Data Appliance for ArcGIS®

For US Customers Only

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Data Appliance for ArcGIS is a GIS solution that has much of the same Esri precached basemap content available through ArcGIS℠ Online services. The terabytes of rich, detailed data come from industry-leading data providers to enhance ArcGIS applications and services. This data is designed and optimized for publishing services using a customer's existing ArcGIS Server Advanced or Standard license. Data Appliance for ArcGIS fits easily into your IT infrastructure by connecting directly to your existing network. This allows you to quickly leverage the data for successful geospatial visualization and analysis.

Data Appliance for ArcGIS is provided on a Yearly Term License basis. The continued right-to-use license of the Data Appliance for ArcGIS is acquired through the subsequent purchase of Yearly Term licenses.

Data Appliance for ArcGIS comes as a preloaded network-attached storage (NAS) device that includes the Data Appliance for ArcGIS product of choice.

Data Appliance for ArcGIS is licensed as five different products based on geography, the level of detail, and extent of content:

- **World Advanced**
- **World Standard World Basic**
- **North America Advanced**
- **North America Standard**

See the [Data Appliance for ArcGIS Product Details](#) section on page 5 of this document for details on each collection.

Key Features

- Allows quick and easy publishing of large sets of useful geographic data.
- Provides prerendered and optimized maps and data for high-performance publishing.
- Can be deployed in a secure, private network or over the Internet.
- Data Appliance for ArcGIS includes preloaded hardware for storing the basemap caches. There is no need to copy the terabytes of data to another machine.
- Is licensed on a Yearly Term basis.

Key Benefits

The key benefit of Data Appliance for ArcGIS is the efficiency and productivity gains that come from being able to publish online services without having to process large and varied datasets. The data is ready to publish immediately, and users can fuse it with other data for visualization and analysis and to give more context and meaning to your existing data. Data Appliance for ArcGIS helps users achieve greater value and maximize their return on investment. It supports the following IT goals:

- **Eliminate information technology silos**—Data Appliance for ArcGIS supports the development of a common information architecture and integrated solutions environment that allows the sharing of technology and services (such as mapping and location services) across divisions and departments, creating a more efficient and effective operation.

- **Build information and services once and use them many times**—Data and services supported by Data Appliance for ArcGIS are open and interoperable, allowing them to be consumed and integrated across multiple divisions, departments, and client applications.

- **Leverage existing data**—Data Appliance for ArcGIS allows the fusing of data collected by other departments and divisions to support analysis and visualization without disrupting existing business processes.

- **Create new opportunities to significantly and fundamentally improve business processes**— Data Appliance for ArcGIS can provide access to data and services that were previously nonexistent or inaccessible, driving innovation and improving operational efficiency within other divisions and departments.

- **Realize immediate return on investment**—Data Appliance for ArcGIS is designed for quick deployment without installing special software, licensing data, or subjecting personnel to extensive training.

Pricing

Data Appliance for ArcGIS is licensed based on geography, the level of detail, and extent of content and is priced accordingly.

	Data Appliance for ArcGIS *(for use with an existing ArcGIS Server License)*	
Item No.	**Product**	**Yearly Term License Price**
143190	**World Advanced**	**$280,000**
138074	**World Standard**	**$160,000**
138076	**World Basic**	**$20,570**
143263	**North America Advanced**	**$175,000**
138075	**North America Standard**	**$90,000**
133167	Option: On-Site Installation Support[*]	**$13,100**

[*]By purchasing this service, the customer agrees to Services Packages—Terms and Conditions (G-363D Addendum), which shall take precedence over any other terms and the customer's purchase order. These terms and conditions can be viewed on the web at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/g-363-d.pdf .

Licensing, Deployment, and Delivery

- Staging, Development, and Passive Failover use of Data Appliance for ArcGIS is also available upon request. Please e-mail dataapp@esri.com or call Dean Garner at 909-793-2853, extension 1-4441, if interested.

- Purchase of the Data Appliance for ArcGIS license requires a signed Master License Agreement.

- User must have available rack space for the placement of Data Appliance for ArcGIS. Installation is the customer's responsibility unless the On-Site Installation Support option is purchased, which is highly recommended.

- Delivery is based on manufacturer availability, but usually takes four weeks upon acceptance of order.

- Geocoding and Routing can be obtained through the purchase of StreetMap™ Premium for ArcGIS.

Support

- **Data Use**—The purchase of the Yearly Term License of the Data Appliance for ArcGIS includes a right-to-use license of the applicable data product for one year. The continued right-to-use license of the data product after the first year is only available if a customer continues to purchase subsequent Yearly Term Licenses.

- **Data Updates**—If a subsequent Yearly Term License of the Data Appliance for ArcGIS is purchased, the licensed data product is updated and delivered on disk drives to be installed by the user in the Data Appliance for ArcGIS. Actual delivery date of the Data Update is subject to variables such as installation anniversary date, applicable Data Update a customer is due, and availability during the full-year term of the Yearly Term License. Some updates may require replacement of the entire appliance instead of only the disk drives. If this is the case, the Yearly Term License also covers this scenario.

- **Telephone Support**—The Yearly Term License of the Data Appliance for ArcGIS includes a year of telephone support. Support for data issues is provided by Esri Support Services, and hardware support is provided by Cutting Edge, the hardware manufacturer. This support includes installation, configuration, and upgrade assistance with each delivery as well as ongoing troubleshooting.

- **Optional On-Site Installation Support**—Optional on-site installation and configuration support is available through Esri implementation services for an additional fee and is highly recommended. By purchasing this service, the customer agrees to the Packages Services Terms and Conditions (G-363-D Addendum), which shall take precedence over any other terms and the customer's purchase order. These terms and conditions can be viewed on the web at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/g-363-d.pdf .

- **Hardware Maintenance**—First year hardware maintenance of Data Appliance for ArcGIS is included per the Warranty Definition and Support Plan, starting on page 13. The hardware warranty will also be extended with subsequent Yearly Term Licenses purchased.

- **Classified Environments**— Some customers are in classified environments and cannot have hardware, especially hard drives, leave the facility for any repair. In these cases, the standard costs of the appliance within this document only include the standard warranty. Additional costs will need to be quoted to cover scenarios in which hardware cannot leave a customer's facility. Pricing for these scenarios can be obtained by e-mailing dataapp@esri.com or call Dean Garner at 909-793-2853, extension 1-4441.

Data Appliance for ArcGIS Product Details

<table>
<tr>
<th colspan="6">Data Appliance for ArcGIS—What's Included</th>
</tr>
<tr>
<th>Maps</th>
<th>World Basic</th>
<th>World Standard</th>
<th>World Advanced</th>
<th>North America* Standard</th>
<th>North America* Advanced</th>
</tr>
<tr>
<td>Basemaps and reference maps at small and medium scales (down to 1:72,000 or level 13)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>All other maps at large scales</td>
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<td>✓</td>
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<tr>
<td>Subset of high-resolution imagery</td>
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<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>All available high-resolution imagery</td>
<td></td>
<td></td>
<td>✓</td>
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</tr>
</table>

*Large-scale maps and imagery are limited to North America.

Descriptions

- **World Basic**—includes basemaps and reference maps with small and medium scales down to 1:72,000 or level 13.

- **World Standard**—includes everything in Data Appliance for ArcGIS World Basic plus large-scale maps worldwide with a subset of the high-resolution imagery in the World Imagery basemap. See "Large-scale Imagery Coverage" section for more details.

- **World Advanced**—includes everything in Data Appliance for ArcGIS World Basic and World Standard. In addition, for World Imagery, high-resolution imagery is included worldwide. See "Large-scale Imagery Coverage" section for more details.

- **North America Standard**—includes everything in Data Appliance for ArcGIS World Basic plus large-scale maps for North America, with a subset of the North America high-resolution imagery in the World Imagery basemap. See "Large-scale Imagery Coverage" section for more details.

- **North America Advanced**—includes everything in Data Appliance for ArcGIS World Basic and North America Standard. In addition, for the World Imagery, high-resolution imagery is included for North America. See "Large-scale Imagery Coverage" section for more details.

![esri logo]

Large-scale Imagery Coverage
The following table shows the differences in large-scale imagery coverage between the Standard and Advanced products of Data Appliance for ArcGIS. Imagery at levels smaller than 1:4,000 (level 17) are the same for Standard and Advanced. The coverage area for Data Appliance for ArcGIS North America is denoted by the box.

Scale (Level)	Standard	Advanced
1:4,000 (Level 17)		
1:2,000 (Level 18)		
1:1,000 (Level 19)		
1:600 (Level 20)	Not Available	
1:282 (Level 21)	Not Available	

Click here for more detailed coverage maps of World Imagery.

Additional Resources

The following help topics include product overviews, tips for deployment and use, and summaries of the services included with each Data Appliance Product.

Note: Depending on the Data Appliance for ArcGIS Product purchased, the level of detail and geography offered for each service differs. The **Data Appliance Overview** topic includes a comparison of these differences.

Data Appliance 6.3 for ArcGIS Home Page
Gateway for the following five topics listed below.

> **Data Appliance Overview**
> Includes an overview of the product options, coverage maps, and a summary of all the services.
>
> **Directory of Maps and Data**
> Includes links to view the full service descriptions.
>
> **What's New?**
> Details the specific improvements and enhancements to the latest version of the Data Appliance for ArcGIS
>
> **Deploy Data Appliance on ArcGIS Server**
> Deployment resources and additional help to support the Quick Start Guide.
>
> **Using the Services**
> Tips on using the published map services in custom applications.

Documentation

Data Appliance for ArcGIS includes a complete set of documentation. This documentation includes a deployment guide to support the implementation of the appliance as well as instructions for using the services in various ArcGIS applications. Each data product is also fully documented with descriptive information on the data content it includes.

Network Attached Storage Specifications

- Preloaded and Preprocessed Data (based on the chosen data product)
- MegaRAID 12 Gb/s SAS RAID Controller
- 80 GB SSD SATA 6 Gb/s Operating System Drive
- External USB 2.0 DVD+/-RW Drive
- Dual-Port Intel i350 Gigabit Ethernet NIC
- Integrated IPMI 2.0 with Dedicated LAN
- 1280W Platinum Level (94%+) High-Efficiency Redundant Power Supply for 4U Chassis
- 500W Platinum Level (94%+) High-efficiency Redundant Power Supply for 1U Chassis
- Windows Storage Server R2 Standard 2012 64-bit Operating System
- One Year Advanced Hardware Replacement and Phone Warranty and Support

The size of the network-attached storage deliverable above is dependent on the data product:
- 2 x 4U (World Advanced)
- 4U (World Standard, North America Advanced or North America Standard)
- 1U (World Basic)

Frequently Asked Questions

Q: In what format is the map data delivered?
A: The data is delivered in map cache format and published in Web Mercator projection as
256 x 256 pixel tiles. The cache can be used in all ArcGIS clients. In addition, elevation data is provided in a mosaic dataset with an accompanying 3D cache to support ArcGIS 3D clients and geoprocessing analytical tools. The World Places Locator is delivered as an ArcGIS locator file (.loc) geodatabase that is optimized for publishing as a geocoding service.

Q: How do I publish map data from Data Appliance for ArcGIS as services?
A: Data Appliance for ArcGIS is delivered on a NAS device (size dependent on data product purchased—see specifications above) that can be connected to your organization's local network in addition to an existing server running ArcGIS Server Standard or Advanced at the Enterprise or Workgroup level. Once the Data Appliance for ArcGIS is connected to the network, services can be deployed using an existing ArcGIS Server. The Data Appliance for ArcGIS Help documentation provides the necessary steps to publish the map data as services.

Q: When will I receive data updates?
A: You will **NOT** receive any updates the first year that you have the Data Appliance for ArcGIS. After the first year, you will receive one update per year when subsequent Yearly Term Licenses are purchased. Please note that you will automatically be billed for the Yearly Term License, and updates will be delivered after payment is received. Data Appliance updates consist of Maps and Data content updates as defined by Esri and as allowed by the data content partners incorporated in the Data Appliance.

Q: Can I continue to use the data if I *don't* continue to purchase subsequent Yearly Term Licenses?
A: No. The initial purchase of the Data Appliance for ArcGIS includes a right-to-use license for one year that is extended through the purchase of subsequent Yearly Term Licenses. Esri's agreement with its data providers does not allow perpetual use of the map data. If a user does not purchase subsequent Yearly Term Licenses, the user will be required to sign a Certificate of Uninstallation that the data has been erased/destroyed.

Q: Whom do I contact if I need support?
A: Support pertaining to map data issues is provided by Esri Support Services. If you are in the United States, contact Esri Support online or call 1-888-377-4575, available from 5:00 a.m. to 5:00 p.m. (Pacific Time), Monday–Friday, excluding Esri holidays.

Hardware support is provided by the manufacturer of the appliance, Cutting Edge Networked Storage, and includes installation and configuration assistance with each delivery, as well as ongoing troubleshooting.

ESRI QUOTATION TERMS AND CONDITIONS

These prices and terms are valid only for items purchased and delivered within the United States excluding Guam, Puerto Rico, and the Virgin Islands.

This quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Esri.

ORDER PROCESS

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., credit application, if not using credit card, and tax exemption certificate) are required to complete the order.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software on the correct media. Please return them promptly to avoid unnecessary delays in shipping. Please return all documents by mail or express courier or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File #54630, Los Angeles, CA 90074-4630

DELIVERY

FOB: Origin

Software: Allow 30 days from Esri's receipt of purchase order, signed software license agreement(s), and other documents, as required. Esri software license agreements may be accessed at esri.com/legal.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Standard delivery method is two-day air upon order leaving manufacturer's facility. Delivery is based on manufacturer availability.

PAYMENT TERMS

Net 30 days, on approved credit.

WARRANTY

Warranty and service are provided by manufacturer(s).

TAXES

Prices quoted do not include applicable sales or use taxes unless so stated. Esri reserves the right to collect sales tax assessed by states as required by law. Esri will add state sales tax to the invoice unless Esri receives proof with the order that your organization is tax exempt or pays state tax directly.

Esri collects and pays sales tax in Alabama, Arizona, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Illinois, Indiana, Kansas, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, and Wisconsin. In preparing your budget, please allow for applicable sales tax. Esri reserves the right to collect sales tax assessed by additional states as required by law.

Esri
380 New York Street
Redlands, California 92373-8100
909-793-2853

ORDERED BY	
Organization	
Date of Order	PO No.
Phone	Fax
Contact	Esri Customer No.

Yearly Term License of Data Appliance for ArcGIS Domestic Order Form

12/1/16

BILL TO		SHIP TO	
Organization		Organization	
Department	PO No.	Department	
Address		Address	
Attention		Attention	
Phone	Fax	Phone	Fax
E-mail		E-mail	

Qty.	Description	Price	Total
	Item 143190—Yearly Term License of Data Appliance for ArcGIS —**World Advanced**	$280,000	
	Item 138074— Yearly Term License of Data Appliance for ArcGIS —**World Standard**	$160,000	
	Item 138076— Yearly Term License of Data Appliance for ArcGIS —**World Basic**	$20,570	
	Item 143263— Yearly Term License of Data Appliance for ArcGIS —**North America Advanced**	$175,000	
	Item 138075— Yearly Term License of Data Appliance for ArcGIS —**North America Standard**	$90,000	
	Item 133167—Data Appliance for ArcGIS On-Site Installation Support	$13,100	

Additional Items (enter items and prices below)	**Unit Price**	**Net Price**		
			Additional Items Total	
			Shipping	Included
			Sales Tax*	
			Total Due Esri	
			THANK YOU FOR YOUR ORDER!	

Please attach sheet of additional options and pricing, if necessary.

* Please add appropriate sales tax in the states of AL, AZ, CA, CO, CT, FL, GA, HI, IL, IN, KS, MA, MD, MI, MN, MO, NC, ND, NE, NJ, NM, NV, NY, OH, OK, PA, SC, TN, TX, UT, VA, VT, WA, and WI. Esri reserves the right to correct sales tax rates and/or collect the sales tax assessed by additional states as required by law, without notice. Items may be shipped separately.

FAX YOUR ORDER TO
800-330-7053
ATTN.: Customer Service/Alan Chrest
Esri
380 New York Street • Redlands, CA 92373-8100

NOTES	
A. If submitting a purchase order, a credit application will need to be completed if one is not already on file with Esri. B. Delivery is based on manufacturer availability but usually takes four weeks upon acceptance of order. C. All sales are final.	**PAYMENT OPTIONS** (a) Enclose a check payable to Esri with this form. (b) Complete credit card authorization information below. (c) Enclose a completed purchase order with this form. We will not ship without payment or purchase order enclosed. Acceptance of purchase order is based on credit approval.

CREDIT CARD AUTHORIZATION

Card Number	Check One				Expiration Date
	AMEX	**Disc.**	**MC**	**Visa**	
Cardholder Signature	Approval Code (Esri use only)				
Cardholder Printed Name					

12/1/16

ESRI
CREDIT APPLICATION
COMPANY INFORMATION

COMPANY NAME: _____   TELEPHONE: _____

DBA: _____   FAX: _____

ADDRESS: _____   CONTACT: _____

_____   TAX EXEMPT: YES/NO. IF YES, PLEASE ATTACH

_____   COPY OF EXEMPTION CERTIFICATES FOR ALL STATES.

LENGTH OF TIME IN BUSINESS: _____   FEDERAL ID NO.: _____

NUMBER OF EMPLOYEES: _____

_____ CORPORATION _____ PROPRIETORSHIP _____ PARTNERSHIP

IF A CORPORATION, IN WHAT STATE INCORPORATED: _____

DATE OF INCORPORATION: _____

PRESIDENT: _____   VICE PRESIDENT: _____

PARTNER'S NAME(S): _____

PERSONS WITH CORPORATE SIGNATORY AUTHORITY: _____

COMPANY CLASSIFICATION: _____ FORTUNE 500 _____ UNIVERSITY, COLLEGE, OR PUBLIC SCHOOLS
_____ LOCAL, STATE, OR FEDERAL GOVERNMENT _____ NONE OF THE ABOVE

BRIEFLY DESCRIBE YOUR COMPANY'S FUNCTION: _____

BANK REFERENCE
(Please list all banks and banking account numbers; attach additional pages if necessary.)

BANK NAME: _____   TELEPHONE: _____

ADDRESS: _____   CONTACT: _____

_____   CHECKING ACCOUNT NO.: _____

_____   OTHER ACCOUNT NO.: _____

   LOAN NO.: _____

VENDOR REFERENCE
(PROVIDE 5)

NAME: _____   NAME: _____

ADDRESS: _____   ADDRESS: _____

TELEPHONE: _____   TELEPHONE: _____

NAME: _____   NAME: _____

ADDRESS: _____   ADDRESS: _____

TELEPHONE: _____   TELEPHONE: _____

NAME: _____

ADDRESS: _____

TELEPHONE: _____

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI), PAYMENT POLICY:
NET 30 DAYS, 1.5 PERCENT LATE FEE PER MONTH AFTER 30 DAYS.

BY SIGNING BELOW, COMPANY CERTIFIES AND ATTESTS FINANCIAL RESPONSIBILITY FOR ANY AND ALL CORRECT ESRI INVOICES TO COMPANY AND ITS ABILITY TO PAY SUCH INVOICES IN ACCORDANCE WITH ESRI'S PAYMENT POLICY. COMPANY FURTHER AGREES TO PAY REASONABLE ATTORNEY'S FEES, PLUS INTEREST, IN THE EVENT OF DEFAULT IN PAYMENTS IN COMPLIANCE WITH ESRI POLICY. THE INFORMATION CONTAINED HEREIN IS ONLY FOR THE PURPOSE OF OBTAINING CREDIT AND AUTHORIZES ESRI TO OBTAIN INFORMATION CONCERNING COMPANY'S CREDIT STANDING.

PLEASE FAX TO ESRI CREDIT ANALYST AT 909-307-3031 *AND* MAIL ORIGINAL.

BY: _____   DATE: _____

Warranty Definition and Support Plan

			ArcGIS Server & Data Appliance for ArcGIS Warranty

Cutting Edge's factory-authorized ArcGIS Server & Data Appliance for ArcGIS Warranty for the United States is designed to minimize downtime in the unlikely event of a hardware failure. Cutting Edge's design utilizes user replaceable hot swappable disk drive modules and server power supply modules. Data integrity is maintained by hardware-based RAID-1 and RAID-5 protection. If there is a problem, the Customer/contractor calls or e-mails Cutting Edge's Technical Support Engineering Staff at 800-257-1666 or support@cuttedge.com to receive technical assistance. Our Technical Support Engineers will work with the Customer/contractor to diagnose the problem. In the event a hardware failure is diagnosed, Cutting Edge will ship a replacement disk drive(s), a system power supply, or an entire replacement system without disk drives. These items will be shipped via Standard Overnight delivery. Replacement hardware will ship on the same day for problems diagnosed by 12:00 p.m. Pacific time, or the next business day for problems diagnosed after 12:00 p.m. Pacific time.

This ArcGIS Server & Data Appliance for ArcGIS Warranty provides an unmatched level of service for Customers. It is designed to provide immediate hassle-free restoration of fault-tolerant service while maintaining your specific software configuration and data.

Phone Support	Parts	Disk Failure	Power Supply Failure	Server Failure
Installation, maintenance, and initial configuration assistance is available from 8:00 a.m. to 5:00 p.m. Pacific time, Monday through Friday. **Technical assistance to diagnose hardware or operating system failures is available from 8:00 a.m. to 8:00 p.m. Pacific time, Monday through Friday.**	**Replacement hardware components are shipped by Standard Overnight delivery.** **Customer/Contractor has fifteen days to return failed components.**	**Replacement disk drive module is shipped for delivery on the next business day.** **User replaces the hot swappable disk drive module in minutes.** **The system automatically begins rebuilding data on the replaced disk while the system remains fully usable.**	**Replacement power supply module is shipped for delivery on the next business day.** **User replaces the hot swappable power supply module in minutes while the system remains fully usable.**	**Replacement system is shipped for delivery on the next business day.** **User moves the hot swappable disk drive modules and power supply modules to the replacement system in minutes.** **Full operation is immediately restored.**

Classified Disk Drive Replacement Warranty Upgrade

Cutting Edge's Classified Disk Drive Replacement Warranty is specially designed for Customers with sensitive or classified data such as the Department of Defense. In the event of a disk drive failure, Cutting Edge will ship a complete replacement disk drive in a drive carrier. The Customer/contractor removes the magnetic hard drive platters from the failed disk drive and returns only the drive carrier; drive casing; and top cover of the disk drive, which includes the drive label and serial number. The Customer/contractor keeps the magnetic hard drive platters. Please call for pricing

Basic Provisions of All Cutting Edge Warranty Programs

1. A warranty is provided on a system-level basis. If Cutting Edge-provided equipment or software is added to a system, the warranty cost for these items will be charged on a pro-rated basis to run concurrently with the primary system warranty and will be at the same warranty level as the primary system.

2. If the Customer adds non-Cutting Edge equipment or software to a system, the warranty for the system will end.

3. If warranty coverage is not maintained continuously for a system, the Customer may purchase at a time and material (T&M) rate a recertification of the system. Any repairs or costs associated with bringing the system back to Cutting Edge specifications will also be charged on a T&M basis.

4. Customers who have not purchased a warranty plan or are not covered by the warranty may purchase services on a time and material basis, and the services will be provided by Cutting Edge on an as-available basis.

5. Replacement parts used in providing warranty services may be new, reconditioned, or certified by Cutting Edge; may be of various manufacturers; and will provide equal or better performance and/or capacity than the original item. Replacement parts are warranted for the remaining life of the purchased warranty and do not in any event extend the warranty life of the system or individual components.

6. Unless special warranty options have been purchased or arrangements have been made in advance, all parts removed from Customer's systems for replacement under warranty become the property of Cutting Edge. Customer shall pay Cutting Edge at the current retail price(s) for any service parts removed from the system and retained by the Customer or not returned to Cutting Edge within 15 business days of receipt of replacement parts.

7. During initial system installation, the Customer will be entitled to a maximum of two hours of telephone support in configuring the system for use. After this initial allotment, additional phone support may be purchased at standard time and material rates.

8. Warranty support is supplied only for the operation of the Cutting Edge-provided equipment and does not extend to any troubleshooting of, assistance with, or configuration of external systems and/or software connected to the Cutting Edge systems. Red Hat and Esri software support and components shall be covered by the default warranty services provided to or purchased by the end users directly.

9. Prior to the expiration of the warranty term, the Customer may extend the term of the warranty or upgrade the service level of the warranty at the then current price. If the service level is upgraded, Cutting Edge reserves the right to recertify the system and a fee may be charged. Any upgrade in warranty level will not apply to conditions existing with the system prior to the effective date of the upgrade in warranty and may incur time and material charges to bring the system into warrantable condition.

10. It is the Customer's responsibility to back up data on the Customer's system. While every attempt has been made to provide redundancy in the hardware, Cutting Edge shall not be held responsible for loss of or damage to data or loss of use of any computer or network systems.

11. Customer acknowledges that Cutting Edge's performance and delivery of the services are contingent upon Customer providing access to its personnel; facilities; equipment; hardware; software; network; and information including logs and Customer's timely decision making, notification of relevant issues or information, and granting of approvals and/or permission. Customer will promptly obtain and provide to Cutting Edge any required consents necessary for Cutting Edge's performance of the services described herein. Cutting Edge's personnel will be granted access to the items listed above during the entire window of service coverage. If access must be limited to a fixed window of time, a surcharge may apply.

12. **LIMITATION OF SERVICES.** When services consist of repair of Cutting Edge systems, such services shall be those repair services that are necessary because of any existing defect or if a defect occurs in material or workmanship in the system or in any system component covered by this agreement. PREVENTIVE MAINTENANCE IS NOT INCLUDED. REPAIRS NECESSITATED BY SOFTWARE PROBLEMS; FAILURE TO PERFORM PREVENTIVE MAINTENANCE; OR AS A RESULT OF ALTERATION, ADJUSTMENT, OR REPAIR BY ANYONE OTHER THAN CUTTING EDGE OR ITS REPRESENTATIVES ARE NOT INCLUDED. Services do not include repair of any system or system component that has been damaged as a result of (a) accident, misuse, or abuse of the system or component by anyone other than Cutting Edge; (b) an act of GOD such as, but not limited to, lightning, flooding, tornadoes, earthquakes, and hurricanes; or (c) the moving of the system from one location to another.

13. **LIMITED WARRANTY.** CUTTING EDGE WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, CUTTING EDGE MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD-PARTY PRODUCT; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION CUTTING EDGE MAY MAKE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILTY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLE OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION CUTTING EDGE MAY PROVIDE.

14. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE SERVICES PROVIDED BY CUTTING EDGE EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLAIMS THAT THE SERVICES CAUSED BODILY INJURY (INCLUDING DEATH), CUTTING EDGE'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM SHALL NOT EXCEED THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE DURING THE PRIOR YEAR.