

Bill To:
State of Idaho Various
Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701



State of Idaho Various Agencies

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Statewide Blanket Purchase Order
Contract Renewal - 01

Statewide Blanket Purchase
Order
SBPO1218 - 01

DELIVER

TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701

Date: Mon Feb 19, 2007
F.O.B: Destination
Terms:

VENDOR:

ESRI, INC.
380 New York Street
Redlands, CA 92373-8100
Attn: Telebusiness Rep
Vendor Nbr:
Emailed To: rschardein@esri.com
Phone: 909-793-2853
Fax: 909-307-3049
Account Number: P00000055576

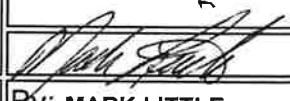
Start of Service Sun Jan 07, 2007
Date
Sun Jan 06, 2008
End of Service
Date:

RFQ#: RFQ04560
DOC#: PREQ9339

File(s) Attached:
ESRI2007.pdf

Buyer: MARK LITTLE 208-332-1611

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		1000000.00
	Total:			1000000.00
Blanket Comments:	<p>GEOGRAPHIC INFORMATION SYSTEMS SOFTWARE AND SERVICES CONTRACT SBPO1218 RENEWAL</p> <p>This contract renewal and the provisions hereof are hereby made part of that certain State of Idaho contract number SBPO1218, for GEOGRAPHIC INFORMATION SYSTEMS SOFTWARE AND SERVICES as per attached Master Purchase Agreement 2004MPA285 (Reconsolidated for January 7, 2007 to January 6, 2008 term) for the benefit of STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS AND ELIGIBLE POLITICAL SUBDIVISIONS OR PUBLIC AGENCIES, between ESRI, INC. as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:</p> <p>All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified per the attached document: ESRI2007. The effective date of this renewal is JANUARY 7, 2007.</p> <p>This contract is renewed for ONE (1) YEAR commencing JANUARY 7, 2007 and expiring JANUARY 6, 2008. The same terms, conditions and prices prevail for the contract renewal period.</p> <p>The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders,</p>			

requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.				
SIGNED AND DATED ACCEPTANCE LETTER FROM ESRI, INC. ON FILE AT THE DIVISION OF PURCHASING				
Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Geographic Information Systems (GIS) software and services (206-54) (nt)	1 YR	1000000.00	1000000.00
Instr: Master Purchase Agreement 2004MPA285 first renewal with option to renew for one additional (1) year period.				
General Comments:				
Instructions: Freight / Handling Included in Price				
		By: MARK LITTLE		
Print Document		and	Execute Action	Back to Quick PO Lookup
mark.little@adm.idaho.gov				



State of Idaho A00000000011
 Idaho Division of Purchasing
 5569 Kendall
 PO Box 83720
 Boise ID, 83720-0075

Request for Quotation

Tue Feb 13 15:07:06 GMT-0800 (PST) 2007

RFQ Nbr: RFQ04560
 Reference Number:

Requisition Nbr: REQ06757
 Document Nbr: PREQ9339

RFQ Response Due
 NO LATER THAN 03/15/2005 8:40 AM
 Close of Business on:

[View Attachments](#)
 No Header Attachments

Start of Service Date: 01/07/2005

End of Service Date: 01/06/2007

Freight: Freight / Handling Included in Price

FOB:

Destination

Delivery Point: VARIOUS

Name 1: State of Idaho Various Agencies

Name 2: Various State Agencies

Name 3: located throughout Idaho

Address 1: ****

Address 2:

City, State & Zip: Various, ID 83701

Contact Person: LYLE GESSFORD

Phone Nbr: 208.327.7115

Fax Nbr: 208.327.7320

Email Address: lyle.gessford@adm.idaho.gov

Buyer: LYLE GESSFORD

Phone Nbr: 208-332-1611

Fax Nbr: 208-327-7320

Email Address: lyle.gessford@adm.idaho.gov

Special Instruction Section:

Mandatory

Instruction

1

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS AND SOLICITATION INSTRUCTIONS TO VENDORS: The State of Idaho Standard Contract Terms and Conditions and Solicitation Instructions to Vendors are hereby incorporated by reference into this solicitation as if set forth herein in their entirety, and are located on the Internet at www.adm.idaho.gov/purchasing/purpubs.htm. If you do not have internet access, you may contact the Div. of Purchasing at 208-327-7465 to obtain a copy. The Standard Contract Terms and Conditions and Solicitation Instructions to Vendors shall apply to this solicitation and the State of Idaho Standard

Contract Terms and Conditions shall apply to any contract resulting from this solicitation. Failure by any submitting vendor to obtain a copy of such shall in no way constitute or be deemed a waiver by the State of either document, or any part of them. No liability will be assumed by the Division of Purchasing for a submitting vendor's failure to consider the State of Idaho Standard Contract Terms and Conditions in its response to the solicitation.

By submitting an electronic response, the submitting vendor hereby offers to sell to the State of Idaho the specified property and/or services, if this quotation, bid, or proposal (response) is accepted within a reasonable time from the date of closing, at the price shown in our response and under all the terms and conditions contained in, or incorporated by reference into the State of Idaho's solicitation.

Submission of an electronic response to the State of Idaho constitutes and shall be deemed an offer to sell to the State of Idaho the specified property and/or services at the price shown in the response and under the State's Terms and Conditions.

The electronic response submitter certifies that he/she is authorized to sign the response for the submitting vendor and that the response is made without connection with any person, firm, or corporation making a response for the same goods and/or services and is in all respects fair and without collusion or fraud.

2

Item Number: 001

Ref Number:

RFQ Nbr: RFQ04560

Quantity:

2

Unit of Measure:

YR

Commodity Code:206-54--

File Attachments: none

Description:

Geographic Information Systems (GIS) software and services

[Print](#)[BACK](#)



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

MASTER PURCHASE AGREEMENT

BETWEEN THE

STATE OF IDAHO

AND

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

AGREEMENT NO. 2004MPA285

Reconsolidated for January 7, 2007 to January 6, 2008 term

*This is different from the
Master Agreement from the
original PO.*

This is 2004MPA285

*The original was
2004 P 285*

GREGORY LINDSTROM

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MASTER PURCHASE AGREEMENT—DOMESTIC
The State of Idaho (State) and
Environmental Systems Research Institute, Inc. (ESRI)
Agreement No. 2004MPA285

WHEREAS, ESRI is a developer and marketer of proprietary geographic information system Software, Data, Documentation for use in a variety of industries and applications; to this end, ESRI has developed and licenses many commercial-off-the-shelf software packages. In addition, ESRI sells computer hardware and a variety of specialized and custom implementation services, as well as education, training, maintenance and user support "services"; and

WHEREAS, the State wishes to acquire such geographic information system(s) for its own use and allow Public Agencies to acquire and use geographic information system(s) as defined herein: and

WHEREAS the State may acquire the items offered herein and ESRI will also offer a Public Agency (as defined herein) the opportunity to participate and use this agreement (as further defined herein) provided such Public Agency agrees and accepts the terms and conditions contained herein. Within the State, school districts (K-12), and libraries can purchase off this Master Purchase Agreement (Agreement or MPA) pursuant to Attachment E;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, each of the undersigned parties agrees to be bound by the terms and conditions of this Agreement.

This Agreement, including Articles 1 through 21 and Attachments A through F that are incorporated by this reference, constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. This Agreement constitutes the first of two potential one-year renewals permitted by Section 3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the last date below as executed by their duly authorized representatives.

STATE OF IDAHO
(State)

By:

Authorized Signature

Printed Name:

Title:

Date:

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

By:

Authorized Signature

Printed Name:

Title:

Date:

ARTICLE 1—DEFINITIONS

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

"Software" means the actual copy of all or any portion of ESRI's proprietary software technology, computer software code, components, dynamic link (DLL), underlying organization, object model, and programs delivered on any media including any release provided in source, object or executable code format(s) inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension or merged copies permitted hereunder.

"Data" except as otherwise provided herein, 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.

"Documentation" means all of the printed and digital materials including, but not limited to, user documentation, training documentation, or technical information and briefings.

"Update" shall mean a subsequent release of Software that is generally made available for Supported Software Licenses at no additional charge during the period of complimentary maintenance or as part of paid annual maintenance thereafter.

"Software Developer" shall mean an organization that develops customized Software for internal or external use.

"Licensee" means the State of Idaho or a Public Agency that places orders pursuant to this Agreement. The Department of Administration, State of Idaho (State) as signatory of this Agreement, represents that it is the statutory purchasing agent for State agencies.

"Public Agency" means any city or political subdivision of the State, including, but not limited to counties, school districts, highway districts and port authorities, instrumentalities of counties, cities or any political subdivision of the State. A Public Agency of the State is authorized to order, acquire and use Software, Data, Web Services, Documentation, products, or services through this Agreement, provided such agency complies and abides by the requirements (terms and conditions) of this Agreement.

"Web Services" means software services or third party data components that perform GIS functions, tasks, or data services and are accessed over the Internet.

ARTICLE 2—HEADINGS

The headings and titles to the Articles and paragraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

ARTICLE 3—TERM OF AGREEMENT

This Agreement will become effective on the last date it is signed by the parties and will continue in effect for two (2) years unless terminated as prescribed in Article 6. Thereafter this Agreement may be renewed for two (2), one (1) year terms.

ARTICLE 4—INDEPENDENT CONTRACTOR

If ordered, ESRI shall, as outlined in the attachments, provide the Software, personnel, material, services, and/or facilities as an independent contractor. ESRI's employees shall not be deemed to be employees or agents of the State, nor shall State employees be deemed employees or agents of ESRI. ESRI shall be solely liable for all labor, taxes, insurance, and other expenses, except as specifically stated herein. ESRI shall exonerate, indemnify, and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to ESRI or its employees engaged in performance under this Agreement. ESRI will maintain any applicable workman's compensation insurance and will provide certificate of same, if requested. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the State's option, result in termination of this Agreement or in a contract price adjustment to cover the State's cost of providing any necessary workman's compensation insurance. The State does not assume liability as an employer.

ARTICLE 5—EXTENSION AND MODIFICATION

This Agreement may be amended or modified only by written amendment that has been signed by the parties.

ARTICLE 6—TERMINATION; CANCELLATION

6.1

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 any 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.

6.2

Purchase orders, other than for the initial purchase, may be canceled by the State 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. In this case, the cancellation will require State payment of shipping costs and return shipping costs. The State 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 35 percent (35%) of hardware list price.

ARTICLE 7—NONAPPROPRIATION OF FUNDS; LIMITATION

7.1

It is understood and agreed that the State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State Legislature or the Congress of the United States as may from time to time exist. In the event the Idaho Legislature or the Congress fails, neglects, or refuses to appropriate such funds as may be designated by the Licensee to make payments pursuant to this Agreement, orders made under this Agreement remaining unpaid shall be at such time be automatically terminated and at an end, and all future rights and liabilities of the parties hereto shall thereupon cease within ten (10) days after written notice to ESRI.

7.2

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

ARTICLE 8—ORDERS

8.1 Order Process

Written purchase orders will be provided to ESRI based on the fees specified in the attachments. Normally purchase orders will be processed directly through ESRI. Licensee may request a quote for any new or unlisted Software/services and issue a purchase order under this Agreement. Licensee is requested to confirm Software discount pricing level, hardware pricing, and model availability with ESRI prior to placement of a purchase order. The terms and conditions of this Agreement shall govern purchase orders/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.

It shall be the responsibility of the Public Agency to independently contract with ESRI and to comply with any other applicable provisions of Idaho law governing its use of this MPA.

8.2 Order Requirements

All purchase orders shall reference the terms and conditions of this Agreement. Registration/Keycode Request Form must be completed and accompany all purchase orders for UNIX-based Software to ensure delivery of the appropriate Software. The Registration/Keycode Request Form may be found at the bottom of the page of www.myESRI.com.

The following information shall also be included in each purchase order:

- Place of delivery
- Purchase order number
- Date delivery is requested (minimum thirty [30] days after ESRI receipt of order)
- Print the following on all purchase orders:

"Acquired through and subject to Master Purchase Agreement No. 2004MPA285."

- Primary site for maintenance if primary maintenance is **not** ordered

- Quantity, description, and unit price
- Completed Registration/Keycode Request Form where applicable

8.3 Order Rejection

Any order received that does not comply with the requirements of Article 8 may be rejected.

8.4 Orders by a Public Agency, Special Requirements

A Public Agency that wishes to acquire any item offered herein, by ordering from this Agreement, may only do so if it complies with the terms and conditions of this Agreement. Orders received from a Public Agency with the statement identified in 8.2 incorporated shall be deemed to have provided such agreement to comply. **A Public Agency that does not agree to the terms and conditions contained herein may not order from this Agreement.** Some Software requires a signed license from each Licensee and therefore a Public Agency may be required to sign a license agreement prior to shipment of Software or Data.

ARTICLE 9—SEVERABILITY

If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision(s) of the Agreement with legal terms and conditions approximating the original intent of the parties.

ARTICLE 10—PRICING

The specified prices stated herein are exclusive of shipping, installation, and tax. New Software, services, or reduced prices may be added by supplements to the attachments by formal notice provided by ESRI. State acknowledgment is required to confirm use of the supplement if it involves an increase in pricing to an existing product. Agreement prices shall be extended to Public Agencies of the state of Idaho. Within the State, school districts (K-12) and libraries can purchase off this Agreement pursuant to Attachment E. Any such tax that becomes due and payable by ESRI shall be paid by the State. If a Licensee is exempt from any taxes, the Licensee shall furnish to ESRI evidence of its exemptions from any Federal, State, or local sales or use taxes. Such certificates shall be furnished to ESRI upon request. This article shall not apply, and the Licensee's shall have no obligation, with respect to any taxes due and owing based on ESRI's income.

10.1 Software, Data and Documentation

ESRI will offer the Software, Data or Documentation specified in Attachment A, at the prices specified.

10.2 Support Services

ESRI will offer maintenance (updates/upgrades and technical support), as specified in the Support Services descriptions under "User Support" at www.esri.com.

10.3 Implementation Services

ESRI will offer the services, as specified in Attachment C, at the then-current pricing.

ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

11.1 Terms of Compensation

Software and hardware will be invoiced 100 percent (100%) upon shipment. Maintenance shall be prepaid. Invoicing for custom software and special services shall be negotiated. Training will be invoiced upon delivery.

11.2 Installation, Acceptance, and Payment

Software and hardware installation and training services, as applicable, will be invoiced upon completion. When ESRI installation is ordered, acceptance occurs upon completion of ESRI Software installation and the ArcInfo Installation Summary and Functionality Test is complete.

When ESRI Software is client-installed, acceptance for payment purposes is assumed within fifteen (15) working days of delivery unless a written notice of rejection has been sent to ESRI. The State agrees to pay each invoice in full within thirty (30) days of receipt of correct invoice.

ARTICLE 12—NOTICE

Notice required or contemplated by either party must be delivered in person or by courier, express mail, facsimile, or postage-prepaid certified or registered airmail addressed to the party for whom it is intended at the address specified herein. Either party may change its address for notice by giving prompt notice to the other party of the change.

State Contact:
IT Buyer
Department of Administration
Division of Purchasing
5569 Kendall Street
Boise, ID 83720-007
Phone: 208-327-7465
Fax: 208-332-7320

ESRI Contact:
Contract Manager
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Phone: 909-793-2853
Fax: 909-307-3020

ARTICLE 13—SOFTWARE AND DATA LICENSE AGREEMENT(S)

This is a license agreement and not an agreement for sale and gives Licensee certain limited rights to use the proprietary ESRI Software and Software Updates, Data, Web Services, sample data, online and/or hard-copy documentation and user guides, including Updates thereto, and Software keycode or hardware key, as applicable (hereinafter referred to as "Software, Data, and Documentation" and further identified in Attachment A attached hereto and incorporated herein by reference), for internal use only and not for commercial purposes. Unless specifically noted, all terms of this Agreement apply to all Software, Data, and Documentation described in Attachment A.

13.1 Reservation of Ownership and Grant of License

ESRI and its third party licensor(s) retain exclusive rights, title, and ownership of any copy of the Software, Data, Web Services and Documentation licensed under this Agreement and, hereby, grant to Licensee a personal, nonexclusive, nontransferable license to use the Software, Data, Web Services and Documentation as a single package for Licensee's own use based on the terms and conditions of this Agreement. Licensee may use the type and number of copies of the Software, Data, and Documentation and access Web Services (i) for which the appropriate license fees have been paid to ESRI, (ii) for Licensee's own internal use only, and (ii) in accordance with Exhibit 1 and the licensed configuration on file as authorized by ESRI. ESRI Web site resources made available to Licensee are for Licensee's internal use 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. From the date of receipt, Licensee agrees to use reasonable means to protect the Software, Data, Web Services and Documentation from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to ESRI. ESRI or its third-party data licensor(s) reserve the right to improve and/or make changes in its offerings of the Web Services and its associated software, datasets, or information at any time.

13.2 Copyright

The Software, Data, Web Services, and Documentation are owned by ESRI and its third party licensor(s) and are protected by United States copyright laws and applicable international laws, treaties, and/or conventions. Licensee may claim copyright ownership in the scripts developed by Licensee using the respective macro and/or scripting programming language delivered as part of the Software, Data, Web Services, and Documentation.

13.3 Third Party Beneficiary

ESRI is authorized to redistribute and license third party (Third Party Beneficiary) software component(s) that is (are) delivered with the Software provided under this License Agreement. The Third Party Beneficiary shall have the right to enforce this Agreement to the extent permitted by applicable law.

13.4 General Permitted Uses, Subject to Payment of License Fees

- (a) Licensee may install and store copies onto electronic storage device(s).
- (b) Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes during the term of this Agreement. Licensee may make routine computer backups.
- (c) Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- (d) Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. The portion(s)

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13.5 Uses Not Permitted

- (a) Licensee shall not sell; rent; lease; sublicense; lend; assign or time-share the Software, Data, Web Services or Documentation except as provided herein. Licensee shall not act as a service bureau or commercial Application Service Provider (ASP) that allows third party access to the Software, Data, Web Services, and Documentation. A commercial ASP means a Licensee who uses Software, Data, Web Services, or Documentation for a site or service, and operates the site or the service for a profit, or generates revenue by charging for access to the site or service.
- (b) Licensee shall not redistribute the Software, in whole or in part, including, but not limited to, extensions, components, or DLLs without the prior written approval of ESRI as set forth in an appropriate redistribution license agreement.
- (c) Licensee shall not reverse engineer, decompile, or disassemble the Software, Data, Web Services or Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- (d) Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measure(s) (e.g., License Manager, etc.) that controls access to or use of the Software, Data, Web Services and Documentation.
- (e) Licensee shall not redistribute the Software registration number/license authorization file(s), developer license file(s), or Web Services access codes.
- (f) Licensee shall not use the Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws..
- (g) Licensee shall not remove or obscure any ESRI or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software, Data, Web Services or Documentation.
- (h) Licensee shall not unbundle individual or component parts of the Software or Data for independent use.

13.6 [Reserved]

13.7 [Reserved]

13.8 [Reserved]

13.9 [Reserved]

13.10 Infringement Indemnity

ESRI, at its own expense, will defend and indemnify Licensee from all claims that the Software, Data and Documentation furnished under this Agreement infringe a U.S. Copyright and trademark, provided that Licensee gives ESRI prompt written notice of such claims and permits ESRI the sole right to control the defense of all such claims and provides ESRI all reasonable cooperation.

As to any Software, Data and Documentation that are or in the opinion of ESRI may become subject to a claim of infringement, ESRI, at its option, will obtain the right for Licensee to continue using the Software, Data and Documentation or replace or modify the Software, Data and Documentation so as to make them noninfringing. If none of the alternatives are available on commercially reasonable terms then Licensee agrees to return the Software, Data and Documentation upon ESRI's written request. Upon receipt of said Software, Data and Documentation, ESRI will refund fees actually paid to ESRI by Licensee for the Software based on a five (5) year straight line depreciation formula.

ESRI shall have no obligation hereunder to defend Licensee or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of noninfringing items, however acquired, with any items not supplied by ESRI; (ii) infringement to the extent arising from material alteration of the Software, Data, or Documentation by anyone other than ESRI, its agents, or its contractors; (iii) the direct or contributory infringement of any process patent by Licensee through the use of the Software, Data, or Documentation other than a process patent that is necessarily infringed by the internal processes executed within the Software or Data itself when the Software or Data is executed for its intended purpose; (iv) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement; or (v) continued allegedly infringing activity by

Licensee to the extent it arises from failure of Licensee to use the updated or modified Software, Data or Documentation provided by ESRI for avoiding infringement.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13.11 Term

The license granted by this Agreement shall commence upon acceptance of this Agreement and shall continue until such time that (i) Licensee elects to discontinue use of the Software, Data, Web Services and Documentation and terminates the license contained in this Agreement; (ii) expiration of a term license or subscription; or (iii) ESRI terminates for Licensee's material breach of this Agreement. Upon termination of a license, Licensee shall (1) cease access and use of Web Services and clear Web Services client-side data cache or (2) uninstall, remove, and destroy all Software, Data, and Documentation, and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such actions to ESRI.

The parties hereby agree that all provisions that operate to protect the rights of ESRI and its third party licensor(s) shall remain in force should breach occur.

13.12 Handling of Software upon Termination

If a license granted under this Agreement expires or otherwise terminates, Licensee shall (a) cease using the applicable Software, Data, Web Services, and Documentation and (b) certify in writing to ESRI within thirty (30) days after expiration or termination that Licensee has destroyed or has returned to ESRI the Software, Data, Web Services held in cache or storage, and Documentation and all copies. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Before returning materials to ESRI, Licensee shall acquire a Return Material Authorization (RMA) number from ESRI.

13.13 Technical Support Services

Technical support services shall be provided to Licensee in accordance with ESRI's technical support policies in effect on the date the technical support is ordered, subject to payment by Licensee of the applicable fees.

13.14 Limited Warranty and Disclaimers

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The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

ARTICLE 16—ASSIGNMENT

Neither party shall assign this contract or rights hereunder without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

ARTICLE 17—NO PERSONAL LIABILITY

In no event shall any official, officer, employee, or agent of the State be in any way personally liable or responsible for any covenant contained in this Agreement, express or implied, or for any statement, representation, or warranty made in or in connection with this Agreement.

ARTICLE 18—FORCE MAJEURE

Neither party shall be responsible for any failure to perform or delay in performing any of its obligations hereunder, where and to the extent that such failure or delay results from causes outside the reasonable control of the party including, but not limited to, flood, fire, strike, earthquake, other acts of God, acts of war, governmental intervention, or civil disturbances. However, such party, in order to be excused from such failure or delay and will provide notice to the other party.

ARTICLE 19—ORDER OF PRECEDENCE

Any conflict and/or inconsistency between the terms of this Agreement and any preprinted purchase order or other terms shall be resolved in favor of the terms expressed in this Agreement.

ARTICLE 20—GOVERNING LAW

This Agreement shall be construed and enforced in accordance with, and be governed by, the laws of the State of Idaho and shall be deemed to be executed in Boise, Idaho. The parties consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.

ARTICLE 21—ENTIRE AGREEMENT

The parties agree that this Agreement constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto and is effective, valid, and binding upon the parties.

**ATTACHMENT A
MPA PRICE LIST (E413)
DOMESTIC SOFTWARE LICENSES**

**ESRI**

ESRI MPA PRICE LIST (E405M 10/04B)

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MPA Price List
E413 11/06/2006

Section	Description	Price
1	ArcGIS Concurrent Use Licenses	
	ArcInfo Concurrent Use License (existing user)	\$9,900.00
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000.00
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200.00
	ArcEditor Concurrent Use License	\$6,300.00
	ArcView Concurrent Use License	\$2,857.00
	ArcGIS Spatial Analyst Concurrent Use License	\$2,040.00
	ArcGIS 3D Analyst Concurrent Use License	\$2,040.00
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,040.00
	ArcGIS Publisher Concurrent Use License	\$2,040.00
	ArcGIS Survey Analyst Concurrent Use License	\$2,040.00
	ArcGIS Tracking Analyst Concurrent Use License	\$2,040.00
	ArcGIS ArcScan Concurrent Use License	\$2,040.00
	ArcGIS Maplex Concurrent Use License	\$2,040.00
	ArcGIS Data Interoperability Concurrent Use License	\$2,040.00
	ArcGIS Network Analyst Concurrent Use License	\$2,040.00
	ArcGIS Schematics Concurrent Use License	\$2,040.00
	Job Tracking for ArcGIS (JTX) Concurrent Use License	\$2,040.00
	Primary Maintenance for ArcView Concurrent Use License	\$700.00
	Secondary Maintenance for ArcView Concurrent Use License	\$500.00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200.00
	Primary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$500.00
	Secondary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$200.00

Section	Description	Price
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200.00
	ArcGIS Single Use Licenses	
	ArcEditor Single Use License	\$6,300.00
	ArcGIS ArcView Single Use License	\$1,224.00
	ArcGIS Spatial Analyst Single Use License	\$2,040.00
	ArcGIS 3D Analyst Single Use License	\$2,040.00
	ArcGIS Geostatistical Analyst Single Use License	\$2,040.00
	ArcGIS Publisher Single Use License	\$2,040.00
	ArcGIS Survey Analyst Single Use License	\$2,040.00
	ArcGIS Tracking Analyst Single Use License	\$2,040.00
	ArcGIS ArcScan Single Use License	\$2,040.00
	ArcGIS Maplex Single Use License	\$2,040.00
	ArcGIS Data Interoperability Single Use License	\$2,040.00
	ArcGIS Network Analyst Single Use License	\$2,040.00
	ArcGIS Schematics Single Use License	\$2,040.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$900.00
	Primary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,500.00
	Secondary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,200.00
	Primary Maintenance for ArcEditor Single Use with Extensions	\$2,100.00
	Secondary Maintenance for ArcEditor Single Use with Extensions	\$1,800.00
	Maintenance Activation Program	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.x Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.x Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.x Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.x Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$600.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$400.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,500.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$1,050.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$750.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Each Extension	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Each Extension	\$300.00
	ArcGIS Upgrades	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be on maintenance to qualify)	\$1,347.00

Section	Description	Price
	Upgrade from One ArcGIS Product to Another	
	Upgrade from ArcView Single Use to ArcEditor	\$4,489.00
	Upgrade from ArcView Single Use to ArcInfo	\$6,070.00
	Upgrade from ArcView Concurrent Use to ArcEditor	\$2,856.00
	Upgrade from ArcView Concurrent Use to ArcInfo	\$4,438.00
	Upgrade from ArcEditor to ArcInfo	\$1,582.00
	ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000.00
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,600.00
	ArcCOGO 7.x or 8.0.x Extension Floating License	\$2,040.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$500.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$200.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440.00
	ArcStorm First License (3 seats) Annual Maintenance	\$500.00
	ArcStorm Additional License (each additional seat) Annual Maintenance	\$100.00
	ArcPress for ArcView	
	ArcPress for ArcView UNIX License	\$285.00
	ArcPress for ArcView Windows/Windows NT License	\$285.00
2	ArcView 3.x and Extensions	
	UNIX	
	ArcView 3.x for UNIX License Qty. 1–5 (each)	\$1,791.00
	ArcView 3.x for UNIX License Qty. 6–25 (each)	\$1,613.00
	ArcView 3.x for UNIX License Qty. 26+ (each)	\$1,433.00
	ArcView 3.x for UNIX License Primary Maintenance	\$700.00
	ArcView 3.x for UNIX License Secondary Maintenance	\$500.00
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	\$484.00
	ArcView Network Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,287.00
	ArcView Network Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,101.00
	ArcView Network Analyst Extension for UNIX License Qty. 26+ (each)	\$1,910.00
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,287.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,101.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	\$1,910.00

Section	Description	Price
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,746.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,522.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	\$2,293.00
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView 3D Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,746.00
	ArcView 3D Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,522.00
	ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each)	\$2,293.00
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	Windows/Windows NT	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1–5 (each)	\$976.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6–25 (each)	\$878.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$780.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$900.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1–5 (each)	\$1,371.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6–25 (each)	\$1,259.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,145.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1–5 (each)	\$1,371.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6–25 (each)	\$1,259.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,145.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1–5 (each)	\$2,287.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6–25 (each)	\$2,101.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,910.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1–5 (each)	\$2,287.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6–25 (each)	\$2,101.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,910.00
	ArcView StreetMap	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$454.00
3	MapObjects	
	MapObjects—Windows Edition	
	MapObjects—Windows Edition Stand-Alone Developer's Kit (includes MapObjects—Windows Edition and 50 Stand-Alone Deployments)	\$4,081.00
	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 CPUs)	\$11,632.00
	Additional MapObjects—Windows Edition Developer License	\$816.00

Section	Description	Price
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	\$968.00
	MapObjects—Windows Limited Deployment Site License Kit	\$16,321.00
	Maintenance for MapObjects—Windows Edition Stand-Alone Developer Kit	\$1,000.00
	Maintenance for MapObjects—Windows Edition Internet Developer Kit	\$2,400.00
	Maintenance for Additional MapObjects—Windows Edition Developer License	\$200.00
	Maintenance for MapObjects—Windows Limited Deployment Site License Kit	\$3,000.00
	25-Pack Additional MapObjects—Windows Edition Stand-Alone Deployments	\$2,040.00
	MapObjects LT	
	MapObjects LT Web Download License	\$350.00
	MapObjects—Java Edition	
	MapObjects—Java Edition Stand-Alone Developer Kit (includes MapObjects—Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	\$4,081.00
	MapObjects—Java Edition Internet Developer Kit (Includes 2 MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$6,121.00
	Additional MapObjects—Java Edition Developer License	\$816.00
	Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$4,081.00
	Additional MapObjects—Java Edition CPU Deployment License	\$2,243.00
	Maintenance for MapObjects—Java Edition Stand-Alone Developer Kit	\$1,000.00
	Maintenance for MapObjects—Java Edition Internet Developer Kit	\$1,500.00
	Maintenance for Additional MapObjects—Java Edition Developer License	\$200.00
	Maintenance for Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$1,000.00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License	\$750.00
	25-Pack Additional MapObjects—Java Edition Stand-Alone Deployments	\$2,040.00
	MapObjects—Java Edition (Staging Server)	
	MapObjects—Java Edition Internet Developer Kit for Staging Server (includes two MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$3,060.00
	Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$408.00
	Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$2,040.00
	Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$1,121.00
	Maintenance for MapObjects—Java Edition Internet Developer Kit for Staging Server	\$750.00
	Maintenance for Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$100.00
	Maintenance for Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$500.00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$375.00
4	ArcGIS Engine	
	ArcGIS Engine Developer Kit License	\$4,080.00
	Primary Maintenance for ArcGIS Engine Developer Kit License	\$3,000.00
	Additional ArcGIS Engine Developer Kit License	\$2,448.00
	Primary Maintenance for Additional ArcGIS Engine Developer Kit License	\$3,000.00
	Secondary Maintenance for Additional ArcGIS Engine Developer Kit License	\$1,500.00

Section	Description	Price
	ArcGIS Engine Runtime	
	Standard ArcGIS Engine Runtime License	\$408.00
	ArcGIS Engine Runtime 3D Extension License	\$816.00
	ArcGIS Engine Runtime Spatial Extension License	\$816.00
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	\$816.00
	ArcGIS Engine Runtime Network Extension License	\$816.00
	Maintenance for Standard ArcGIS Engine Runtime License without Extensions	\$100.00
	Maintenance for Standard ArcGIS Engine Runtime License with Extensions	\$400.00
5	ArcGIS Server	
	ArcGIS Server—Enterprise	
	Enterprise Advanced	
	ArcGIS Server Enterprise Advanced (up to two sockets—maximum two cores per socket)	\$40,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced (up to two sockets—maximum two cores per socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced (additional sockets—maximum two cores per socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Additional Sockets (maximum two cores per socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced (up to two sockets—maximum four cores per socket)	\$80,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced (up to two sockets—maximum four cores per socket)	\$20,000.00
	ArcGIS Server Enterprise Advanced Additional Sockets (maximum four cores per socket)	\$40,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Additional Sockets (maximum four cores per socket)	\$10,000.00
	Enterprise Standard	
	ArcGIS Server Enterprise Standard (up to two sockets—maximum two cores per socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard (up to two sockets—maximum two cores per socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Additional Sockets (maximum two cores per socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Additional Sockets (maximum two cores per socket)	\$2,500.00
	ArcGIS Server Enterprise Standard (up to two sockets—maximum four cores per socket)	\$40,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard (up to two sockets—maximum four cores per socket)	\$10,000.00
	ArcGIS Server Enterprise Standard Additional Sockets (maximum four cores per socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Additional Sockets (maximum four cores per socket)	\$5,000.00
	Enterprise Basic	
	ArcGIS Server Enterprise Basic (up to two sockets—maximum two cores per socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic (up to two sockets—maximum two cores per socket)	\$3,000.00
	ArcGIS Server Enterprise Basic Additional Sockets (maximum two cores per socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic Additional Sockets (maximum two cores per socket)	\$1,500.00
	ArcGIS Server Enterprise Basic (up to two sockets—maximum four cores per socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic (up to two sockets—maximum four cores per socket)	\$6,000.00
	ArcGIS Server Enterprise Basic Additional Sockets (maximum four cores per socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic Additional Sockets (maximum four cores per socket)	\$3,000.00

Section	Description	Price
	Workgroup	
	ArcGIS Server Workgroup Advanced (single socket—maximum two cores per socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Workgroup Advanced (single socket—maximum two cores per socket)	\$5,000.00
	Workgroup Standard Single Socket (maximum two cores per socket)	\$10,000.00
	Annual Maintenance Workgroup Standard Single Socket (maximum two cores per socket)	\$2,500.00
	Workgroup Basic Single Socket (maximum two cores per socket)	\$5,000.00
	Annual Maintenance Workgroup Basic Single Socket (maximum two cores per socket)	\$1,250.00
	ArcGIS Server Extensions	
	ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum two cores/socket)	\$5,000.00

Section	Description	Price
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum four cores/socket)	\$2,500.00

Section	Description	Price
	ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Workgroup Standard Data Interoperability Extension (single sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Workgroup Advanced Data Interoperability Extension (single sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Workgroup Standard Data Interoperability Extension (single sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Workgroup Advanced Data Interoperability Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Workgroup Standard Network Extension (single sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Workgroup Advanced Network Extension (single sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Workgroup Standard Network Extension (single sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Workgroup Advanced Network Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Workgroup Advanced 3D Extension (single sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Workgroup Advanced 3D Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Workgroup Advanced Spatial Extension (single sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Workgroup Advanced Spatial Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Mobile Additional Application Deployments—25 Pack	\$2,500.00
	Annual Maintenance ArcGIS Mobile Additional Application Deployments—25 Pack	\$500.00
	ArcGIS Server Upgrades	
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard Up to Two Socket Maximum Two Cores per Socket License	\$8,160.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced Up to Two socket Maximum Two Cores per Socket License	\$24,482.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced Up to Two Socket Maximum Two Cores per Socket License	\$16,322.00
	ArcGIS Server Additional Sockets Maximum Two Cores per Socket Enterprise Basic Upgrade to Enterprise Standard License	\$4,080.00
	ArcGIS Server Additional Sockets Maximum Two Cores per Socket Enterprise Basic Upgrade to Enterprise Advanced License	\$12,241.00
	ArcGIS Server Additional Sockets Maximum Two Cores per Socket Enterprise Standard Upgrade to Enterprise Advanced License	\$8,160.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard Up to Two Sockets Four Cores per Socket License	\$16,322.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced Up to Two Sockets Four Cores per Socket License	\$48,965.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced Up to Two Sockets Four Cores per Socket License	\$32,643.00
	ArcGIS Server Additional Sockets Maximum Four Cores per Socket Enterprise Basic Upgrade to Enterprise Standard License	\$8,160.00

Section	Description	Price
	ArcGIS Server Additional Sockets Maximum Four Cores per Socket Enterprise Basic Upgrade to Enterprise Advanced License	\$24,482.00
	ArcGIS Server Additional Sockets Maximum Four Cores per Socket Enterprise Standard Upgrade to Enterprise Advanced License	\$16,322.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard Single Socket Maximum Two Cores per Socket License	\$4,080.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced Single Socket Maximum Two Cores per Socket License	\$12,241.00
	ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced Single Socket Maximum Two Cores per Socket License	\$8,160.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic Two Socket Maximum Two Cores per Socket License	\$4,080.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard Two Socket Maximum Two Cores per Socket License	\$12,241.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced Two Socket Maximum Two Cores per Socket License	\$28,563.00
	ArcGIS Server Workgroup Standard upgrade to Enterprise Standard Two Socket Maximum Two Cores per Socket License	\$8,160.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced Two Socket Maximum Two Cores per Socket License	\$24,482.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced Two Socket Maximum Two Cores per Socket License	\$16,322.00
	ArcGIS Server—Enterprise (Staging Server)	
	Enterprise Advanced (Staging Server)	
	ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—maximum two cores per socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—maximum two cores per socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (maximum two cores per socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (maximum two cores per socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—maximum four cores per socket)	\$40,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—maximum four cores per socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (maximum four cores per socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (maximum four cores per socket)	\$5,000.00
	Enterprise Standard (Staging Server)	
	ArcGIS Server Enterprise Standard Staging Server (up to two sockets—maximum two cores per socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server (up to two sockets—maximum two cores per socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Staging Server Additional Sockets (maximum two cores per socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server Additional Sockets (maximum two cores per socket)	\$1,250.00
	ArcGIS Server Enterprise Standard Staging Server (up to two sockets—maximum four cores per socket)	\$20,000.00

Section	Description	Price
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server (up to two sockets—maximum four cores per socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Staging Server Additional Sockets (maximum four cores per socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server Additional Sockets (maximum four cores per socket)	\$2,500.00
	Enterprise Basic (Staging Server)	
	ArcGIS Server Enterprise Basic Staging Server (up to two sockets—maximum two cores per socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server (up to two sockets—maximum two cores per socket)	\$1,500.00
	ArcGIS Server Enterprise Basic Staging Server Additional Sockets (maximum two cores per socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server Additional Sockets (maximum two cores per socket)	\$750.00
	ArcGIS Server Enterprise Basic Staging Server (up to two sockets—maximum four cores per socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server (up to two sockets—maximum four cores per socket)	\$3,000.00
	ArcGIS Server Enterprise Basic Staging Server Additional Sockets (maximum four cores per socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server Additional Sockets (maximum four cores per socket)	\$1,500.00
	ArcGIS Server Extensions (Staging Server)	
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00

Section	Description	Price
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00

Section	Description	Price
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard Up to Two Sockets Maximum Two Cores per Socket License	\$4,080.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced Up to Two Sockets Maximum Two Cores per Socket License	\$12,241.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced Up to Two Sockets Maximum Two Cores per Socket License	\$8,160.00
	ArcGIS Server Additional Sockets Maximum Two Cores per Socket Enterprise Basic Upgrade to Enterprise Standard License	\$2,040.00
	ArcGIS Server Additional Sockets Maximum Two Cores per Socket Enterprise Basic Upgrade to Enterprise Advanced License	\$6,120.00
	ArcGIS Server Additional Sockets Maximum Two Cores per Socket Enterprise Standard Upgrade to Enterprise Advanced License	\$4,080.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard Up to Two Sockets Maximum Four Cores per Socket License	\$8,160.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced Up to Two Sockets Maximum Four Cores per Socket License	\$24,482.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced Up to Two Sockets Maximum Four Cores per Socket License	\$16,322.00
	ArcGIS Server Additional Sockets Maximum Four Cores per Socket Enterprise Basic Upgrade to Enterprise Standard License	\$4,080.00
	ArcGIS Server Additional Sockets Maximum Four Cores per Socket Enterprise Basic Upgrade to Enterprise Advanced License	\$12,241.00
	ArcGIS Server Additional Sockets Maximum Four Cores per Socket Enterprise Standard Upgrade to Enterprise Advanced License	\$8,160.00
6	ArcSDE	
	Maintenance for ArcSDE or SDE Server License with Two CPUs	\$3,000.00
	Maintenance for ArcSDE or SDE Additional Processor License	\$1,000.00
	Maintenance for ArcSDE/SDE Read and Write Server Connection License	\$150.00
	Maintenance for ArcSDE/SDE Read-Only Server Connection License	\$150.00

Section	Description	Price
	ArcSDE (Staging Server)	
	Maintenance for ArcSDE Server and two CPUs for Staging Server	\$1,500.00
	Maintenance for ArcSDE Additional CPU License for Staging Server	\$500.00
	Maintenance for ArcSDE Read and Write Server Connection License for Staging Server	\$75.00
	Maintenance for ArcSDE Read-Only Server Connection License for Staging Server	\$75.00
7	ArcIMS	
	ArcIMS Server/CPU License Internet Deployment License for one Server and two CPUs and ArcIMS Software	\$10,000.00
	ArcIMS Additional CPU License	\$5,000.00
	ArcIMS Single Use Developer License (each)	\$1,000.00
	ArcIMS Server/CPU Annual Maintenance	\$2,000.00
	ArcIMS Additional CPU Annual Maintenance	\$1,000.00
	ArcIMS Single Use Developer License Annual Maintenance Fee	\$200.00
	ArcIMS Small Local Government Server/CPU License for one Server and up to two CPUs	\$5,000.00
	Maintenance for ArcIMS Small Local Government Server/CPU License	\$1,500.00
	Upgrade of Small Local Government License to ArcIMS Regular Edition License	\$5,000.00
	ArcIMS (Staging Server)	
	ArcIMS Server/CPU Staging Server License—Internet Deployment License for one Server and two CPUs and ArcIMS Software	\$5,000.00
	ArcIMS Additional CPU Staging Server License—ArcIMS Internet Deployment License for Additional CPU on a Server Licensed for ArcIMS	\$2,500.00
	Annual Maintenance for ArcIMS Server/CPU Staging Server	\$1,000.00
	Annual Maintenance for ArcIMS Additional CPU Staging Server	\$500.00
	ArcIMS Route Server	
	ArcIMS Route Server License for one Server and two CPUs	\$3,000.00
	Annual Maintenance for ArcIMS Route Server License for one Server and two CPUs	\$600.00
	ArcIMS Route Server Additional CPU License	\$1,500.00
	Annual Maintenance for ArcIMS Route Server Additional CPU License	\$300.00
	ArcIMS Route Server (Staging Server)	
	ArcIMS Route Server Staging Server for one Server and two CPUs	\$1,500.00
	Annual Maintenance for ArcIMS Route Server Staging Server for one Server and two CPUs	\$300.00
	ArcIMS Route Server Additional CPU Staging Server	\$750.00
	Annual Maintenance for ArcIMS Route Server Additional CPU Staging Server	\$150.00
	ArcIMS Route Server Data Options	
	Data Pack—Tele Atlas North America (USA & Canada) Data License for up to 5,000,000 Transactions, Internet Use	\$10,000.00
	Data Pack—Tele Atlas North America (USA & Canada) Data License for up to 20,000,000 Transactions, Internet Use	\$25,000.00
	Data Pack—Tele Atlas North America (USA & Canada) Data License for up to 60,000,000 Transactions, Internet Use	\$75,000.00
	Data Pack—NAVTEQ North America (USA & Canada) Data License for one Server and two CPUs	\$18,000.00
	Update Fee for Data Pack—NAVTEQ North America (USA & Canada) Data License for one Server and two CPUs	\$3,600.00
	Data Pack—NAVTEQ North America (USA & Canada) Data Additional CPU License	\$3,000.00
	Update Fee for Data Pack—NAVTEQ North America (USA & Canada) Data Additional CPU License	\$600.00

Section	Description	Price
	ArcIMS Data Delivery Extension	
	ArcIMS Data Delivery Extension License for one Server and two CPUs	\$5,000.00
	Annual Maintenance for ArcIMS Data Delivery Extension License for one Server and two CPUs	\$1,000.00
	Additional CPU License for ArcIMS Data Delivery Extension	\$2,500.00
	Annual Maintenance for Additional CPU License for ArcIMS Data Delivery Extension	\$600.00
	ArcIMS Data Delivery Extension (Staging Servers)	
	ArcIMS Data Delivery Extension Staging Server License for one Server and two CPUs	\$2,500.00
	Annual Maintenance for ArcIMS Data Delivery Extension Staging Server License for one Server and two CPUs	\$500.00
	ArcIMS Data Delivery Extension Additional Staging Server CPU License	\$1,250.00
	Annual Maintenance for ArcIMS Data Delivery Extension Additional Staging Server CPU License	\$300.00
8	Business Applications Software	
	ArcView Business Analyst	
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$15,093.00
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) AGS	\$15,093.00
	Annual Maintenance ArcView Business Analyst Extension (per license) ESRI BIS	\$16,187.00
	Annual Maintenance ArcView Business Analyst Extension (per license) AGS	\$16,187.00
	Optional AGS Data Pack (only for ArcView Business Analyst Customers who have already purchased ArcView Business Analyst with the ESRI BIS Data Set) (per license)	\$2,500.00
	Optional ESRI BIS Data Pack (only for ArcView Business Analyst Customers who have already purchased ArcView Business Analyst with the AGS Data Set) (per license)	\$2,500.00
	Annual Maintenance for ArcView Business Analyst Optional ESRI BIS Data Pack (per license)	\$2,500.00
	Annual Maintenance for ArcView Business Analyst Optional AGS Data Pack (per license)	\$2,500.00
	ArcGIS Business Analyst (Single or Concurrent Use)	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$15,093.00
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$11,013.00
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$6,933.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$15,093.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$11,013.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$6,933.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$18,362.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$13,053.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$8,079.00
	Annual Maintenance for ArcGIS Business Analyst (National Dataset) Software License (per license)	\$16,187.00

Section	Description	Price
	Annual Maintenance for ArcGIS Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$11,811.00
	Annual Maintenance for ArcGIS Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$7,435.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License (per license)	\$16,188.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License (per license)	\$11,811.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License (per license)	\$7,435.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License (per license)	\$19,693.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License (per license)	\$13,999.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License (per license)	\$8,674.00
9	Tracking Server	
	Tracking Server License (up to two CPUs)	\$10,000.00
	Additional Tracking Server CPU License	\$5,000.00
	Update Subscription for Tracking Server License	\$2,000.00
	Update Subscription for Additional Tracking Server CPU License	\$1,000.00
	Tracking Server (Staging Servers)	
	Tracking Server License (up to two CPUs) for Staging Server	\$5,000.00
	Additional Tracking Server CPU License for Staging Server	\$2,500.00
	Update Subscription for Tracking Server License (up to two CPUs) for Staging Server	\$1,000.00
	Update Subscription for Additional Tracking Server CPU License for Staging Server	\$500.00
10	ArcGIS Image Server	
	ArcGIS Image Server (up to two sockets—maximum two cores per socket)	\$10,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (up to two sockets—maximum two cores per socket)	\$2,500.00
	ArcGIS Image Server (additional sockets—maximum two cores per socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (additional sockets—maximum two cores per socket)	\$1,250.00
	ArcGIS Image Server (up to two sockets—maximum four cores per socket)	\$20,000.00
	Annual Maintenance ArcGIS Image Server (up to two sockets—maximum four cores per socket)	\$5,000.00
	ArcGIS Image Server (additional sockets—maximum four cores per socket)	\$10,000.00
	Annual Maintenance ArcGIS Image Server (additional sockets—maximum four cores per socket)	\$2,500.00
	ArcGIS Image Server Orthorectification Extension (up to two sockets—maximum two cores per socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension (up to two sockets—maximum two cores per socket)	\$1,250.00
	ArcGIS Image Server Orthorectification Extension (additional sockets—maximum two cores per socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension (additional sockets—maximum two cores per socket)	\$625.00
	ArcGIS Image Server Orthorectification Extension (up to two sockets—maximum four cores per socket)	\$10,000.00

Section	Description	Price
	Annual Maintenance ArcGIS Image Server Orthorectification Extension (up to two sockets—maximum four cores per socket)	\$2,500.00
	ArcGIS Image Server Orthorectification Extension (additional sockets—maximum four cores per socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension (additional sockets—maximum four cores per socket)	\$1,250.00
	ArcGIS Image Server Seamline Extension (up to two sockets—maximum two cores per socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (up to two sockets—maximum two cores per socket)	\$1,250.00
	ArcGIS Image Server Seamline Extension (additional sockets—maximum two cores per socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (additional sockets—maximum two cores per socket)	\$625.00
	ArcGIS Image Server Seamline Extension (up to two sockets—maximum four cores per socket)	\$10,000.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (up to two sockets—maximum four cores per socket)	\$2,500.00
	ArcGIS Image Server Seamline Extension (additional sockets—maximum four cores per socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (additional sockets—maximum four cores per socket)	\$1,250.00
	ArcGIS Image Server (Staging Server)	
	ArcGIS Image Server Staging Server (up to two sockets—maximum two cores per socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (up to two sockets—maximum two cores per socket)	\$1,250.00
	ArcGIS Image Server Staging Server (additional sockets—maximum two cores per socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Staging Server (additional sockets—maximum two cores per socket)	\$625.00
	ArcGIS Image Server Staging Server (up to two sockets—maximum four cores per socket)	\$10,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (up to two sockets—maximum four cores per socket)	\$2,500.00
	ArcGIS Image Server Staging Server (additional sockets—maximum four cores per socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (additional sockets—maximum four cores per socket)	\$1,250.00
	ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum two cores per socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum two cores per socket)	\$625.00
	ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum two cores per socket)	\$1,250.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum two cores per socket)	\$312.00
	ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum four cores per socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum four cores per socket)	\$1,250.00
	ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum four cores per socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum four cores per socket)	\$625.00

Section	Description	Price
	ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum two cores per socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum two cores per socket)	\$625.00
	ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum two cores per socket)	\$1,250.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum two cores per socket)	\$312.00
	ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum four cores per socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum four cores per socket)	\$1,250.00
	ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum four cores per socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum four cores per socket)	\$625.00
	ArcGIS Image Server Service Editor Desktop Deployment License	
	ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$2,500.00
	Annual Maintenance—ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$625.00
	ArcGIS Image Server—Service Editor Additional Seamline or Orthorectification Extensions for Service Editor Desktop Deployments	\$5,000.00
	Annual Maintenance ArcGIS Image Server—Service Editor Additional Seamline or Orthorectification Extensions for Service Editor Desktop Deployments	\$1,250.00
11	ArcLogistics Route	
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data)	\$9,792.00
	ArcLogistics Route Annual Maintenance (U.S. data)	\$2,000.00
	ArcLogistics Route Additional Service Area (U.S. data)	\$1,632.00
	ArcLogistics Route Additional Service Area (U.S. data) Annual Maintenance	\$1,000.00
	ArcLogistics Route No Data License	\$8,160.00
	ArcLogistics Route No Data License Annual Maintenance	\$1,000.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack	\$24,481.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack Annual Maintenance	\$6,000.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pack	\$81,604.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pack Annual Maintenance	\$20,000.00
	ArcLogistics Route No Data License for Citrix 5-Pack	\$20,401.00
	ArcLogistics Route No Data License for Citrix 5-Pack Annual Maintenance	\$5,000.00
	ArcLogistics Route No Data License for Citrix 25-Pack	\$61,203.00
	ArcLogistics Route No Data License for Citrix 25-Pack Annual Maintenance	\$15,000.00
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data) for Local Government	\$6,000.00
	ArcLogistics Route Annual Maintenance (U.S. data) for Local Government	\$1,600.00
	ArcLogistics Route No Data License for Local Government	\$5,000.00
	ArcLogistics Route No Data License for Local Government Annual Maintenance	\$1,000.00
	ArcLogistics Route for Citrix License (U.S. data) 3-Pack for Local Government	\$18,000.00
	ArcLogistics Route for Citrix License (U.S. data) 3-Pack for Local Government Annual Maintenance	\$3,600.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack for Local Government	\$24,000.00

Section	Description	Price
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack for Local Government Maintenance	\$6,000.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pack for Local Government	\$80,000.00
	ArcLogistics Route for Citrix Licenses (U.S. data) 25-Pack for Local Government Annual Maintenance	\$20,000.00
	ArcLogistics Route No Data License for Citrix 3-Pack for Local Government	\$15,000.00
	ArcLogistics Route No Data License for Citrix 3-Pack for Local Government Annual Maintenance	\$3,000.00
	ArcLogistics Route No Data License for Citrix 5-Pack for Local Government	\$20,000.00
	ArcLogistics Route No Data License for Citrix 5-Pack for Local Government Annual Maintenance	\$5,000.00
	ArcLogistics Route No Data License for Citrix 25-Pack for Local Government	\$60,000.00
	ArcLogistics Route No Data License for Citrix 25-Pack for Local Government Annual Maintenance	\$15,000.00
	BusinessMAP	
	BusinessMAP 4	\$349.00
	RouteMAP IMS	
	RouteMAP IMS Server/CPU License	\$3,000.00
	RouteMAP IMS Additional CPU License	\$500.00
	RouteMAP IMS Maintenance Server/CPU License	\$1,000.00
	RouteMAP IMS Maintenance for Additional CPU License	\$500.00
	RouteMAP IMS Data Pack North America Server/CPU License—Includes Data for United States, Canada, and Puerto Rico	\$6,500.00
	RouteMAP IMS Data Pack North America Additional CPU License—Data for United States, Canada, and Puerto Rico	\$500.00
	RouteMAP IMS Data Pack North America Maintenance for Server/CPU License	\$3,000.00
	RouteMAP IMS Data Pack North America Maintenance for Additional CPU License	\$500.00
12	Other Software	
	NetEngine	
	NetEngine Standard Developer Kit (incl. 1 Developer License and 10 Deployment Licenses)	\$12,500.00
	NetEngine Internet Developer Kit (incl. 2 Developer Licenses and One Deployment License for one Server with Up to two CPUs)	\$7,500.00
	Additional NetEngine Server/CPU Deployment License (Up to two CPUs)	\$6,000.00
	Additional NetEngine CPU Deployment License	\$5,000.00
	Additional NetEngine Developer License	\$2,500.00
	NetEngine Standard Deployment License (each)	\$1,000.00
	Annual Maintenance for NetEngine Standard Developer Kit	\$2,000.00
	Annual Maintenance for NetEngine Internet Developer Kit	\$2,000.00
	Annual Maintenance for NetEngine Additional Server/CPU Deployment License	\$1,200.00
	Annual Maintenance for Additional NetEngine CPU Deployment License	\$1,000.00
	Annual Maintenance for Additional NetEngine Developer License (each)	\$500.00
	NetEngine Annual Renewal for Network Server Deployment License (Old Program)	\$1,000.00
	Maplex	
	Maplex First Single Use License	\$15,000.00
	Maplex Second Single Use License	\$14,000.00
	Maplex Third Single Use License	\$11,500.00

Section	Description	Price
	Maplex Single Use License Annual Primary Maintenance	\$3,750.00
	Maplex Single Use License Annual Secondary Maintenance	\$1,500.00
	PLTS for ArcGIS (Single or Concurrent Use)	
	PLTS for ArcGIS Mapping Agency Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS Mapping Agency Solution	\$2,500.00
	PLTS for ArcGIS Nautical Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS Nautical Solution	\$2,500.00
	PLTS for ArcGIS Defense Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS Defense Solution	\$2,500.00
	PLTS for ArcGIS Aeronautical Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS Aeronautical Solution	\$2,500.00
	PLTS Foundation	\$5,000.00
	Annual Maintenance for PLTS Foundation	\$1,250.00
	GIS Data ReViewer (Single or Concurrent Use)	
	GIS Data ReViewer	\$2,500.00
	Annual Maintenance for GIS Data ReViewer	\$625.00
	Map Production System Atlas	\$2,500.00
	Annual Maintenance for Map Production System Atlas	\$625.00
	ArcPad	
	ArcPad Single Use License	\$404.00
	ArcPad Single Use License Technical Support	\$295.00
	ArcPad Application Builder Single Use License	\$1,224.00
	ArcPad Application Builder Primary Maintenance	\$500.00
	ArcPad Application Builder Secondary Maintenance	\$300.00
	ArcPad 5.x/6.x Upgrade to 7.x	\$145.00
	ESRI Data & Maps	
	ESRI Data & Maps—StreetMap Pro, U.S. & Canada, Single Use per Seat License	\$3,500.00
	ESRI Data & Maps—StreetMap Pro, U.S. & Canada, Concurrent Use per Seat License	\$3,500.00
13	Reserved	
14	ESRI Developer Network (EDN)	
	Annual Subscription for ESRI Developer Network (EDN)	\$1,500.00
	DSG Support (10 calls) for ESRI Developer Network (EDN)	\$2,000.00
	Instructor-Led Training (5 days) for ESRI Developer Network (EDN)	\$2,000.00
15	Software Media Kits and Hardware Keys	
	Additional Install Kit for ArcGIS	\$400.00
	Additional ArcGIS Hardware Key (USB)	\$50.00
	Additional ArcGIS Hardware Key (Parallel)	\$50.00
16	Developer Support Program	
	ArcIMS Developers Priority Support	\$1,495.00
	ArcIMS Developers Pay-As-You-Go Support (per incident)	\$300.00
	ArcInfo Workstation Developers Priority Support	\$2,000.00
	ArcInfo Workstation Developers Pay-As-You-Go Support (per incident)	\$300.00
	ArcGIS Desktop Developers Priority Support	\$2,000.00
	ArcGIS Desktop Developers Pay-As-You-Go Support (per incident)	\$300.00
	Cross Product Plan Developers Priority Support	\$2,000.00
	Annual Premium Support Services	\$75,000.00
	Premium Support Services at an Hourly Rate—Minimum 36 Hours	\$7,500.00

Section	Description	Price
	Installation Services	
	ArcGIS Server Installation Service	\$3,500.00
	Tracking Server Installation and Support Service	\$20,000.00
	ArcIMS Installation Service	\$3,500.00
	ArcSDE Installation Service	\$3,500.00
	Training	
	ESRI Site Training per Student, per Day at ESRI Learning Centers in the USA (Price effective until 12/31/2006)	\$450.00
	ESRI Site Training per Student, per Day at ESRI Learning Centers in the USA (Price effective 01/01/2007)	\$475.00
	Client Site Training per Class, per Day (12 Students) at Client Locations in the USA (Price effective until 12/31/2006)	\$3,500.00
	Client Site Training per Class, per Day (12 Students) at Client Locations in the USA (Price effective 01/01/2007)	\$3,675.00
17	Virtual Campus	
	Individual Courses	
	ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat	\$25.00
	ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat	\$50.00
	ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat	\$75.00
	ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat	\$100.00
	ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat	\$125.00
	ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat	\$150.00
	ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat	\$175.00
	ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat	\$200.00
	ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat	\$225.00
	ESRI Virtual Campus Subscription Pricing	
	Education Subscriptions (for all Virtual Campus courses)	
	Annual Premium Subscription (\$2,500 Virtual Campus Dollar Value)	\$2,250.00
	Annual Premium Subscription (\$5,000 Virtual Campus Dollar Value)	\$4,250.00
	Annual Premium Subscription (\$10,000 Virtual Campus Dollar Value)	\$7,000.00
	Annual Premium Subscription (\$50,000 Virtual Campus Dollar Value)	\$30,000.00
	Annual Premium Subscription (\$100,000 Virtual Campus Dollar Value)	\$50,000.00
	Annual Standard Subscription (\$2,500 Virtual Campus Dollar Value)	\$2,125.00
	Annual Standard Subscription (\$5,000 Virtual Campus Dollar Value)	\$4,000.00
	Annual Standard Subscription (\$10,000 Virtual Campus Dollar Value)	\$6,000.00
	Annual Standard Subscription (\$50,000 Virtual Campus Dollar Value)	\$25,000.00
	Annual Standard Subscription (\$100,000 Virtual Campus Dollar Value)	\$40,000.00
	ESRI Virtual Campus Web Workshop	
	ESRI Virtual Campus Web Workshop (per seat)	\$30.00

ATTACHMENT B
SCOPE OF USE—EXHIBIT 1 (E300)

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

Desktop GIS

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

Server GIS

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

Mobile GIS

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

Developer GIS

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

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

GIS Viewers

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

Business GIS

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

Cartographic Production

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

Web Services

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

Data

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

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27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
28. Limited to ten (10) concurrent end users of non ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Products, ArcGIS Engine Products, and third party applications that connect directly to any ArcGIS Server geodatabase.
29. Can only be used with SQL Server 2005 Express.
30. Restricted to a maximum total of four (4) gigabytes of data.
31. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other redundant site is operational.
32. No redundant Software installation is permitted.
33. ArcGIS Services may only be utilized in conjunction with ArcGIS Desktop Software and ArcGIS Explorer Software.
34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share client-side data cache derived from ArcGIS Services with other licensed end users or third parties.
36. Licensee may not download or store resulting data or information except for results derived from using ArcWeb Services Address Manager.
37. Data provided with StreetMap may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or calculating an alternate route if a turn is missed.
38. ArcGIS Server 3 D extension included with ArcGIS Server (Workgroup or Enterprise) Standard and Advanced may only be used for generating globe data cache(s), or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D Extension Software is permitted with ArcGIS Server Standard. ArcGIS Server 3D Extension can be used with ArcGIS Server Advanced if the additional license fees for the 3D extension have been paid.
39. Any editing functionality included with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) are permitted for use only with ArcGIS Server Advanced.
41. ArcGIS Image Server Seamline and Orthorectification extensions, included with ArcGIS Image Server, can only be used with ArcGIS Image Server if the additional license fees for the extensions have been paid.
42. ArcGIS Image Server License includes the right to one desktop deployment of the ArcGIS Image Server Service Editor for every two socket ArcGIS Image Server License. This includes the right to use the ArcGIS Image Server Seamline and Orthorectification extensions (if also licensed for ArcGIS Image Server) with the desktop deployment of Service

Editor. Additional Service Editor desktop deployments can be licensed for an additional fee. The Seamline and Orthorectification extension must also be licensed separately for an additional fee for each additional Service Editor desktop deployment.

**ATTACHMENT C
IMPLEMENTATION SERVICES
2007 TIME AND MATERIALS RATE SCHEDULE**

TIME AND MATERIALS RATE SCHEDULE

Effective January 1, 2007

Hourly time and materials labor rates have been provided for each labor category for calendar year 2007. The hourly labor rates for services that are performed after 2007 may be escalated in an amount not to exceed seven and one-half percent (7.5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

ESRI reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours and/or are more than twenty-five thousand dollars (\$25,000). Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percent complete.

Principal

Hourly Rate: \$316/Hour

These staff members work as program directors or project advisors providing project vision, strategic consulting, and program management for all types of geographic information system (GIS) projects. They apply market/application domain expertise and have extensive experience in GIS and related technologies. Consulting activities may include strategic planning, review and oversight of requirements definition, application and database design, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These staff members work with senior client staff and have the support of senior ESRI corporate staff to ensure successful project completion.

Senior Consultant

Hourly Rate: \$239/Hour

These staff members work as project managers or project advisors providing strategic consulting and program management for all types of GIS projects. They apply market/application domain expertise and have extensive experience in GIS and related technologies. Consulting activities may include strategic planning, GIS workshops and seminars, requirements definition, application and database design and development, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. They design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules.

Consultant

Hourly Rate: \$190/Hour

These staff members provide day-to-day consulting and management of contracted projects within ESRI. They work under the guidance of senior ESRI consulting staff and support the design and implementation of defined work plans. They provide traditional consulting services and design and management support to application development projects and database conversion projects. They conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using computer-aided software engineering (CASE) tools and entity-relationship (E-R) diagramming methodologies, design and develop software and database quality assurance/quality control (QA/QC) programs, and provide management oversight of daily technical activities. They work with senior consulting and technical staff to design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules. These staff members also work with ESRI administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior Technical Designer

Hourly Rate: \$247/Hour

These staff members are the senior technical staff at ESRI. They provide the overall technical vision and system architecture for large complex systems. They apply sound software engineering principles and life cycle methodologies to projects. They are actively involved in systems architecture design, application software design, database process design, and all phases of coding including conducting design and code reviews. They may serve as the principal investigator in focused studies or research and development (R&D) projects. While staff members in this category have broad technical knowledge of GIS

applications and related technologies, they also provide specific expertise in areas such as Internet applications, data warehousing, spatial analysis, and modeling. They are proficient in ESRI software languages as well as third-generation programming languages, Internet markup languages, and other technologies.

Technical Designer

Hourly Rate: \$200/Hour

GIS system/software developers design technical project plans for the implementation of application software projects and database development projects. They oversee the day-to-day technical activities of the project team and ensure that appropriate systems methodologies are employed. They design and develop QA/QC programs and oversee design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle. They perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of the more complex and strategic portions of application software and database conversion projects. They are proficient in ESRI software languages as well as third-generation programming languages, Internet markup languages, and other technologies.

Technical Analyst

Hourly Rate: \$155/Hour

Staff members in this category work independently to perform software coding and write software documentation to design specifications developed by senior staff. They also design and implement data conversion procedures. These staff members also perform software and database quality control and are proficient in the coding of software and processing of digital databases. They are also proficient in ESRI software languages as well as third-generation programming languages, Internet markup languages, and other technologies.

Database Analyst

Hourly Rate: \$131/Hour

These staff members provide database development support in creating cartographic and digital data products. Areas of expertise include performing data conversion, migration, and translation activities utilizing advanced processing techniques in ArcGIS software. In addition, these staff members design and implement efficient production tools and coordinate workflow with project personnel.

**IMPLEMENTATION SERVICES
TERMS AND CONDITIONS**

1. **WARRANTY:** ESRI warrants that for a period of thirty (30) days after acceptance of a deliverable that the deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with applicable written specifications included in the corresponding task or delivered to Licensee pursuant to this Addendum.

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