



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

03^D_R 582

PURCHASE ORDER NO.
 MA01SW03

PAGE
 1

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

Purchasing Division's File Copy

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

INVOICE TO
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR
 *709070308 909-793-2853
 ENVIRONMENTAL SYSTEMS RESEARCH
 380 NEW YORK STREET

 REDLANDS CA 92373-8100

SHIP TO

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
02/26/2003	NET 30	952775732	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
0001	02/28/2008	JB	099-00-01-100		
SOFTWARE, MASTER AGREEMENT 1					
MICROFILMED					
MAR 12 2003					
BLANKET PURCHASE ORDER					
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)					
MASTER AGREEMENT NO. 2000MPA2666 PER THE ATTACHED					
EFFECTIVE MARCH 1, 2003. - 2/28/03 - 2yr term					
WV State Purchasing Division Administration Unit Certified Encumbered					
MAR 06 2003					
Amy Fairchild					
ENTERED					

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED FOR ONE FISCAL YEAR
Samuel Wayfield

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

CHARLYN MILLER 304-558-2596
 BY *Laura Bunch 2/26/03*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
 TOTAL

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.



MASTER PURCHASE AGREEMENT
Contract No. 2000MPA2666

This Master Purchase Agreement ("MPA" or "Agreement") is between the governmental body ("Licensee") identified below and Environmental Systems Research Institute, Inc. ("ESRI"). The Master Purchase Agreement enables Licensee to acquire ESRI® geographic information system Software, services, Documentation, or Data for use over a defined period of time.

This Agreement is comprised of the following documents:

1. This Master Purchase Agreement signature page, Version E111M 9/00B
2. General License Terms and Conditions, Version E200M 9/00B
3. Exhibit 1, Scope of Use, Version E300M 1/01
4. MPA Terms and Conditions, Version E500M 9/00
5. MPA Price List, Version E405M 7/02

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

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

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

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

STATE OF WEST VIRGINIA
(Licensee)

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(ESRI)

By: *Amy J. Haynie*
Authorized Signature

Janna Tangmord
Authorized Signature

Printed Name: Amy J. Haynie

Printed Name: _____

Title: Assistant General Counsel

Title: _____

Date: 10-1-02

Date: _____

Licensee Contact Information

Contact: Helen Wilson

Telephone: 304-558-1066

Address: 4101 Maccorkle Ave., S.E.

Fax: 304-558-4867

City, State, ZIP: Charleston, WV 25304

E-mail: hwilson@gwmail.state.wv.us

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(E200M 9/00B)

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- (b) "Data" means any ESRI or third party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in ESRI® GIS software compatible format(s) supplied under this Agreement.
- (c) "Documentation" means all of the printed and digital materials including, but not limited to, user documentation, training documentation, or technical information and briefings supplied under this Agreement.
- (d) "License Manager" means the nondestructive license management software program, comprised of a confidential software keycode or hardware key, which controls the distribution of the licensed number of Software copies to requesting end user(s) of Licensee.

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ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

7.1 Limited Warranties—For a period of ninety (90) days from the later of the date of keycode issuance or date of delivery of the Software, Data, or Documentation to Licensee, ESRI represents and warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) the media upon which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service.

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Notwithstanding the foregoing, ESRI shall be liable for direct damages for injury to persons or damage to personal property caused by the negligence of ESRI.

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ARTICLE 9—INFRINGEMENT INDEMNITY

9.1 ESRI shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that the Software, Data, or Documentation infringes a U.S. patent, copyright, or trademark provided

- (a) Licensee promptly notifies ESRI in writing of the claim thereof;
- (b) ESRI has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- (c) Licensee cooperates fully in the defense of the claim.

9.2 If ESRI believes that the Software, Data, or Documentation is or will become the subject of an infringement claim, or in the event that use of the Software, Data, or Documentation is enjoined, ESRI, at its own expense, may either (i) obtain the right for Licensee to continue using the Software, Data, or Documentation or (ii) modify the Software, Data, or Documentation to make it noninfringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially practical, the infringing items shall be returned to ESRI and ESRI's sole liability shall be to refund license fees paid by Licensee prorated over a five (5) year period.

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

ARTICLE 10—GENERAL PROVISIONS

10.1 Future Orders—All Software, Data, Documentation, or maintenance orders placed during the two (2)-year term of the MPA shall be covered by the license terms in place at the time of execution. It is understood that Exhibit 1, Scope of Use, may change as products are updated, and a change order will be processed to reflect these changes.

10.2 Export Control Regulations—Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, or provide the Software, Data, or Documentation, in whole or in part, to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation. Licensee shall not export the Software, Data, and/or

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10.3 Commercial Terms and Conditions—This Agreement contains ESRI's commercial terms and conditions. Licensee's rights in the Software, Data, and Documentation are strictly limited to the uses granted by this Agreement. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Software, Data, or Documentation, such rights shall extend only to the portion(s) affected and use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in DFARS §227.7202-1(a) and §227.7202-3(a) (1995), DFARS §252.227-7013(c)(1)(ii) (OCT 1988), FAR §12.212(a) (1995), FAR §52.227-19 (June 1987), or FAR §52.227-14 (ALT III) (June 1987), as applicable.

10.4 Taxes and Fees, Shipping Charges—As a State entity, the State agencies are exempt from Federal, State, and local taxes and will not pay taxes for any vendor including individuals, nor will the agency file any tax returns or reports on behalf of the vendor or any other party.

10.5 No Implied Waivers—The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

10.6 Severability—The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

10.7 Counterparts—This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

10.8 Successor and Assigns—Notwithstanding any clause to the contrary, the State reserves the right to assign the software licenses to another State agency, board, or commission upon thirty (30) days written notice to ESRI, and ESRI shall obtain the written consent of the State prior to assigning this Agreement.

10.9 Survival of Terms—The provisions of Articles 6, 7, 8, 9, and 10 of this Agreement shall survive the expiration or termination of this Agreement for any reason.

10.10 Equitable Relief—In addition to any and all remedies at law, ESRI shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms.

10.11 Governing Law, Arbitration—This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be presented to a West Virginia court of competent jurisdiction.



**EXHIBIT 1
SCOPE OF USE
(E300M 1/01)**

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

ESRI® Software and Data	End Users/Developers				Developers		
	Single Use License ¹	Concurrent Use License ²	Server License ³	Organization License ⁴	Deployment Fees		Redistribution of Components or DLLs
					Standard	Internet	
ArcView®	✓	✓					
ArcInfo™		✓ ⁵					
ArcEditor™		✓					
Extensions ⁶	✓	✓					
ArcSDE™ Server ⁷			✓				
ArcSDE Connections ⁷		✓					
SDE® Server ⁷			✓				
SDE Connections ⁷		✓					
ArcIMS® ⁷			✓			✓	
RouteMAP™ IMS ⁷			✓			✓	
ArcView GIS	✓						
ArcView IMS			✓				
ArcView Internet						✓	
ArcView Business Analyst	✓						
ArcLogistics™ Route ⁸	✓						
PC ARC/INFO®	✓						
ArcCAD®	✓						
Atlas GIS™	✓						
Maplex	✓						
MOLE™	✓						
MOLE SDK	✓				✓		✓ ¹²
Data Automation Kit	✓						
BusinessMAP®	✓						
ArcPad™ ⁹	✓ ¹⁰						
MapObjects® ¹¹	✓				✓		✓ ¹²
MapObjects LT	✓						✓ ^{12,13}
MapObjects IMS			✓				
MapObjects Internet						✓	
ArcExplorer™	✓						
NetEngine™	✓				✓		✓ ¹²
NetEngine Internet			✓			✓ ¹⁴	
Production Line Tool Set (PLIS)	✓						
Sequence Engine ¹⁵				✓			
StreetEditor™ Objects				✓			
Data Sets ¹⁶	✓						

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ESRI MPA TERMS AND CONDITIONS

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ESRI MPA TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

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

"**Licensee**" means the governmental body or Authorized Entities who have accepted the terms of this Master Purchase Agreement.

"**Authorized Entities**" means any authorized political subdivision of the governmental body, such as counties or cities within the State, that place orders in accordance with the requirements defined within this Agreement.

ARTICLE 2—TERM OF AGREEMENT

The right to purchase under this Agreement shall remain in effect for two (2) years from the effective date unless terminated earlier as prescribed in Article 5—Termination; Cancellation. At the end of the initial and any succeeding term, the parties may negotiate a new term based on their mutual agreement. The term of any Software or Data licenses ordered through this Agreement shall be as stated in the ESRI License Terms and Conditions.

ARTICLE 3—PRODUCT OFFERINGS

Environmental Systems Research Institute, Inc. (ESRI), may at its sole discretion discontinue offering any Software license(s), Data license(s), or other product(s) or service(s) included in this Agreement at any time.

New or discontinued Software, services, Data, Documentation, or reduced prices may be added or deleted by supplements to the attachments by written notice from ESRI. ESRI may require additional license terms prior to use of new or reduced pricing or new Software, as part of the notice. Such unilateral notice shall become part of this Agreement upon (1) ordering Software or services covered by the notice or (2) thirty (30) days after Licensee's receipt of notice, whichever is sooner. Licensee may object in writing to the notice prior to the occurrence of items 1 or 2. Any changes to the requirements of the notice shall require written agreement by both parties.

ARTICLE 4—RESERVED

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination

This Agreement may be terminated by either party upon thirty (30) days' written notice. Should the notice specify termination for cause, the recipient of the notice shall have fifteen (15) days in which to correct or cure any default or defect in performance. On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. Licensee shall no longer be permitted to place orders under this Agreement. ESRI, at its sole election, may terminate the right of any Authorized Entity to participate in this Agreement in accordance with this provision without terminating the Agreement with respect to the governmental body or any other Authorized Entity.

5.2 Cancellation

Purchase orders, other than for the initial purchase, may be canceled by the Licensee in whole or in part, upon forty-five (45) days' written notice to ESRI. There will be no cancellation charge for canceled Software unless the Software has been delivered. In this case, the cancellation will require Licensee payment of return shipping costs.

5.3 Deficiency Action

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

- a. If Licensee fails to pay any license fees to ESRI in accordance with the requirements of this Agreement; or
- b. If Licensee distributes ESRI® Software, Data, and Documentation to any person or entity other than a Licensee; or

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

- c. If Licensee discloses any trade secret technology and other information proprietary to ESRI in breach of this Agreement.

5.4 License Survival

Upon voluntary termination of this Agreement for the convenience of Licensee or expiration of this Agreement, Licensee may continue to retain and use such licensed ESRI Software, Data, and Documentation in accordance with the ESRI License Terms and Conditions and Exhibit 1, Scope of Use. Licensee may then directly and separately contract for Software updates, maintenance, and/or technical support service.

ARTICLE 6—NONAPPROPRIATION OF FUNDS; LIMITATION

6.1 Funding

Where the financial obligations of the Licensee payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available and the funds are not appropriated or otherwise available, this Agreement may be terminated as set forth in Article 5.

6.2 No Minimum Purchase

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

ARTICLE 7—ORDERS

7.1 Licensee Purchase Orders

Licensee shall issue purchase orders to ESRI for Software or services based on the fees specified in this Agreement. Normally purchase orders will be processed directly through ESRI.

7.2 Purchase Order Requirements

All purchase orders shall reference and be subject to the terms and conditions of this Agreement.

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

- a. Name or identification of Licensee, place of delivery, and the end user name and contact information
- b. Purchase order number
- c. Date delivery is requested (minimum thirty [30] days after ESRI receipt of order)
- d. Primary site for maintenance if primary maintenance is *not* ordered
- e. Quantity, description, and unit price
- f. On the face of the purchase order, print the following statement: "As a Licensee or Authorized Entity we agree to be bound by the terms and conditions of Master Purchase Agreement No. 2000MPA2666."

7.3 Additional Quotes

Licensee may request a quote for any new or unlisted Software/services and issue a purchase order under this Agreement, provided ESRI may require additional license terms for use of the new or unlisted Software.

7.4 Authorized Entities

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

Authorized Entities are required to print the information/statements required in Article 7.2 (a through f) on all purchase orders issued for Software, Data, Documentation, or related services. The terms and conditions of the Master Purchase Agreement shall then govern all purchase orders issued by that Authorized Entity. ESRI shall not fill any purchase orders that do not adequately provide the information identified in Article 7.2.

7.5 Registration/Keycode Request

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

ARTICLE 8—ESRI AUTHORIZED RESELLER ORDERS

Licensee or Authorized Entity may purchase ESRI Software from an authorized ESRI reseller under the terms of this Master Purchase Agreement at the MPA price. The following requirements must be satisfied:

- The quotation for ESRI Software and the selection of the ESRI reseller must comply with all applicable State and local public procurement laws and regulations;
- The ESRI reseller must be a member of the ESRI Business Partner Program in good standing at the time the order is placed with ESRI and be authorized to provide the Software ordered as defined at ESRI Web site <http://gis.esri.com/partners/index.html>. Select "Resellers" to view the authorized resellers and the Software they are authorized to provide; and
- The purchase order forwarded by the Licensee or Authorized Entity must list the information requested in Article 7.2, the ESRI reseller name, and the Software MPA pricing.

If all conditions of sale under the MPA are met, ESRI will accept the order and the authorized reseller will receive a sales commission. ESRI will deliver the ESRI Software directly to the Licensee or Authorized Entity, invoice, and receive payment for any such order.

The Licensee or Authorized Entity may also order the above-referenced Software from an authorized reseller independent of the terms, conditions, and pricing of this Agreement.

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

ARTICLE 9—PRICING

The specified prices stated herein are exclusive of shipping, installation, and tax.

9.1 Software

ESRI will provide the Software specified at the prices provided within this Agreement.

9.2 RESERVED

9.3 Support Services

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

ARTICLE 10—TERMS OF COMPENSATION AND ACCEPTANCE

10.1 Terms of Compensation

Software will be invoiced one hundred percent (100%) upon shipment. Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with West Virginia State Code.

10.2 Acceptance and Payment

Software 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 testing, unless rejected in writing.

All payment obligations shall be made in arrears in accordance with West Virginia State law, that is, upon receipt of Software, upon completion of Software installation and training services. Maintenance shall be paid quarterly in arrears, with a 12 percent (12%) additional fee.

ARTICLE 11—RESERVED

ARTICLE 12—GENERAL PROVISIONS

12.1 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 by giving prompt notice to the other party of the change.

Licensee Contact:

See signature page (E111M)

ESRI Contact:

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

12.2 Shipping and Handling

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



ESRI MPA PRICE LIST
(E405M 7/02)

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

General Information and Disclaimers

1. The following software items and related products are offered to Licensee and its qualified agencies for use only within the United States of America, its possessions, and territories.
2. The listed prices are exclusive of shipping and handling. Delivery terms are FOB Redlands, California. Shipping and handling will be prepaid and charged back, i.e. included in the invoice as a separate item. If desired, shipping and handling charges can be quoted to the customer prior to the placement of the order. Your ESRI Sales Representative can provide a specific quote including applicable shipping and handling charges.
3. Eligible customers may at any time request a specific quote based on this contract from an ESRI sales representative. When selecting items from this contract without assistance from an ESRI sales representative, be aware of the following general rules:
 - (a) Volume pricing applies on a per-order and per-item basis unless otherwise indicated. The listed prices must be multiplied by the order quantity to determine the total price for any given order.
 - (b) Some products may have prerequisites and interdependencies so that one may not be purchased, or may not be functional, without prior or simultaneous purchase of another product. For example, software upgrades can only be licensed by customers who have already acquired the corresponding earlier version of the software, and extension software is only functional in combination with the corresponding core software. If you have questions regarding your configuration and how it relates to your requirement, please contact your ESRI representative for additional information.
 - (c) System requirements and platform support vary from item to item. If in doubt whether your system will support a desired item, please contact your ESRI sales representative for additional information.
 - (d) Some items are not offered to all potential customers. For example, certain software upgrades are only offered to customers who have acquired the most recent versions of the software.
 - (e) For installations exceeding one (1) day on-site, ESRI will add \$1,000 per day.
 - (f) Client Site Training of two (2) days or less is subject to an additional \$500 fee for instructor travel and expenses. Customer must provide adequate facilities for client site training. Certain other restrictions apply. See the Learning Center On-site training information at ESRI's Web site (www.esri.com/training/site_training.html) for details.
 - (g) ESRI Site Training (i.e. Training at one of ESRI's Training Centers) requires a completed registration application form from each student. Registrations are processed on a first-come, first-served basis. We recommend that you submit this registration information at least one month prior to the start date of your class. See the Learning Center registration information at ESRI's Web site (www.esri.com/training/register.html) for details.
4. Support services are defined at ESRI's Web site (www.esri.com) within the user support section. Particular attention should be paid to the fact that some ESRI software comes with complimentary maintenance for the first year and other software features different support plans.
5. New software releases for ArcInfo, ArcSDE, ArcGIS Concurrent Use Licenses, and other software are provided exclusively through maintenance programs. In these cases, software upgrades are not sold separately.
6. Sales of ArcStorm software are limited to existing ArcStorm customers.
7. Sales of Node Locked Licenses are limited to customers who already have Node Locked Licenses.

MPA Price List

E405M 7/1/02

Section	Description	Price
1.1	ArcGIS Concurrent Use Licenses	
	ArcInfo 8.1 or 8.2 Concurrent Use License	\$8,500
	ArcInfo 8.1 or 8.2 Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000
	ArcInfo 8.1 or 8.2 Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200
	ArcEditor Concurrent Use License	\$6,300
	ArcView 8 x Concurrent Use License	\$2,800
	ArcGIS Spatial Analyst Concurrent Use License	\$2,000
	ArcGIS 3D Analyst Concurrent Use License	\$2,000
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,000
	ArcPress for ArcGIS Concurrent Use License	\$1,120
	ArcGIS StreetMap USA Concurrent Use License (U.S. data)	\$400
	MrSID Encoder for ArcGIS Concurrent Use License	\$1,200
	ArcGIS Publisher Concurrent Use License	\$2,000
	ArcGIS Survey Analyst Concurrent Use License	\$2,000
	ArcGIS Tracking Analyst Concurrent Use License	\$2,000
	Maplex for ArcGIS Concurrent Use License	\$2,000
	ArcGIS Schematics Concurrent Use License	\$2,800
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200
	Primary Maintenance for Maplex for ArcGIS Concurrent Use License	\$500
	Secondary Maintenance for Maplex for ArcGIS Concurrent Use License	\$200
	Primary Maintenance ArcGIS Schematics Concurrent Use License	\$700
	Secondary Maintenance ArcGIS Schematics Concurrent Use License	\$350
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500

Section	Description	Price
1.1	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200
	Primary Maintenance for ArcView 8.x Concurrent Use License	\$700
	Secondary Maintenance for ArcView 8.x Concurrent Use License	\$500
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200
	Primary Maintenance for Geostatistical Analyst Concurrent Use License	\$500
	Secondary Maintenance for Geostatistical Analyst Concurrent Use License	\$200
	Maintenance for ArcPress for ArcGIS Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200
1.2	ArcGIS Single Use Licenses	
	ArcView 8.x Single Use License	\$1,200
	ArcGIS Spatial Analyst Single Use License	\$2,000
	ArcGIS 3D Analyst Single Use License	\$2,000
	Geostatistical Analyst Single Use License	\$2,000
	ArcPress for ArcGIS Single Use License	\$240
	ArcGIS StreetMap USA Single Use License (U.S. data)	\$400
	MrSID Encoder for ArcGIS Single Use License	\$1,200
	ArcGIS Publisher Single Use License	\$2,000
	ArcGIS Survey Analyst Single Use License	\$2,000
	ArcGIS Tracking Analyst Single Use License	\$2,000
	Maplex for ArcGIS Single Use License	\$2,000
	ArcGIS Schematics Single Use License	\$2,800
	Primary Maintenance for ArcView 8.x Single Use	\$500

Section	Description	Price
1.2	Secondary Maintenance for ArcView 8.x Single Use License	\$300
	Primary Maintenance for ArcGIS Spatial Analyst Single Use License	\$500
	Secondary Maintenance for ArcGIS Spatial Analyst Single Use License	\$200
	Primary Maintenance for ArcGIS 3D Analyst Single Use License	\$500
	Secondary Maintenance for ArcGIS 3D Analyst Single Use License	\$200
	Primary Maintenance for Geostatistical Analyst Single Use License	\$500
	Secondary Maintenance for Geostatistical Analyst Single Use License	\$200
	Primary Maintenance for ArcGIS Publisher Single Use License	\$500
	Secondary Maintenance for ArcGIS Publisher Single Use License	\$200
	Primary Maintenance for ArcGIS Survey Analyst Single Use License	\$500
	Secondary Maintenance for ArcGIS Survey Analyst Single Use License	\$200
	Primary Maintenance for ArcGIS Tracking Analyst Single Use License	\$500
	Secondary Maintenance for ArcGIS Tracking Analyst Single Use License	\$200
	Primary Maintenance for Maplex for ArcGIS Single Use License	\$500
	Secondary Maintenance for Maplex for ArcGIS Single Use License	\$200
	Primary Maintenance ArcGIS Schematics Single Use License	\$700
	Secondary Maintenance ArcGIS Schematics Single Use License	\$350
1.3	ArcGIS Upgrades	
	ArcView GIS 2.x or 3.x for Windows or Mac Upgrade to ArcView 8.x Single Use License	\$600
	ArcView GIS 2.x or 3.x for Windows or Mac Upgrade to ArcView 8.x Concurrent Use License	\$2,600
	ArcView GIS 2.x or 3.x for UNIX Upgrade to ArcView 8.x Single Use License-Windows	\$600
	ArcView GIS 2.x or 3.x for UNIX Upgrade to ArcView 8.x Concurrent Use License	\$600

Section	Description	Price
1.3	ArcView 8.x Single Use License to ArcView 8 x Concurrent Use License Upgrade	\$2,000
	ArcView Spatial Analyst Upgrade to ArcGIS Spatial Analyst Concurrent Use License	\$600
	ArcView 3D Analyst Upgrade to ArcGIS 3D Analyst Concurrent Use License	\$600
	ArcPress for ArcView Upgrade to ArcPress for ArcGIS Concurrent Use License	\$1,000
	ArcView StreetMap 1.x Upgrade to ArcGIS StreetMap 8.x Single Use License	\$250
	ArcView StreetMap 1.x Upgrade to ArcGIS StreetMap 8.x Concurrent Use License	\$250
	ArcView Spatial Analyst Upgrade to ArcGIS Spatial Analyst Single Use License	\$600
	ArcView 3D Analyst Upgrade to ArcGIS 3D Analyst Single Use License	\$600
	ArcPress for ArcView Upgrade to ArcPress for ArcGIS Single Use License	\$100
	ArcView 8.1x Single Use Upgrade to ArcView 8.2 Single Use	\$600
	ArcGIS Spatial Analyst 8.1 x Single Use Upgrade to ArcGIS Spatial Analyst 8.2 Single Use	\$600
	ArcGIS 3D Analyst 8.1 x Single Use Upgrade to ArcGIS 3D Analyst 8.2 Single Use	\$600
	ArcGIS Geostatistical Analyst 8.1 x Single Use Upgrade to ArcGIS Geostatistical Analyst 8.2 Single Use	\$600
	MrSID for ArcGIS 8.1.x Single Use Upgrade to MrSID for ArcGIS 8.2 Single Use	\$400
	ArcPress for ArcGIS 8.1.x Single Use Upgrade to ArcPress for ArcGIS 8.2 Single Use	\$100
	ArcPress for ArcGIS 8.1.x Single Use Upgrade to ArcPress for ArcGIS 8.2 Concurrent Use License	\$880
	ArcGIS StreetMap USA 8.1 x Single Use Upgrade to ArcGIS StreetMap USA 8.2 Single Use	\$250
	ArcView Tracking Analyst 1.1 to ArcGIS Tracking Analyst 8.2 Upgrades	\$600

Section	Description	Price
1.4	ArcInfo 7.x or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7 x or 8.0.x Floating License	\$9,900
	ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000
	ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,200
	ArcInfo 7.x or 8.0.x Extension Floating License (each) (ARC NETWORK, ARC COGO, or ArcScan)	\$2,000
	ArcInfo 7 x or 8.0.x Extension Floating License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$500
	ArcInfo 7 x or 8.0.x Extension Floating License Annual Maintenance (Secondary 2–10, 12–20...)	\$200
	ArcInfo 7.x or 8.0.x Node Locked 3-Pak License	\$16,250
	ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000
	ArcInfo 7 x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,600
	ArcInfo 7 x or 8.0.x Extension Node Locked 3-Pak License (each) (ARC NETWORK, ARC COGO, ARC TIN, ARC GRID, or ArcScan)	\$3,300
	ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$1,100
	ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (Secondary 2–10, 12–20...)	\$440
	Other ArcInfo 7.x or 8.0.x Licenses—UNIX/Windows NT	
	ArcStorm First License (3 seats)	\$3,000
	ArcStorm Additional Licenses (each additional seat)	\$500
	ArcStorm First License (3 seats) Annual Maintenance	\$500
	ArcStorm Additional License (each additional seat) Annual Maintenance	\$100
	ArcPress for ArcInfo Floating Seat	\$1,400
	ArcPress for ArcInfo Floating Seat Annual Maintenance	\$200
2	ArcView GIS 3.x and Extensions	
2.1(a)	UNIX	
	ArcView GIS 3.x for UNIX Single User Licenses Qty. 1-5 (each)	\$1,756
	ArcView GIS 3 x for UNIX Single User Licenses Qty. 6-25 (each)	\$1,581

Section	Description	Price
2.1(a)	ArcView GIS 3.x for UNIX Single User Licenses Qty. 26+ (each)	\$1,405
	ArcView GIS 3.x for UNIX Multi License 10 Pack	\$14,707
	ArcView GIS 3.x for UNIX Primary Maintenance	\$700
	ArcView GIS 3.x for UNIX Secondary Maintenance	\$500
	Upgrade for ArcView GIS 3.2 for UNIX Licenses to ArcView GIS 3.3	\$99
	Upgrade for ArcView GIS 3.1 for UNIX Licenses to ArcView GIS 3.3	\$495
	Upgrade for ArcView GIS 3.0 for UNIX Licenses to ArcView GIS 3.3	\$495
	Upgrade for ArcView GIS 2.x for UNIX Licenses to ArcView GIS 3.3	\$495
	Transfer of ArcView GIS 3.x for UNIX to ArcView GIS 3.x for Windows/Windows NT	\$500
	ArcView Network Analyst Extension for UNIX Single User Licenses Qty. 1-5 (each)	\$2,246
	ArcView Network Analyst Extension for UNIX Single User Licenses Qty. 6-25 (each)	\$2,121
	ArcView Network Analyst Extension for UNIX Single User Licenses Qty. 26+ (each)	\$1,871
	ArcView Network Analyst Extension for UNIX Multi License 10 Pack	\$19,960
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200
	ArcView Tracking Analyst Extension for UNIX Single User Licenses Qty. 1-5 (each)	\$2,246
	ArcView Tracking Analyst Extension for UNIX Single User Licenses Qty. 6-25 (each)	\$2,121
	ArcView Tracking Analyst Extension for UNIX Single User Licenses Qty. 26+ (each)	\$1,871
	ArcView Tracking Analyst Extension for UNIX Multi License 10 Pack	\$19,960
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200
	ArcView Spatial Analyst Extension for UNIX Single User Licenses Qty. 1-5 (each)	\$2,696

Section	Description	Price	
2.1(a)	ArcView Spatial Analyst Extension for UNIX Single User Licenses Qty. 6-25 (each)	\$2,546	
	ArcView Spatial Analyst Extension for UNIX Single User Licenses Qty. 26+ (each)	\$2,246	
	ArcView Spatial Analyst Extension for UNIX Multi License 10 Pack	\$23,960	
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500	
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200	
	ArcView 3D Analyst Extension for UNIX Single User Licenses Qty. 1-5 (each)	\$2,696	
	ArcView 3D Analyst Extension for UNIX Single User Licenses Qty. 6-25 (each)	\$2,546	
	ArcView 3D Analyst Extension for UNIX Single User Licenses Qty. 26+ (each)	\$2,246	
	ArcView 3D Analyst Extension for UNIX Multi License 10 Pack	\$23,960	
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500	
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200	
	2.1(b)	Windows/Windows NT	
		ArcView GIS 3.x for Windows/Windows NT Single User Licenses Qty. 1-5 (each)	\$956
ArcView GIS 3.x for Windows/Windows NT Single User Licenses Qty. 6-25 (each)		\$861	
ArcView GIS 3.x for Windows/Windows NT Single User Licenses Qty. 26+ (each)		\$765	
ArcView GIS 3.x for Windows/Windows NT Multi License 10 Pack		\$8,007	
ArcView GIS 3.x for Windows/Windows NT License Primary Maintenance		\$500	
ArcView GIS 3.x for Windows/Windows NT License Secondary Maintenance		\$300	
Upgrade for ArcView GIS 3.2 for Windows Licenses to ArcView GIS 3.3		\$99	
Upgrade for ArcView GIS 3.1 for Windows Licenses to ArcView GIS 3.3		\$395	
Upgrade for ArcView GIS 3.0 for Windows Licenses to ArcView GIS 3.3		\$395	

Section	Description	Price
2.1(b)	Upgrade for ArcView GIS 2.x for Windows Licenses to ArcView GIS 3.3	\$395
	ArcView Network Analyst Extension for Windows/Windows NT Licenses Qty. 1-5 (each)	\$1,346
	ArcView Network Analyst Extension for Windows/Windows NT Licenses Qty. 6-25 (each)	\$1,271
	ArcView Network Analyst Extension for Windows/Windows NT Licenses Qty. 26+ (each)	\$1,121
	ArcView Network Analyst Extension for Windows/Windows NT Multi License 10 Pack	\$11,960
	ArcView Network Analyst Extension for Windows/Windows NT License Primary Maintenance	\$500
	ArcView Network Analyst Extension for Windows/Windows NT License Secondary Maintenance	\$200
	ArcView Tracking Analyst Extension for Windows/Windows NT Licenses Qty. 1-5 (each)	\$1,346
	ArcView Tracking Analyst Extension for Windows/Windows NT Licenses Qty. 6-25 (each)	\$1,271
	ArcView Tracking Analyst Extension for Windows/Windows NT Licenses Qty. 26+ (each)	\$1,121
	ArcView Tracking Analyst Extension for Windows/Windows NT Multi License 10 Pack	\$11,960
	ArcView Tracking Analyst Extension for Windows/Windows NT License Primary Maintenance	\$500
	ArcView Tracking Analyst Extension for Windows/Windows NT License Secondary Maintenance	\$200
	ArcView Spatial Analyst Extension for Windows/Windows NT Single-User Licenses Qty. 1-5 (each)	\$2,246
	ArcView Spatial Analyst Extension for Windows/Windows NT Single-User Licenses Qty. 6-25 (each)	\$2,121
	ArcView Spatial Analyst Extension for Windows/Windows NT Single-User Licenses Qty. 26+ (each)	\$1,871
	ArcView Spatial Analyst Extension for Windows/Windows NT Multi License 10 Pack	\$19,960
	ArcView Spatial Analyst Upgrade 1 x to 2 for Windows/Windows NT	\$695
	ArcView Spatial Analyst Extension for Windows/Windows NT License Primary Maintenance	\$500

Section	Description	Price
2.1(b)	ArcView Spatial Analyst Extension for Windows/Windows NT License Secondary Maintenance	\$200
	ArcView 3D Analyst Extension for Windows/Windows NT Single-User Licenses Qty. 1-5 (each)	\$2,246
	ArcView 3D Analyst Extension for Windows/Windows NT Single User Licenses Qty. 6-25 (each)	\$2,121
	ArcView 3D Analyst Extension for Windows/Windows NT Single User Licenses Qty. 26+ (each)	\$1,871
	ArcView 3D Analyst Extension for Windows/Windows NT Multi License 10 Pack	\$19,960
	ArcView 3D Analyst Extension for Windows/Windows NT License Primary Maintenance	\$500
	ArcView 3D Analyst Extension for Windows/Windows NT License Secondary Maintenance	\$200
	ArcView Image Analysis Extension for Windows/Windows NT Single User Licenses Qty. 1-5 (each)	\$2,246
	ArcView Image Analysis Extension for Windows/Windows NT Single User Licenses Qty. 6-25 (each)	\$2,121
	ArcView Image Analysis Extension for Windows/Windows NT Single User Licenses Qty. 26+ (each)	\$1,871
	ArcView Image Analysis Extension for Windows/Windows NT Multi License 10 Pack	\$19,960
	ArcView Image Analysis Extension for Windows/Windows NT License Primary Maintenance	\$500
	ArcView Image Analysis Extension for Windows/Windows NT License Secondary Maintenance	\$200
	Upgrade ArcView Image Analysis 1 to 1.1	\$199
2.2	ArcView StreetMap and StreetMap 2000	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$495
	Upgrade ArcView StreetMap 1 to 1.1 for Windows/Windows NT (U.S. data)	\$250
	ArcView StreetMap 2000 (U.S. data)	\$8,995
	ArcView StreetMap 2000 Annual Upgrade Subscription (U.S. data)	\$4,498
	Upgrade ArcView StreetMap 2000 1 to 1.1 (U.S. data)	\$5,500
2.3	ArcView Business Analyst (U.S. data)	
	ArcView Business Analyst License (U.S. data)	\$9,595

Section	Description	Price
2.3	ArcView Business Analyst Extension Pack License (U.S. data)	\$7,435
	ArcView Business Analyst State Government License (U.S. data)	\$9,595
	ArcView Business Analyst Extension Pack State Government License (U.S. data)	\$7,435
	ArcView Business Analyst Local Government License (U.S. data)	\$7,995
	ArcView Business Analyst Extension Pack Local Government License (U.S. data)	\$6,995
	Upgrade ArcView Business Analyst 1 or 1.1 to 1.1a per License (U.S. data)	\$4,500
	Upgrade ArcView Business Analyst Extension Pack 1.1a per License (U.S. data)	\$3,500
	ArcView Business Analyst Extension Maintenance (per License/Seat) (U.S. data)	\$4,000
	ArcView Business Analyst Extension Pack Maintenance (per License/Seat) (U.S. data)	\$3,000
	ArcView Business Analyst State Government Maintenance (per License/Seat)	\$3,200
	ArcView Business Analyst State Government Extension Pack Maintenance (per License/Seat)	\$2,400
	ArcView Business Analyst Local Government Maintenance (per License/Seat)	\$4,000
	ArcView Business Analyst Local Government Extension Pack Maintenance (per License/Seat)	\$3,000
2.4	ArcPress for ArcView	
	ArcPress for ArcView UNIX License	\$295
	ArcPress for ArcView Windows/Windows NT License	\$295
3	MapObjects	
	MapObjects Windows Edition Developer Kit (includes MapObjects-Windows Edition and 50 Deployments)	\$4,000
	MapObjects-Java Standard Edition Developer Kit (includes MapObjects-Java Standard Edition and 50 Deployments)	\$4,000
	Additional MapObjects Windows Edition Developer License	\$800
	Additional MapObjects Java Standard Edition Developer License	\$800
	25-Pak Additional MapObjects-Windows Edition Deployments	\$2,000

Section	Description	Price
3	25-Pak Additional MapObjects-Java Standard Edition Deployments	\$2,000
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	\$1,000
	MapObjects-Windows Limited Deployment Site License Kit	\$16,000
	MapObjects-Java Limited Deployment Site License Kit	\$16,000
	MapObjects-Windows Edition Developer Kit Maintenance Fee	\$1,000
	MapObjects-Java Standard Edition Developer Kit Maintenance Fee	\$2,000
	Additional MapObjects-Windows Edition Developer Licenses Maintenance Fee	\$200
	Additional MapObjects-Java Standard Edition Developer Licenses Maintenance Fee	\$200
	MapObjects-Windows Limited Deployment Site License Kit Maintenance Fee	\$3,000
	MapObjects-Java Limited Deployment Site License Kit Maintenance Fee	\$4,000
	Upgrade MapObjects Windows Edition 1.x to MapObjects 2.1 Development License	\$795
	Upgrade MapObjects Windows Edition 2 to MapObjects Windows Edition 2.1 Development License	\$595
	Upgrade for MapObjects Windows Edition 1.x Deployment License 10 Pack	\$1,000
	MapObjects LT 2 License	\$1,000
3.8	MapObjects Windows Edition StreetMap Developers Kit (1 Development License and 50 Deployment Licenses)	\$595
	Additional MapObjects Windows Edition StreetMap Deployments 25 Pack	\$50
	Additional MapObjects Windows Edition StreetMap Development License	\$495
4.0	ArcSDE and SDE	
4.1	ArcSDE Installation Kit	\$400
4.2	ArcSDE 8 and SDE 3 Server and Processor License	
	ArcSDE 8 Bundle (incl. License for 1 Server and 2 Processors, 5 Read and Write Connection Licenses)	\$8,000

Section	Description	Price
4.2	SDE 3 Bundle (incl. License for 1 Server and 2 Processors, 5 Read and Write Connection Licenses, 1 MapObjects Developer License, and 1 ArcView Single User License)	\$8,000
	ArcSDE 8 or SDE 3 License for One Additional Processor	\$2,500
	ArcSDE 8/SDE 3 Read and Write Server Connection License	\$1,000
	ArcSDE 8/SDE 3 Read-Only Server Connection License	\$500
	Primary Maintenance for ArcSDE 8 or SDE 3, 1 Server, 5 Connects	\$3,600
	Secondary Maintenance for ArcSDE 8 or SDE 3 Server	\$1,500
	Maintenance for ArcSDE 8 or SDE 3 Server License with 2 CPUs	\$3,000
	Maintenance for ArcSDE 8 or SDE 3 Additional Processor License	\$500
	Maintenance for ArcSDE 8/SDE 3 Read and Write Server Connection License	\$150
	Maintenance for ArcSDE 8/SDE 3 Read-Only Server Connections License	\$150
5	ArcIMS	
5.1	ArcIMS Standard Edition Server/CPU License	\$6,500
	ArcIMS Standard Edition Additional CPU License	\$4,500
	ArcIMS Standard Edition Server/CPU Annual Maintenance Fee	\$1,500
	ArcIMS Standard Edition Additional CPU Annual Maintenance Fee	\$1,000
5.2	ArcIMS Route Server License for one Server/CPU	\$3,000
	Annual Maintenance Fee for ArcIMS Route Server License for one Server/CPU	\$600
	ArcIMS Route Server Additional CPU License	\$1,500
	Annual Maintenance Fee for ArcIMS Route Server Additional CPU License	\$300
	Data Pack-Tele Atlas MultiNet USA License for one Server/CPU	\$10,000
	Annual Update Fee-Data Pack-Tele Atlas MultiNet USA License for one Server/CPU	\$5,000
	Data Pack-Tele Atlas MultiNet USA Additional CPU License	\$5,000
	Annual Update Fee-Data Pack-Tele Atlas MultiNet USA Additional CPU License	\$2,500

Section	Description	Price
5.2	Data Pack-GDT USA Data Pack License for up to 5,000,000 Transactions	\$10,000
	Data Pack-GDT USA Data Pack License for up to 20,000,000 Transactions	\$25,000
	Data Pack-GDT USA Data Pack License for up to 60,000,000 Transactions	\$75,000
6	Desktop Mapping Software	
6.1	PC ARC/INFO	
	PC ARC/INFO Single User License	\$2,396
	PC ARC/INFO 4.0 Upgrade per License	\$295
	PC ARC/INFO Single User License Maintenance Fee	\$845
7	Business Applications Software	
7.1	ArcLogistics Route	
	ArcLogistics Route for Windows/Windows NT Single User Licenses (U.S. data)	\$9,600
	ArcLogistics Route Annual Maintenance Fee (U.S. data)	\$2,000
	ArcLogistics Route Additional Service Area (U.S. data)	\$1,600
	ArcLogistics Route No-Data License	\$8,000
	Maintenance for ArcLogistics Route 3 No-Data License	\$1,000
7.2	BusinessMAP 3	
	BusinessMAP 3	\$349
7.3	RouteMAP IMS	
	RouteMAP IMS Server/CPU License	\$3,000
	RouteMAP IMS Additional CPU License	\$500
	RouteMAP IMS Maintenance Server/CPU License	\$1,000
	RouteMAP IMS Maintenance for Additional CPU	\$500
	RouteMAP IMS Data Pack USA Server/CPU License	\$3,000
	RouteMAP IMS Data Pack USA Additional CPU License	\$500
	RouteMAP IMS Data Pack USA Maintenance Server/CPU License	\$1,000
	RouteMAP IMS Data Pack USA Maintenance for Additional CPU License	\$500
	RouteMAP IMS Data Pack CANADA Server/CPU License	\$6,600
	RouteMAP IMS Data Pack CANADA Additional CPU License	\$2,000

Section	Description	Price
7.3	RouteMAP IMS Data Pack CANADA Maintenance Server/CPU License	\$4,000
	RouteMAP IMS Data Pack CANADA Maintenance for Additional CPU License	\$1,500
	RouteMAP IMS Data Pack Dun & Bradstreet (D&B) Business Listing Server/CPU License	\$3,000
	RouteMAP IMS Data Pack Dun & Bradstreet (D&B) Business Listing Additional CPU License	\$500
	RouteMAP IMS Data Pack Dun & Bradstreet (D&B) Business Listing Maintenance Server/CPU License	\$1,000
	RouteMAP IMS Data Pack Dun & Bradstreet (D&B) Business Listing Maintenance for Additional CPU License	\$500
8	Other Software	
8.1	NetEngine	
	NetEngine Standard Developer Kit (incl. 1 Developer Seat and 10 Deployment Licenses)	\$10,000
	NetEngine Internet Developer Kit (Inc. 1 Developer Seat and 1 Network Server)	\$6,000
	Additional Developer Seat	\$2,000
	Additional Network Server Deployment License (12 Months, 1 Server)	\$4,000
	NetEngine 10-Pak Deployment License	\$8,000
	NetEngine Annual Renewal (Internet Developer Kit or Deployment License)	\$1,000
	NetEngine Standard Developer Kit Upgrade 1.x to 1.2	\$1,500
	NetEngine Internet Developer Kit Upgrade 1.x to 1.2	\$1,000
	NetEngine Internet/Standard Developer Kit Annual Software Maintenance Fee	\$2,000
	Additional Developer Seats Annual Software Maintenance Fee (each)	\$500
8.2	Maplex	
	Maplex First Single User License	\$15,000
	Maplex Second Single User License	\$14,000
	Maplex Third Single User License	\$11,500
	Maplex Single User License Annual Primary Maintenance Fee	\$3,750
	Maplex Single User License Annual Secondary Maintenance Fee	\$1,500

Section	Description	Price
8.3	Reserved	
8.4	ArcPad	
	ArcPad Single User License	\$396
	ArcPad Single User License Support	\$295
	ArcPad Application Builder Single User License	\$1,200
	ArcPad Application Builder Primary Maintenance Fee	\$500
	ArcPad Application Builder Secondary Maintenance Fee	\$300
	ArcPad 5.x to ArcPad 6 Upgrade	\$150
9	Software Media Kits and Hardware Keys	
	Additional Install Kit for ArcInfo	\$400
	Additional Windows/Windows NT Hardware Key	\$120
10	Reserved	
11	Reserved	
12	Software Support and Services	
12.1	ASAP Technical Support	
	ArcView Network Analyst, or ArcView Tracking Analyst for Windows ASAP Support	\$349
	PC ARC/INFO ASAP Support	\$595
	ArcView 3D Analyst for Windows or ArcView Spatial Analyst/ArcView Image Analysis for Windows ASAP Support	\$349
	ArcView 3D Analyst for UNIX or ArcView Spatial Analyst for UNIX ASAP Support	\$349
	ArcView Network Analyst for UNIX or ArcView Tracking Analyst for UNIX ASAP Support	\$349
	ArcView GIS for UNIX ASAP Support	\$549
	ArcView GIS for Windows or Macintosh ASAP Support	\$349
12.2	Developer Support Program	
	MapObjects Developers Pay-As-You-Go Support (per incident)	\$80
	IMS Developers Priority Support	\$1,495
	IMS Developers Pay-As-You-Go Support (per incident)	\$150
	MapObjects LT Developers Priority Support	\$395
	MapObjects LT Pay-As-You-Go Support (per incident)	\$60
	ArcInfo Workstation Developers Priority Support	\$2,000
	ArcInfo Workstation Developers Pay-As-You-Go Support (per incident)	\$175
	ArcGIS Desktop Developers Priority Support	\$2,000

Section	Description	Price
12.2	ArcGIS Desktop Developers Pay-As-You-Go Support	\$175
	ArcView 3 x Desktop Developers Priority Support	\$795
	ArcView 3 x Desktop Developers Pay-As-You-Go Support (per incident)	\$80
12.3	Complimentary User Conference Registration for Standard Maintenance	
	Primary Maintenance for ArcInfo Floating License	1
	Primary Maintenance for ArcInfo Node-Locked License	2
	Maintenance for ArcSDE (or SDE 3) Server and Two Processor License	1
	Maintenance for First Enterprise SDE Server License	1
	Maintenance for First Workgroup SDE Package License	1
	Maintenance for First SDE Enterprise or Extension Bundle	1
	Maintenance for ArcSDE 3	1
	Maintenance for ArcIMS Server/CPU License (limited to 1 per qualifying customer number)	1
	Maintenance for First Floating ArcInfo University LAB KIT License	1
	Maintenance for First Node-Locked ArcInfo University LAB KIT License	1
	Maplex Maintenance Fee	1
	ArcView GIS or Standard Maintenance Fee—per 25 Seats	1
	Maintenance for ArcView 8.1 Single Use—per 25 Seats	1
	Maintenance for ArcView 8.1 Concurrent—per 15 Seats	1
	Maintenance for ArcEditor—per 10 Seats	1
12.4	Installation Services & Training	
	Single Workstation Installation of ArcInfo and Extensions in USA	\$2,500
	Multiple (up to 5) Workstation Installations of ArcInfo and Extensions at One Site in the USA	\$3,500
	Standard Training per Person per Day at ESRI USA Training Centers	\$400
	Standard Training per Instructor per Day at Client Site in USA	\$2,750
	Nonstandard Training per Person per Day at ESRI USA Training Centers	\$450
	Nonstandard Training Course at Client Site in USA	\$3,175

Section	Description	Price
12.5	Virtual Campus	
	ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 1-4 Seats (each)	\$100
	ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 5-9 Seats (each)	\$95
	ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 10+ Seats (each)	\$90
	ESRI Virtual Campus Subscription Pricing	
	Education Subscriptions (for all Virtual Campus courses)	
	Annual Premium Subscription 25 Seats	\$2,250
	Annual Premium Subscriptions 50 Seats	\$4,250
	Annual Premium Subscriptions 100 Seats	\$7,000
	Annual Premium Subscriptions 500 Seats	\$30,000
	Annual Premium Subscriptions 1,000 Seats	\$50,000
	Annual Standard Subscriptions 25 Seats	\$2,125
	Annual Standard Subscriptions 50 Seats	\$4,000
	Annual Standard Subscriptions 100 Seats	\$6,000
	Annual Standard Subscriptions 500 Seats	\$25,000
	Annual Standard Subscriptions 1,000 Seats	\$40,000

ESRI MASTER PURCHASE AGREEMENT NO. 2000MPA2666

INSTRUCTIONS FOR USAGE FOR STATE ENTITIES

Environmental Systems Research Institute, Inc. (ESRI) and the State of West Virginia have negotiated a Master Purchase Agreement that is to be used for all ESRI Geographic Information System (GIS) software purchases as well as on-going maintenance and support for the ESRI software.

All software and maintenance listed in this Master Purchase Agreement (MPA) may be licensed directly from ESRI. It is also permissible to license certain packages of ESRI software referencing the MPA through an ESRI Authorized Reseller. Although most ESRI software may be acquired through an Authorized Reseller, please note that the following items found within the MPA are only available as a sole source item directly from ESRI:

Software

- ArcInfo
- ArcEditor
- ArcSDE

Maintenance/Training

- All ESRI software maintenance (this includes all ASAP Technical Support and Developer Support Program items)
- ESRI Installation and ESRI Training services found within the MPA
- Virtual Campus Courses

ESRI software and maintenance procured directly from ESRI should use the following Vendor information:

ESRI, Inc.
380 New York Street
Redlands, CA 92373
Phone: 1-888-377-4575 + 2166
Contact: Customer Service - WV
WVFIMS Vendor #: 0000254363

Robin Gosney 4/23/03

R.Gosney@esri.com

Fax: 909-793-4801
E-mail: service@esri.com
TEAM Vendor #: 709070308

The authorized reseller located within the State of West Virginia is:

Mountain CAD Corporation
339 Sixth Avenue
Post Office Box 8517
South Charleston, WV 25303-8517
Phone #: 304-744-7911
Contact: Rex Thaxton
WVFIMS #: 0000213691

Fax #: 304-744-8049
E-mail: rex@mtncad.com
TEAM #: C29110144

If you have additional pricing or product questions, please contact your local ESRI office at 703-506-9515.

Instructions for Usage:

Please note, under this Master Purchase Agreement (MPA), all quotes for ESRI software will be at the prices listed in this agreement contract whether the quotes come from an authorized reseller or directly from ESRI.

1. Agency will contact ESRI or an authorized reseller and indicate software or maintenance to be acquired. If the party contacts a reseller, the reseller will determine if this is an item that they are authorized to resell or if the item must be acquired directly from ESRI. If the reseller cannot provide the item(s) in question, the agency should contact ESRI directly.

2. The vendor (either ESRI or the Authorized Reseller) will send the agency a quotation that includes the price (as put forth in the MPA pricing schedule), MPA Contract Number (2000MPA2666), the page number where the pricing information can be found in the MPA document, and a signature.

****Please Note, under no circumstances will the vendor include any additional terms and conditions to the quote. The terms and conditions have been negotiated by the Master Purchase Agreement Contract between ESRI and the State of West Virginia.**

3. The agency will prepare the proper purchasing document to complete the procurement. For procurements under \$10,000, agencies will complete the Release Order (WV-39), attach the vendor's quote, and send it directly to the vendor. For procurements over \$10,000, agencies will complete the Purchase Requisition (WV-35), attach the vendor's quote and send it to Charlyn Miller, the Purchasing buyer, who will review it and send it out to the vendor. A quote from the reseller will require an original signature. The ESRI quote can be faxed and will not require an original signature.

4. The Release Order (WV-39) and the Purchase Requisition (WV-35) both show the Licensee (the agency), the ship to address, the purchase order number, the quantity, the description, the unit price, and the extended amount. ESRI requires that you also provide the end user name and contact information, ESRI customer number if known, and ensure that the MPA Contract Number is listed clearly on the order.



January 29, 2002

Mr. David R. Tincher
Director of Purchasing
State of West Virginia
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Dear David:

I am writing to inform you that my Company, Mountain CAD Corporation wishes to participate in the ESRI Master Purchase Agreement as a West Virginia Authorized Reseller for ESRI. Mountain CAD Corp. agrees to provide pricing based on Contract No.2000MPA2666.

Please do not hesitate to call me if you have any questions or concerns. I thank you for your time and your consideration.

Sincerely,

Rex Thaxton
Vice President
rex@mtncad.com

Mountain CAD Corp., 339 Sixth Avenue, PO BOX 8517, South Charleston, WV 25303
Tel: 304-744-7911 FAX: 304-744-8049

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