upgrade ArcGIS Business Analyst Single Use to Concurrent Use (Offered Only If On Maintenance)	$1,200	$20.00

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9	**ArcLogistics Route**		
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data)	$9,600	$20.00
	ArcLogistics Route Annual Maintenance (U.S. data)	$2,000	$0.00
	ArcLogistics Route Additional Service Area (U.S. data)	$2,000	$20.00
	ArcLogistics Route Additional Service Area (U.S. data) Annual Maintenance	$1,000	$0.00
	ArcLogistics Route No Data License	$8,000	$20.00
	ArcLogistics Route No Data License Annual Maintenance	$1,000	$0.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak	$24,000	$20.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak Annual Maintenance	$6,000	$0.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak	$80,000	$20.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak Annual Maintenance	$20,000	$0.00
	ArcLogistics Route No Data License for Citrix 5-Pak	$20,000	$20.00
	ArcLogistics Route No Data License for Citrix 5-Pak Annual Maintenance	$5,000	$0.00
	ArcLogistics Route No Data License for Citrix 25-Pak	$60,000	$20.00
	ArcLogistics Route No Data License for Citrix 25-Pak Annual Maintenance	$15,000	$0.00
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data) for Local Government	$6,000	$20.00
	ArcLogistics Route Annual Maintenance (U.S. data) for Local Government	$1,600	$0.00
	ArcLogistics Route No Data License for Local Government	$5,000	$20.00
	ArcLogistics Route No Data License for Local Government Annual Maintenance	$1,000	$0.00
	ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government	$18,000	$20.00
	ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government Annual Maintenance	$3,600	$0.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government	$24,000	$20.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government Maintenance	$6,000	$0.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak for Local Government	$80,000	$20.00
	ArcLogistics Route for Citrix Licenses (U.S. data) 25-Pak for Local Government Annual Maintenance	$20,000	$0.00
	ArcLogistics Route No Data License for Citrix 3-Pak for Local Government	$15,000	$20.00
	ArcLogistics Route No Data License for Citrix 3-Pak for Local Government Annual Maintenance	$3,000	$0.00
	ArcLogistics Route No Data License for Citrix 5-Pak for Local Government	$20,000	$20.00
	ArcLogistics Route No Data License for Citrix 5-Pak for Local Government Annual Maintenance	$5,000	$0.00
	ArcLogistics Route No Data License for Citrix 25-Pak for Local Government	$60,000	$20.00
	ArcLogistics Route No Data License for Citrix 25-Pak for Local Government Annual Maintenance	$15,000	$0.00
	BusinessMAP 3.5		
	BusinessMAP 3.5	$349	$20.00
	RouteMAP IMS		
	RouteMAP IMS Server/CPU License	$2,400	$20.00
	RouteMAP IMS Additional CPU License	$400	$0.00
	RouteMAP IMS Maintenance Server/CPU License	$1,000	$0.00
	RouteMAP IMS Maintenance for Additional CPU License	$500	$0.00

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Section 9	RouteMAP IMS Data Pack USA Server/CPU License	$2,400	$20.00
	RouteMAP IMS Data Pack USA Additional CPU License	$400	$0.00
	RouteMAP IMS Data Pack USA Maintenance Server/CPU License	$1,000	$0.00
	RouteMAP IMS Data Pack USA Maintenance for Additional CPU License	$500	$0.00
	RouteMAP IMS Data Pack North American Server/CPU License	$9,500	$20.00
	RouteMAP IMS Data Pack North American Additional CPU License	$500	$0.00
	RouteMAP IMS Data Pack North American Maintenance for Server/CPU License	$3,000	$0.00
	RouteMAP IMS Data Pack North American Maintenance for Additional CPU License	$500	$0.00
10	**Other Software**		
	NetEngine		
	NetEngine Standard Developer Kit (incl. 1 Developer License and 10 Deployment Licenses)	$10,000	$20.00
	NetEngine Internet Developer Kit (incl. 2 Developer Licenses and One Deployment License for One Server with Up to Two CPUs)	$6,000	$20.00
	Additional NetEngine Server/CPU Deployment License (Up to 2 CPUs)	$4,800	$20.00
	Additional NetEngine CPU Deployment License	$4,000	$20.00
	Additional NetEngine Developer License	$2,000	$20.00
	Annual Maintenance for NetEngine Standard Developer Kit	$2,000	$0.00
	Annual Maintenance for NetEngine Internet Developer Kit	$2,000	$0.00
	Annual Maintenance for NetEngine Additional Server/CPU Deployment License	$1,200	$0.00
	Annual Maintenance for Additional NetEngine CPU Deployment License	$1,000	$0.00
	Annual Maintenance for Additional NetEngine Developer License (each)	$500	$0.00
	NetEngine Annual Renewal for Network Server Deployment License (Old Program)	$1,000	$0.00
	Maplex		
	Maplex First Single Use License	$15,000	$20.00
	Maplex Second Single Use License	$14,000	$20.00
	Maplex Third Single Use License	$11,500	$20.00
	Maplex Single Use License Annual Primary Maintenance	$3,750	$0.00
	Maplex Single Use License Annual Secondary Maintenance	$1,500	$0.00
	Production Line Tool Set		
	Production Line Tool Set Mapping Agency Solution	$8,000	$20.00
	Annual Maintenance for Production Line Tool Set Mapping Agency Solution	$2,500	$0.00
	Production Line Tool Set Nautical Solution	$8,000	$20.00
	Annual Maintenance for Production Line Tool Set Nautical Solution	$2,500	$0.00
	Production Line Tool Set Defense Solution	$8,000	$20.00
	Annual Maintenance for Production Line Tool Set Defense Solution	$2,500	$0.00
	Production Line Tool Set Aeronautical Solution	$8,000	$20.00
	Annual Maintenance for Production Line Tool Set Aeronautical Solution	$2,500	$0.00
	Production Tool Set Foundation	$4,300	$20.00
	Annual Maintenance for Production Tool Set Foundation	$1,250	$0.00
	GIS Data ReViewer		
	Production Line Tool Set Solutions GIS Data ReViewer	$2,200	$0.00
	Annual Maintenance for Production Line Tool Set Solution GIS Data ReViewer	$625	$0.00
	Map Production System (MPS) to Produce Topographic Line Maps (TLMs)	$2,200	$0.00

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10	Annual Maintenance for Map Production System (MPS)	$625	$0.00
	Job Tracking Extension (JTX)		
	Job Tracking Extension (JTX) Concurrent Use License	$2,000	$0.00
	Primary Maintenance Job Tracking Extension (JTX) Concurrent Use License	$500	$0.00
	Secondary Maintenance Job Tracking Extension (JTX) Concurrent Use License	$200	$0.00
	ArcPad		
	ArcPad Single Use License	$396	$20.00
	ArcPad Single Use License Technical Support	$295	$0.00
	ArcPad Pay-As-You-Go Support (per incident)	$50	$0.00
	ArcPad Application Builder Single Use License	$1,200	$20.00
	ArcPad Application Builder Primary Maintenance	$500	$0.00
	ArcPad Application Builder Secondary Maintenance	$300	$0.00
	ArcPad 5.x to ArcPad 6 Upgrade	$150	$20.00
	ArcPad StreetMap with GDT Dynamap Transportation Data	$119	$20.00
	Ongoing Technical Support for ArcPad StreetMap with GDT Dynamap Transportation Data	$99	$0.00
	Desktop Mapping Software		
	PC ARC/INFO		
	PC ARC/INFO Single Use License	$2,396	$20.00
	PC ARC/INFO 4.0 Upgrade per License	$295	$20.00
	PC ARC/INFO Desktop Maintenance (Twelve Months of Technical Support for One Authorized Contact)	$845	$0.00
11	**Reserved**		
12	**ESRI BIS CommunityInfo**		
	National Datasets		
	CommunityInfo Economic Development License National Dataset	$4,400	$20.00
	CommunityInfo Homeland Security License National Dataset	$4,400	$20.00
	CommunityInfo Healthcare License National Dataset	$8,000	$20.00
	CommunityInfo Financial Services License National Dataset	$8,000	$20.00
	CommunityInfo Insurance License National Dataset	$8,000	$20.00
	CommunityInfo Retail License National Dataset	$8,000	$20.00
	CommunityInfo Restaurant License National Dataset	$8,000	$20.00
	CommunityInfo Census License National Dataset	$1,000	$20.00
	Single State Datasets		
	CommunityInfo Economic Development License Single State Dataset	$2,900	$20.00
	CommunityInfo Homeland Security License Single State Dataset	$2,900	$20.00
	CommunityInfo Healthcare License Single State Dataset	$5,300	$20.00
	CommunityInfo Financial Services License Single State Dataset	$5,300	$20.00
	CommunityInfo Insurance License Single State Dataset	$5,300	$20.00
	CommunityInfo Retail License Single State Dataset	$5,300	$20.00
	CommunityInfo Restaurant License Single State Dataset	$5,300	$20.00
	CommunityInfo Census License Single State Dataset	$600	$20.00
	Single MSA Datasets		
	CommunityInfo Economic Development License Single MSA Dataset	$1,400	$20.00

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12	CommunityInfo Homeland Security License Single MSA Dataset	$1,400	$20.00
	CommunityInfo Healthcare License Single MSA Dataset	$2,800	$20.00
	CommunityInfo Financial Services License Single MSA Dataset	$2,800	$20.00
	CommunityInfo Insurance License Single MSA Dataset	$2,800	$20.00
	CommunityInfo Retail License Single MSA Dataset	$2,800	$20.00
	CommunityInfo Restaurant License Single MSA Dataset	$2,800	$20.00
	CommunityInfo Census License Single MSA Dataset	$360	
	Single County Datasets$20.00		
	CommunityInfo Economic Development License Single County Dataset	$1,100	$20.00
	CommunityInfo Homeland Security License Single County Dataset	$1,100	$20.00
	CommunityInfo Healthcare License Single County Dataset	$2,000	$20.00
	CommunityInfo Financial Services License Single County Dataset	$2,000	$20.00
12	CommunityInfo Insurance License Single County Dataset	$2,000	$20.00
	CommunityInfo Retail License Single County Dataset	$2,000	$20.00
	CommunityInfo Restaurant License Single County Dataset	$2,000	$20.00
	CommunityInfo Census License Single County Dataset	$125	$20.00
13	**Software Media Kits and Hardware Keys**		
	Additional Install Kit for ArcGIS (Parallel)	$400	$20.00
	Additional Install Kit for ArcGIS (USB)	$400	$20.00
	ArcInfo NT Hardware Key Slimline	$50	$20.00
	NT USB Hardware Key	$50	$20.00
14	**Developer Support Program**		
	ArcIMS Developers Priority Support	$1,495	$0.00
	ArcIMS Developers Pay-As-You-Go Support (per incident)	$150	$0.00
	MapObjects LT Developers Priority Support	$395	$0.00
	MapObjects LT Pay-As-You-Go Support (per incident)	$60	$0.00
	ArcInfo Workstation Developers Priority Support	$2,000	$0.00
	ArcInfo Workstation Developers Pay-As-You-Go Support (per incident)	$175	$0.00
	ArcGIS Desktop Developers Priority Support	$2,000	$0.00
	ArcGIS Desktop Developers Pay-As-You-Go Support	$175	$0.00
	Cross Product Plan Developers Priority Support	$2,000	$0.00
	Annual Premium Support Services	$75,000	$0.00
	Premium Support Services at an Hourly Rate--Minimum 36 Hours	$7,500	$0.00
	Installation Services		
	Single Workstation Installation of ArcInfo and Extensions in USA	$2,500	$0.00
	Multiple (up to 5) Workstation Installations of ArcInfo and Extensions at One Site in the USA	$3,500	$0.00
	ArcIMS Implementation--Service for the ArcIMS Standard Edition Server/CPU License. Consists of up to 20 hours of travel and on-site support, over 2 days.	$3,500	$0.00
	Training		
	ESRI Site Training per Student, per Day at ESRI Learning Centers (USA)	$383	$0.00
	Client Site Training per Class, per Day (12 Students) at Client Locations (USA)	$2,993	$0.00

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15	**Virtual Campus**		
	Individual Courses		
	ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat	$25	$0.00
	ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat	$50	$0.00
	ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat	$75	$0.00
	ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat	$100	$0.00
	ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat	$125	$0.00
	ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat	$150	$0.00
	ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat	$175	$0.00
	ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat	$200	$0.00
	ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat	$225	$0.00
	ESRI Virtual Campus Subscription Pricing		
	Education Subscriptions (for all Virtual Campus courses)		
	Annual Premium Subscription ($2,500 Virtual Campus Dollar Value)	$2,250	$0.00
	Annual Premium Subscription ($5,000 Virtual Campus Dollar Value)	$4,250	$0.00
	Annual Premium Subscription ($10,000 Virtual Campus Dollar Value)	$7,000	$0.00
	Annual Premium Subscription ($50,000 Virtual Campus Dollar Value)	$30,000	$0.00
	Annual Premium Subscription ($100,000 Virtual Campus Dollar Value)	$50,000	$0.00
	Annual Standard Subscription ($2,500 Virtual Campus Dollar Value)	$2,125	$0.00
	Annual Standard Subscription ($5,000 Virtual Campus Dollar Value)	$4,000	$0.00
	Annual Standard Subscription ($10,000 Virtual Campus Dollar Value)	$6,000	$0.00
	Annual Standard Subscription ($50,000 Virtual Campus Dollar Value)	$25,000	$0.00
	Annual Standard Subscription ($100,000 Virtual Campus Dollar Value)	$40,000	$0.00
	ESRI Virtual Campus Web Workshop		
	ESRI Virtual Campus Web Workshop (per seat)	$30	$0.00

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