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ADDENDUM TO
STATE OF CALIFORNIA PURCHASES

This Addendum applies to all purchase orders received by Esri from State of California departments, divisions or agencies. 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 "GP-IT")
Versions: Revised and Effective 9/5/14 and Revised and Effective 9/8/14

If the purchase order or the SOW includes the GP-IT, then the parties agree that sections 18, 38, and 41 of the GP-IT shall be replaced with the sections found below, shall be deemed permitted changes to the GP-IT, and shall follow the order of precedence established in section 11a of the GP-IT. "Master Agreement" means Esri's Master Agreement Products and Services (E204) found at http://www.esri.com/legal/software-license

GP-IT #18 (WARRANTY)
Except as disclaimed in Esri's standard Master Agreement, Esri warrants to Customer that (i) Products and Training 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 Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period. The exclusive remedies for Esri's breach of its warranties are set forth in the Master Agreement.

GP-IT #38 (SOFTWARE LICENSE)
Contractor hereby grants to the State and the State accepts from Esri 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.

GP-IT #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 OF CALIFORNIA GENERAL PROVISIONS FOR ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS #19-001 (herein "GP-eVAQ") Revised 09/19/2019

If the purchase order or the SOW includes the GP-eVAQ, then the parties agree that the sections listed below shall be deleted or changed as stated below, shall be deemed permitted changes to the GP-eVAQ, and shall follow the order of precedence established in section 14 of the GP-eVAQ. "Master Agreement" means Esri's Master Agreement Products and Services (E204) found at http://www.esri.com/legal/software-license:

21. INSPECTION, ACCEPTANCE AND REJECTION
This section 21 does not apply to Esri's commercially available off-the-shelf products.

22. WARRANTY
Section 22 Warranty is deleted and replaced with the following:
Except as disclaimed in Esri's Master Agreement, Esri warrants to Customer that (i) Products and Training 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 Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period. The exclusive remedies for Esri's breach of its warranties are set forth in the Master Agreement.

27. TERMINATION FOR DEFAULT
Section 27 Termination for Default is deleted and replaced with the Term and Termination section found in the Master Agreement.

30. LIMITATION OF LIABILITY
Section 30 Limitation of Liability is deleted and replaced with the Limitation of Liability section found in the Master Agreement.

31. DE MINIMIS DELIVERABLE OR SERVICE REQUESTS (specific to CALNET contracts
In lieu of the remedy set forth in Section 31, Customer's remedy for Esri's breach of said warranty shall be to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

34. USE AND ADVERTISING USE OF DATA
Esri publishes its Privacy Statement at https://www.esri.com/en-us/privacy/overview.

35. STATE COST RECOVERY
Section 35 State Cost Recovery is deleted.

39. INVOICES & PAYMENTS
Subsections c) Recoup Cost Cause and d) Acceptance Payments are deleted from section 39 Invoices and Payment.

44. CONFIDENTIALITY OF DATA
Section 44 Confidentiality of Data is deleted.

46. SOFTWARE LICENSE
Section 46 Software License is deleted and replaced with the following: Contractor hereby grants to the State and the State accepts from Esri 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.

48. FUTURE RELEASES
Section 48 Future Releases is deleted and replaced with the following: 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.

51. EXAMINATION AND AUDIT
Section 51 Examination and Audit is deleted.

52. CONTINUING STANDARDS OF PERFORMANCE FOR CONTRACTOR SERVICES
Section 52 Continuation Standards … is deleted.

63. LIQUIDATED DAMAGES
Section 63 Liquidated Damages is deleted.

67. UNANTICIPATED TASKS
Section 67 Unanticipated Tasks is deleted.

69. NON-EXCLUSIVE AGREEMENT
The following text is removed from section 69 Non-Exclusive Agreement.

To the extent the CDT, consistent with CDT policy, obtains from third parties, or provides to itself, replacement Services for any of the Services hereunder, the amount to be paid to Contractor by the CDT for the remaining Services will be equitably adjusted downward, to the extent necessary, to reflect the portion of the Services that Contractor will not be providing or performing, regardless of whether such Services were priced individually or as a bundle with any of the remaining Services.

71. ADMINISTRATIVE FEE
Section 71 Administrative Fee is deleted

72. CONTRACTOR COMMITMENTS AND REPRESENTATIONS
Notwithstanding Section 72, this provision shall not give rise to a unilateral right of Contractor to modify the terms of the Agreement and any written commitment by Contractor must be mutually executed by the parties.

73. SERVICE TO PUBLIC ENTITIES AND LOCAL GOVERNMENT AGENCIES
Section 73 Service to Public Entities and Local Government Agencies is deleted.

74. AVAILABILITY OF REFRESHED TECHNOLOGY AND ADDITIONAL SERVICE ITEMS
Notwithstanding Section 74, unless otherwise agreed under an applicable SOW, any enhancements to Esri technology provided under this Agreement shall be provided to the State when generally available in the normal course of business.

75. PRICING AND SERVICE REVIEW
Section 75 Pricing and Service Review is deleted.

76. SERVICE COSTS

Section 76 Service Costs is deleted.

78. “MOST FAVORED NATION” STATUS OF STATE (specific to CALNET)
Section 78 Most Favored Nation Status of State is deleted.

82. MIGRATION
Section 82 Migration is deleted.

83. DISENTANGLEMENT (MIGRATION-OUT)
Section 83 Disentanglement (Migration out) is deleted.

84. REPORTS, DATA AND INVENTORY
Section 84 Reports, Data and Inventory is deleted

85. SUBCONTRACTORS
Section 85 Subcontractors is deleted.

86. GOVERNANCE
Section 86 Governance is deleted.

87. SECURITY AND POLICIES
Section 87 Security and Policies is deleted.

88. DOCUMENTATION
Section 88 Documentation is deleted.

92. UNITED STATES (U.S.) BASED SERVICES
Section 92 is deleted and replaced with the following: Esri’s standard Technical Support/Software Maintenance offering includes potential support and access provided from outside the United States to facilitate load balancing. Customers who require specialized support restricted to US facilities and US Citizen personnel, may purchase North American Regulated Industry Support, or “NORUS” at additional cost.

4) State of California Cloud Computing – Software As A Service (SaaS) General Provisions (herein “SaaS-GP”) (June 7, 2019)

If the purchase order or the SOW includes the SaaS-GP, then the parties agree that the sections listed below shall be deleted or changed as stated below, shall be deemed permitted changes to the SaaS-GP, and shall follow the order of precedence established in section 11 of the SaaS-GP. “Master Agreement” means Esri’s Master Agreement Products and Services (E204) found at http://www.esri.com/legal/software-license.

12. INSPECTION, ACCEPTANCE AND REJECTION
Section 12 Inspection, Acceptance and Rejection is deleted.

13. WARRANTY
Section 22 Warranty is deleted and replaced with the following:
Except as disclaimed in Esri’s Master Agreement, Esri warrants to Customer that (i) Products and Training 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 Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period. The exclusive remedies for Esri's breach of its warranties are set forth in the Master Agreement.

20. LIMITATION OF LIABILITY
Section 20 Limitation of Liability is deleted and replaced with the Limitation of Liability section found in the Master Agreement.

30. SOFTWARE LICENSE
Section 30 Software License is deleted and replaced with the following: Contractor hereby grants to the State and the State accepts from Esri 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.

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

5.1 Access and use of ArcGIS Online is subject to 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)
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	ArcGIS Online is FISMA low NIST 800-53 R3 authorized. 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: 4.a) 2) i: The California Information Practices Act (Civil Code Sections 1798 et seq.). 4.a) 2) ii: The California Statewide Information Management Manual (Sections 58D, 66B. 4.a) 2) iii:

	Esri does not provide a SSAE audit report. However, Esri does a FISMA low audit every three years. A summary of the audit is available to the State subject to a signed non-disclosure agreement. 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. 4.a) 2) iv: Privacy provisions of the Federal Privacy Act of 1974. 4.a) 3): Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines. 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. 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. 4.f): Esri uses an automated call routing system for support services and depending on analyst availability and skill set, a caller may be routed to 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.
Section 9. Data Breach	ArcGIS Online is FISMA low NIST 800-53 R3 authorized. Esri's Service Level Agreement ("SLA") and Esri's Online Services terms and conditions do not provide for the type of reports, daily updates, and investigation requirements that are found in Section 9 Security Breach unless the reports, daily updates, and investigation standards are found in FISMA low. Esri agrees to provide the State access to its web and vulnerability scanning results, operational documentation, and records and database that relate to the purchased SaaS subject to a mutually agreed upon time and date to provide the access and a signed non-disclosure agreement. Additionally, Esri's cloud infrastructure providers do not permit Esri or Esri's licensees the reports, daily updates, and investigation rights described in Section 9 Security Breach. For these reasons Section 9 Security Breach does not apply to this acquisition.
Section 10. Disaster Recovery/Business Continuity	ArcGIS Online is FISMA low NIST 800-53 R3 authorized. Esri's Service Level Agreement ("SLA") and Esri's Online Services terms and conditions do not provide for the notification, report, restoration, and investigation requirements that are found in Section 10. Disaster Recovery/Business Continuity unless the notification, report, restoration, and investigation standards are found in FISMA low. Additionally, Esri's cloud infrastructure providers do not permit Esri or Esri's licensees the notification, report, restoration, and investigation rights described in Section 10. Disaster Recovery/Business Continuity. For these reasons

	Section 10. Disaster Recovery/Business Continuity does not apply to this acquisition.
Section 11. Examination and Audit	ArcGIS Online is FISMA low NIST 800-53 R3 authorized. Esri's Service Level Agreement ("SLA") and Esri's Online Services terms and conditions do not provide for the level of access, online inspection, and audit requirements that are found in Section 11 Examination and Audit unless the access, online inspection, and audit standards are found in FISMA low. Esri agrees to provide the State access to its web and vulnerability scanning results, operational documentation, and records and database that relate to the purchased SaaS subject to a mutually agreed upon time and date to provide the access and a signed non-disclosure agreement. Additionally, Esri's cloud infrastructure providers do not permit Esri or Esri's licensees access, online inspection, and audit rights described in Section 11 Examination and Audit. For these reasons Section 11 Examination and Audit does not apply to this acquisition.

5.2 Additional Esri SaaS product information:

5.2.1 ArcGIS Online is FISMA low NIST 800-53 R3 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: https://trust.arcgis.com/en/compliance/compliance.htm. 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://marketplace.fedramp.gov/products and reference the following package ID:

For AWS: https://marketplace.fedramp.gov/products/F1603047866
For Microsoft Azure: https://marketplace.fedramp.gov/products/F1209051525
For Esri Managed Cloud Services: https://marketplace.fedramp.gov/products/F1311252651

5.2.2 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).

5.2.3 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 https://trust.arcgis.com/en/security/security-overview.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.**

Service Level Agreement
ArcGIS Online, ArcGIS Velocity and Site Scan for ArcGIS

This Service Level Agreement ("**SLA**") governs the availability of the Products identified below as made available to Customer under the terms of the Master Agreement. Unless given a new definition in this SLA, all terms previously defined in the Master 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 a Product's services identified in Section 4 below.
c. "**Downtime**" means periods during which one or more of a Product's 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 Products; (v) use of the Products that is inconsistent with the Master Agreement or Esri's reasonable instructions; and (vi) use of Beta, evaluation, and free services.
e. "**Master Agreement**" means as applicable (i) the Master Agreement, Products and Services that is found at https://www.esri.com/en-us/legal/terms/full-master-agreement or (ii) a signed Agreement between the customer and Esri governing the customer's use of the Products.
f. "**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.
g. "**Product(s)**" means ArcGIS Online, ArcGIS Velocity, or Site Scan for ArcGIS.
h. "**Quarterly Uptime Percentage**" equals one hundred percent (100%) less the percentage of one (1)-minute intervals during the Service Quarter that constitute Covered Downtime. A Product will be considered to have been 100% available for any portion of a Service Quarter in which Customer did not maintain an active subscription.
i. "**Service Commitment**" means a Quarterly Uptime Percentage of 99.9%.
j. "**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.
k. "**SLA Credit**" means a monetary credit applied to Customer's annual subscription at time of renewal.

2. SERVICES AVAILABILITY. Esri will use commercially reasonable efforts to achieve the Service Commitment for each Product. For any Service Quarter that the Quarterly Uptime Percentage for a Product is less than the Service Commitment and subject to Esri's minimum threshold for credit, Customer will receive an SLA Credit equivalent to the prorated Product subscription fee for 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 a Product fell below the Service Commitment 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 subscription for the Product at the time of renewal. An SLA Credit is non-transferable and is the Customer's sole and exclusive recourse for any nonattainment of the Service Commitment. If Customer does not renew the subscription, Customer forfeits the SLA credit.

4. COVERED SERVICES. The Covered Services are:

ArcGIS Online

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

ArcGIS Velocity

- Hosted Feature / Map Image Layer
- Hosted Stream Layer
- ArcGIS Velocity REST API
- ArcGIS Velocity website

Site Scan for ArcGIS

- All Services