
**ADDENDUM TO
STATE OF CALIFORNIA PURCHASES
(3/28/2019 - 341463)**

This Addendum supplements and applies to all purchase orders received by Esri from State of California departments, divisions or agencies or received from authorized Esri resellers. This addendum serves as the purchase order Statement of Work (SOW) unless the State provides Esri with a SOW. A SOW received from the State is annotated with the provisions in this Addendum.

1) NOTICE REGARDING SOFTWARE AS A SERVICE (SaaS) PRODUCTS

Software as a Service products may be included your order. For example, all purchases of Desktop software licenses include an entitlement to access and use ArcGIS Online (a SaaS product). For more information regarding SaaS products and your order, please contact your Esri Account Manager or Esri's Customer Service representative.

2) STATE OF CALIFORNIA GENERAL PROVISIONS – INFORMATION TECHNOLOGY (herein "General Provisions")

Versions: Revised and Effective 9/5/14 and Revised and Effective 9/8/14

The parties agree that the following changes to sections 18, 38, and 41 of the General Provisions shall be deemed permitted changes and shall take precedence pursuant to section 11a of the General Provisions.

GENERAL PROVISION #18 (WARRANTY)

Except as disclaimed in Esri's standard license terms and conditions, and current product specific scope of use, found at <http://www.esri.com/legal/software-license> (herein after "Master Agreement"), Esri warrants to the State that (i) Products will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Products and Services offered under a Perpetual License runs for 90 days from the date of delivery. The warranty period for Esri Products and Services offered under a subscription or term license basis runs for the duration of the subscription or term.

GENERAL PROVISION #38 (SOFTWARE LICENSE)

Contractor hereby grants to the State and the State accepts from Esri, subject to the terms and conditions of this Contract, a perpetual (except for Term Licenses and subscriptions), non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products") subject to the Master Agreement.

GENERAL PROVISION #41 (FUTURE RELEASES)

If patches, bug fixes, updates or releases of any Software Product are developed by Esri and are made available to other Software Product licensees who purchase and are current on the manufacturer's technical support, they will be made available to the State in the same manner in which they are made available to such other licensees, provided that the State purchases and is current on the applicable technical support from the manufacturer."

3) STATE MODEL CLOUD COMPUTING SERVICES SPECIAL PROVISIONS (Software as a Service)

3.1 ArcGIS Online is FedRAMP Tailor Low authorized. Access and use of ArcGIS Online is subject to FedRAMP Tailor Low standards and the following Esri variances to State Model Cloud Computing Services Special Provisions:

| State Model Cloud Computing Services Special Provisions (SaaS) | Esri's Variances to State Model Cloud Computing Services Special Provisions (SaaS) |
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| Section 2. SaaS Availability | SaaS is subject to Esri's standard Service Level Agreement (herein after "SLA"), a copy of which is attached hereto and incorporated by reference. The SLA and Esri's Online Services terms and conditions do not provide or explain Recovery Point Objective ("RPO") or Recovery Time Objective ("RTO"). Licensees may back-up their own Data and therefore create their own internal RTOs and RPOs. Each reference to "excluding agreed-upon maintenance downtime" shall mean "Excluded Downtime" which is defined in the SLA. SaaS availability averages described in section 2. b) and 2. c) are quarterly based, not monthly. Damages described in 2. b) or resulting in termination described and 2. c) are limited to the application of service credits described in the SLA, Section 2 Services Availability. The notice requirement is 2. d) will be provided via Esri's standard online notification. The SLA is limited to five components of ArcGIS Online Services. Each component is listed in the SLA. |
| Section 3. Data Availability: | The SLA and Esri's Online Services terms and conditions do not currently provide for data/metadata availability. The SLA and Esri's Online Services terms and conditions do not provide or explain Recovery Point Objective ("RPO") or Recovery Time Objective ("RTO"). Licensees may back-up their own Data and therefore create their own internal RTOs and RPOs. For this reason Section 3 Data Availability does not apply to this acquisition. |
| Section 4. SaaS and Data Security | <p>ArcGIS Online is FedRAMP Tailor Low authorized, which is considered equivalent to 800-171. The SLA and Esri's Online Services terms and conditions do not currently comply with the following subsections to Section 4. SaaS and Data Security:</p> <p>4.a) 2) i: The California Information Practices Act (Civil Code Sections 1798 et seq.).</p> <p>4.a) 2) iii: Note: Esri does not provide a SSAE No. 16 SOC 2 Type II audit report. Esri's information service provides are FedRAMP moderate compliant and provide SSAE 16 summary audit reports subject to a signed non-disclosure agreement between the State and the information service provider.</p> <p>4.a) 2) iv: Privacy provisions of the Federal Privacy Act of 1974.</p> <p>4.a) 3): Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated PCIDSS Cloud Computing Guidelines.</p> <p>4.c): Esri's security logs are comingled with Esri licensees. Security logs and latency statistics are not available to licensees for review without a signed non-disclosure.</p> <p>4.d): Esri agrees to this subsection 4. d) except to the extent that the State disables security and confidentiality controls (e.g. by turning off TLS). In that event Esri is not responsible for security or confidentiality.</p> <p>4.f): <i>Esri uses an automated call routing system for support services and depending on analyst availability and skill set, a caller may be routed to</i></p> |

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| | <p><i>one of Esri's international support services locations. To ensure domestic US service a caller will need to press "0" to opt out of the automated system. The caller will then speak to a support services representative, identify themselves as an employee of the State of California and request to speak with a U.S. domestically located analyst.</i></p> |
| Section 9. Data Breach | <p>9. a) Esri agrees to this subsection 9. a) except to for the forty-eight (48) hour notice requirement. Esri will provide a seventy-two (72) hour notice.</p> <p>9. b) Esri agrees to this subsection 9. b) except that any resolute provided by Esri under this section will be mutually agreed in place of resolving to the satisfaction of the State.</p> <p>9. c) Esri is unable to agree to the following: "Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract."</p> <p>9. d) Esri is unable to agree to the following: "If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work."</p> |
| Section 10. Disaster Recovery/Business Continuity | <p>10. a) 4). Esri is unable to agree to 10. a) 4).</p> <p>10. b) RPO and RTO are not provided under this Contract. Esri is unable to agree to the following: "Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract."</p> |
| Section 11. Examination and Audit | <p>11. a) The following text is deleted: "operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State."</p> <p>11. b) The following text is deleted: "the State, its authorized agents or" and subsection 4 is deleted in its entirety.</p> <p>11. c) "State" is deleted from the first sentence of section b) and in its place "FedRamp" is inserted.</p> |

3.2 Additional Esri SaaS product information:

3.2.1 ArcGIS Online is FedRAMP Tailor Low authorized and utilizes FedRAMP moderate cloud infrastructure providers. State agencies requiring higher security standards such as FIPS 199 moderate categorized datasets can utilize ArcGIS Online for storage of low categorized service information in a hybrid deployment with a moderate categorized implementation. Esri provides a FedRAMP moderate compliant offering (Esri Managed Cloud Services) that is used together with ArcGIS Online for this purpose. Esri will provide reasonable evidence of FISMA low compliance at: <http://doc.arcgis.com/en/trust/compliance/overview.htm>. The ArcGIS Online FISMA SSP can be reviewed subject to the State signing Contractor's nondisclosure agreement. Cloud infrastructure provider compliance with FedRAMP moderate may be viewed by the State at <https://www.fedramp.gov/marketplace/compliant-systems/> and reference the following package ID:

- For AWS: [AGENCYAMAZONEW](#)
- For Microsoft Azure: [F1209051525](#)
- For Esri Managed Cloud Services: [F1311252651](#)

3.2.2 The State can access and review Cloud Service Alliance's publicly accessible STAR Registry Entries which documents the security controls provided by Esri, Microsoft, and Amazon. The registry is located at [CSA Security, Trust & Assurance Registry \(STAR\)](#).

3.2.3 Transition of the State's data upon termination of an applicable order will be pursuant to Esri's License Agreement. The State can choose to enforce encryption of information in transport for ArcGIS Online, however information is not encrypted at rest. State agencies bear responsibility to (i) confirm that Esri's published security controls for ArcGIS Online at <http://doc.arcgis.com/en/trust/security/arcgis-online-security.htm> meet all applicable legal requirements for protection of the agency's' data; and (ii) upload or share controlled data through ArcGIS Online only when it is legal to do so. **The State Model Cloud Computing Services Special Provisions do not apply to Esri's other SaaS products.**

ArcGIS Online Service Level Agreement



This ArcGIS Online Service Level Agreement ("SLA") governs the availability of certain ArcGIS Online Services identified below as made available to Customer under the terms of the Esri License Agreement ("Agreement"). All terms previously defined in the Agreement shall have the same meaning in this SLA.

1. DEFINITIONS

- a. **"Covered Downtime"** means all Downtime other than Excluded Downtime.
- b. **"Covered Services"** means the components of ArcGIS Online identified in Section 4 below.
- c. **"Downtime"** means periods during which material portions of the Covered Services are not available.
- d. **"Excluded Downtime"** includes Planned Downtime and any Downtime resulting from (i) events beyond Esri's reasonable control; (ii) any action taken under Customer's account; (iii) any termination or suspension of Customer's account in accordance with the terms of the Agreement; (iv) any third-party software or hardware used to access the Services; (v) use of the Services in a manner that is inconsistent with the Agreement or Esri's reasonable instructions; and (vi) use of Beta, evaluation, and free Services.
- e. **"Planned Downtime"** means Downtime for scheduled maintenance. Esri will use commercially reasonable efforts to announce Planned Downtime as early as possible but no less than eight (8) hours beforehand.
- f. **"Quarterly Uptime Percentage"** equals one hundred percent (100%) less the percentage of one (1)-minute intervals during the Service Quarter that constitute Covered Downtime. The Covered Services will be considered to have been one hundred percent (100%) available for any portion of a Service Quarter in which Customer did not maintain an active subscription.
- g. **"Service Quarter"** means a standard three (3)-month calendar quarter. Service Quarters are defined as the following four (4) specific time periods: January through March, April through June, July through September, and October through December.
- h. **"SLA Credit(s)"** means a monetary credit applied to Customer's annual subscription at time of renewal.

2. SERVICES AVAILABILITY. Esri will use commercially reasonable efforts to make the Covered Services available with a Quarterly Uptime Percentage of ninety-nine point nine percent (99.9%) ("Service Commitment"). For any Service Quarter that the Quarterly Uptime Percentage is less than Esri's Service Commitment and subject to Esri's minimum threshold for credit, Customer will receive an SLA Credit equivalent to the net Covered Downtime during the relevant Service Quarter in excess of the maximum Downtime permitted under the Service Commitment.

3. PROCEDURE. Once Esri has verified that the Quarterly Uptime Percentage for Customer's account fell below ninety-nine point nine percent (99.9%), and exceeds Esri's minimum criteria for providing an SLA Credit, the appropriate SLA Credit will be applied to Customer's paid renewal of its ArcGIS Online subscription at the time of renewal. SLA Credits are Customer's sole and exclusive remedy for any breach of this SLA. SLA Credits are nontransferable and will be applied to Customer's next annual renewal of ArcGIS Online. If Customer does not renew the subscription, Customer forfeits the SLA Credit.

4. COVERED SERVICES. The following ArcGIS Online Services are covered by this SLA:

ArcGIS Online Services

- ArcGIS.com Website
- ArcGIS.com REST API
- Esri Basemaps Service
- Hosted Feature Service
- Hosted Tile Service