



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

# State of West Virginia Master Agreement

Order Date: 09-27-2021

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES, INVOICES,  
AND SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CMA 0210 4407 ISC2200000003 1	Procurement Folder:	840904
Document Name:	Tax Infrastructure RFQ (OT21093)	Reason for Modification:	
Document Description:	Tax Infrastructure RFQ (OT21093)		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-10-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-04-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000020347 CAPITAL CONSULTING LLC 1231B GOOD HOPE RD SE  WASHINGTON DC 20020-6907 US Vendor Contact Phone: 7039309509 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Andrew C Lore Requestor Phone: 304-352-4944 Requestor Email: andrew.c.lore@wv.gov  <b>22</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

*Jsc 9/28/2021*  
**PURCHASING DIVISION AUTHORIZATION**

SIGNED BY: Linda B Harper *Linda B Harper*

DATE: 2021-09-27 *9/28/21*

ELECTRONIC SIGNATURE ON FILE

**ATTORNEY GENERAL APPROVAL AS TO FORM**

DATE: *John S. Gray*

ELECTRONIC SIGNATURE ON FILE

**ENCUMBRANCE CERTIFICATION**

DATE: *Beverly Toler*  
*10-1-2021*

ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

Open End Contract  
(Tax Infrastructure RFQ (OT21093))

The Vendor, Capital Consulting LLC of Washington DC agrees to enter in this open end contract with the Agency, the West Virginia Office of Technology, to provide hosted cloud services environment and the required professional services for a new Integrated Tax Assessment System for the West Virginia State Tax Department per the bid requirements, specifications, terms and conditions, all information from all addenda and the vendor's submitted bid response dated 5/27/2021 all incorporated herein by reference and made apart hereof.

Effective Dates: 10/01/2021 - 4/30/2022

3 Renewals Remaining

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	71151106			MO	35983.980000
	Service From	Service To			

**Commodity Line Description:** 3.1.1 Production Environment

**Extended Description:**

3.1.1 Production Environment

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	71151106			MO	37303.970000
	Service From	Service To			

**Commodity Line Description:** 3.1.2 Testing Environment

**Extended Description:**

3.1.2 Testing Environment

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	71151106			MO	0.000000
	Service From	Service To			

**Commodity Line Description:** 3.1.3 Backup Environment

**Extended Description:**

3.1.3 Backup Environment

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	71151106			HOURL	135.000000
	Service From	Service To			

**Commodity Line Description:** 3.3 Professional Services

**Extended Description:**

3.3 Professional Services

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	71151106			EA	11.475000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** 3.5.1 Scalability per 50GB

**Extended Description:**  
3.5.1 Scalability per 50GB

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	71151106			EA	167.400000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** 3.5.2 Scalability per 1 CPU

**Extended Description:**  
3.5.2 Scalability per 1 CPU

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	71151106			EA	10.040000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** 3.5.3 Scalability per 1GB

**Extended Description:**  
3.5.3 Scalability per 1GB

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on 10/01/2021 and the initial contract term extends until 4/30/2022.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to (3) Three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☒ **Cyber Liability Insurance** in an amount of: \$10,000,000 per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.



**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 02/10/2021

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Eric Wimer ; CEO

(Name, Title)

Eric Wimer ; CEO

(Printed Name and Title)

1231B Good Hope Rd SE, Washington, DC 20020

(Address)

703-930-9509

(Phone Number) / (Fax Number)

ewimer@therseoit.com

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Capital Consulting LLC D/B/A Therseo IT

(Company)



Eric Wimer, CEO

(Authorized Signature) (Representative Name, Title)

Eric Wimer ; CEO

(Printed Name and Title of Authorized Representative)

04/29/2021

(Date)

703-930-9509

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0210 ISC2100000018**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input checked="" type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input checked="" type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input checked="" type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Capital Consulting LLC D/B/A Tharseo IT

Company



Authorized Signature

May 20, 2021

Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish an open-end contract for a hosted cloud services environment and the required professional services for a new Integrated Tax Assessment System for the West Virginia State Tax Department. Recently, the State of West Virginia awarded Tyler Technologies a contract for a Valuation and Assessment Administration System (CMA TAX200000000004). This system will provide property tax management and tools to all 55 counties of the State, as well as the Property Tax Division. Additionally, the system will be used by the public.

The resulting contract from this solicitation will be for cloud hosting for this awarded system and will include both a production site and a testing site in different cloud fault zones to reduce the likelihood that both systems would fail together. This will also provide a potential disaster recovery site, if needed. The system requirements needed to run the application provided by Tyler Technologies are outlined below.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

**2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

**2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

**2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.4 “Bastion Host”** means a server whose purpose is to provide access to a private network and to which extra security and auditing are applied.

**2.5 “GHz”** is an abbreviation for gigahertz. One GHz represents 1 billion cycles per second.

**2.6 “CPU”** means Central Processing Unit.

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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**2.7 “SSH”** means Secure Shell.

**2.8 “RAM”** means Random Access Memory.

**2.9 “RDP”** means Remote Desktop Protocol.

**2.10 “RAID”** means Redundant Array of Inexpensive Disks; RAID0 is striping, RAID1 is mirroring, and RAID10 is a striped mirror.

**2.11 “SSD”** means Solid State Drive.

**2.12 “DMZ”** means network demilitarized zone on the perimeter of the network.

**2.13 “VPN”** means virtual private network and is used to extend a private network across a public network.

**2.14 “VLAN”** means a Virtual Local Area Network and is used to isolate broadcast traffic within a network.

**2.15 Cloud Specific Definitions:**

**2.15.1 “Region”** means a geographic region that contains multiple availability domains.

**2.15.2 “Availability Domain”** means an isolated, fault-tolerant zone within a region.

**2.15.3 “Fault Domain”** means a grouping of hardware and systems within an availability domain.

**2.15.4 “IaaS”** means Infrastructure-as-a-Service.

**2.15.5 “PaaS”** means Platform-as-a-Service.

**2.15.6 “SaaS”** means Software-as-a-Service.

**3 GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.



**REQUEST FOR QUOTATION**  
**WV State Tax Department Assessment System Cloud Hosting**

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**3.1.1 Production System:** Vendor must provide an IaaS, PaaS, SaaS, or hybrid solution – including any required licenses, maintenance, and support for the term of the contract – as follows:

**3.1.1.1 Application Servers:** 7 virtual machines with the following minimum specifications:

- 3.1.1.1.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.1.2** Minimum of 32 Gigabytes of RAM
- 3.1.1.1.3** Minimum of 146 Gigabytes of SSD RAID 1 storage or better.
- 3.1.1.1.4** Microsoft Windows Server 2019 operating system.

**3.1.1.2 Report Servers:** 2 virtual machines with the following minimum specifications:

- 3.1.1.2.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.2.2** Minimum of 32 Gigabytes of RAM.
- 3.1.1.2.3** Minimum of 600 Gigabytes of SSD RAID 1 storage or better.
- 3.1.1.2.4** Microsoft Windows Server 2019 operating system.

**3.1.1.3 Workflow Database Server:** 1 virtual machine with the following minimum specifications:

- 3.1.1.3.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.3.2** Minimum of 32 Gigabytes of RAM.
- 3.1.1.3.3** Minimum of 146 Gigabytes of SSD RAID 1 storage or better.
- 3.1.1.3.4** Microsoft Windows Server 2019 operating system.
- 3.1.1.3.5** Microsoft SQL Server 2019 Standard Edition (Production Licensed).

**3.1.1.4 Oracle Database Servers:** Cluster of 2 Hosted Oracle servers in an active-active pair (Real Application Cluster) with the following minimum specification:

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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- 3.1.1.4.1 Minimum of 20 CPU Cores of Intel/AMD x64 processor on each cluster node. Minimum clock speed of 2.5 GHz.
- 3.1.1.4.2 Minimum of 256 Gigabytes of RAM on each cluster node.
- 3.1.1.4.3 Minimum of 256 Gigabytes of SSD RAID 1 Storage on each cluster node for boot, operating system, and software installation.
- 3.1.1.4.4 Minimum of 5 Terabytes of SSD RAID 10 Storage or better shared between the cluster nodes for database storage.
- 3.1.1.4.5 Oracle Linux version 8 operating system.
- 3.1.1.4.6 Oracle 19c Enterprise Edition with the following minimum set of features enabled:
  - 3.1.1.4.6.1 Advanced Security.
  - 3.1.1.4.6.2 Partitioning.
  - 3.1.1.4.6.3 Transparent Data Encryption.
  - 3.1.1.4.6.4 Real Application Cluster.

**3.1.1.5 Working Server:** 1 virtual machine with the following minimum specifications:

- 3.1.1.5.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.5.2 Minimum of 32 Gigabytes of RAM.
- 3.1.1.5.3 Minimum of 2 Terabytes of storage (note that this storage does not require SSD or RAID, but neither is it precluded)
- 3.1.1.5.4 Oracle Linux 8 operating system.

**3.1.1.6 Geographic Information System (GIS) Servers:** The project requires an ArcGIS installation including a database server that hosts ArcGIS Server, an application server, and associated software. The minimum requirements are as follows:

- 3.1.1.6.1 **Oracle Database Server:** Cluster of 2 hosted Oracle servers in an active-active pair (Real Application Cluster) with the following minimum specifications:

**REQUEST FOR QUOTATION**  
**WV State Tax Department Assessment System Cloud Hosting**

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**3.1.1.6.1.1** Minimum of 4 CPU Cores of Intel/AMD x64 processor on each cluster node. Minimum clock speed of 2.5GHz.

**3.1.1.6.1.2** Minimum of 128 Gigabytes of RAM.

**3.1.1.6.1.3** Minimum of 2 Terabytes of SSD Raid 1 Storage for data drive.

**3.1.1.6.2** Oracle 19c Enterprise Edition with the following minimum set of features enabled:

**3.1.1.6.2.1** Advanced Security.

**3.1.1.6.2.2** Partitioning.

**3.1.1.6.2.3** Transparent Data Encryption.

**3.1.1.6.2.4** Real Application Cluster

**3.1.1.7 Geographic Information System (GIS) Application Server:** One (1) virtual machine with the following minimum specifications.

**3.1.1.7.1** Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz

**3.1.1.7.2** Minimum of 128 Gigabytes of RAM.

**3.1.1.7.3** Minimum of 146 Gigabytes of SSD RAID 1 Storage for boot drive.

**3.1.1.7.4** Minimum of 3 Terabytes of SSD RAID 1 storage for imagery data.

**3.1.1.7.5** Microsoft Windows Server 2019 Standard Edition

**3.1.1.8 ArcGIS Server Software:** Must be included for servers listed in specifications 3.1.1.6.

**3.1.1.8.1** Version 10.8 or latest release.

**3.1.1.8.2** ArcGIS Enterprise Advanced for 4 CPU cores.

**3.1.1.8.3** ArcGIS Image server for 4 CPU cores.

**3.1.1.8.4** Must be licensed for Production.

**3.1.1.9 Active Directory:** This system requires Microsoft Active Directory which will allow the State to create an Active Directory Domain and associated users, groups, group policies, and machine accounts. This domain must be separate from any others and must exclusively contain entities created for/by the State. The minimum requirements are as follows:

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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**3.1.1.9.1 Two Domain Controllers:** Provide 2 virtual machines with the following minimum configuration.

**3.1.1.9.1.1** Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.

**3.1.1.9.1.2** 32 gigabytes of RAM.

**3.1.1.9.1.3** 146 gigabytes of SSD RAID 1 storage.

**3.1.1.9.1.4** Windows Server 2019 operating system.

**3.1.1.10 General Networking:** Vendor must provide network connections for the servers listed above with the following minimum requirements:

**3.1.1.10.1** Internal network traffic between servers must be isolated from other vendor customers.

**3.1.1.10.2** Ability to create multiple VLANs for servers to further isolate traffic between application layers.

**3.1.1.10.3** Ability for VLANs to be Demilitarized Zones (DMZ) that isolate traffic between public networks and internal VLANs.

**3.1.1.10.4** Five public IP addresses to be used for the following:

**3.1.1.10.4.1** Public IP for system user interface to system.

**3.1.1.10.4.2** Public IP for public access to system.

**3.1.1.10.4.3** Public IP for VPN service (see below).

**3.1.1.10.4.4** Public IP for bastion service (see below).

**3.1.1.10.4.5** Public IP for the GIS Application Server.

**3.1.1.11 Firewall Service:** Vendor must provide a firewall service with the following minimum requirements:

**3.1.1.11.1** Provide high availability with a minimum of 99.5% uptime.

**3.1.1.11.2** Protect multiple VLANs as noted above in General Networking.

**3.1.1.11.3** Incorporate threat intelligence to filter out known malicious IP addresses and Internet domains.

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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**3.1.1.11.4** Allow the State to create custom filtering rules for TCP/IP and UDP/IP traffic.

**3.1.1.11.5** Provide application traffic filtering both inbound and outbound.

**3.1.1.11.6** Log threats and firewall related events to allow the State to review those events. Threat events should be forwarded to agency designees in real time.

**3.1.1.12 Load Balancer Service:** Vendor must provide a load balancer service with the following minimum requirements:

**3.1.1.12.1** Provide high availability with a minimum of 99.5% uptime.

**3.1.1.12.2** Support for both internal (server to server) and external (Internet to server) load balancing scenarios.

**3.1.1.12.3** Probe load balanced systems to detect impaired/degraded health.

**3.1.1.12.4** Direct traffic around impaired/degraded systems.

**3.1.1.12.5** Log events to allow the State to review and audit those events.

**3.1.1.13 Virtual Private Network Service:** Vendor must provide a virtual private network gateway with the following minimum requirements:

**3.1.1.13.1** Provide high availability with a minimum of 99.5% uptime.

**3.1.1.13.2** Support for encrypted point-to-site tunnels from Agency computers to cloud hosted VLANs across the public Internet.

**3.1.1.13.3** Support for encrypted site-to-site tunnels from Agency facilities to cloud host VLANs across the public Internet.

**3.1.1.13.4** Support for multi-factor authentication for VPN users.

**3.1.1.13.5** Log events to allow the State to review and audit those events.

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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**3.1.1.14 Outbound Email Service:** The system requires an outbound email service which will be bound to an email domain to be provided later. Email service must meet the following minimum requirements:

**3.1.1.14.1** Can transmit emails from any Agency server in the environment to recipients on the public Internet.

**3.1.1.14.2** Can use an Agency provided domain name.

**3.1.1.14.3** Implements/conforms to Sender Policy Framework (SPF).

**3.1.1.14.4** Implements/conforms to domain keys identified mail (DKIM).

**3.1.1.14.5** Implements/conforms to Domain-based Message Authentication, Reporting, and Conformance (DMARC).

**3.1.1.15 Bastion Host:** The system requires a Bastion Host which will reside in its own secured VLAN and which will allow access to the internal servers via an encrypted SSH or other similar mechanism. The minimum requirements are as follows:

**3.1.1.15.1** Provide encrypted tunneling for secure RDP and SSH portal to access virtual machines.

**3.1.1.15.2** Use SSH keys to create a public/private key pair mechanism and secure external access to the Bastion Host.

**3.1.1.16 Network Bandwidth:** Vendor must include Internet bandwidth for the system with the following minimum requirements.

**3.1.1.16.1 Inbound:** 10 Terabytes of inbound bandwidth from the public Internet.

**3.1.1.16.2 Outbound:** 10 Terabytes of outbound bandwidth to the public internet.

**3.1.1.17 Backup Service:** Vendor will provide data backup services for the system with the following requirements.

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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**3.1.1.17.1 Virtual Machine Backup:** Vendor must backup all virtual machines and associated data storage with the following requirements.

**3.1.1.17.1.1** Ability to backup entire virtual machines with a preference for application consistent backups.

**3.1.1.17.1.2** Ability to perform/schedule backups as needed.

**3.1.1.17.1.3** Ability to restore backups as needed.

**3.1.1.17.1.4** Ability to control backup ageing and retention to a minimum of 60 days.

**3.1.1.17.1.5** SQL Server will be included with other virtual machine backups.

**3.1.1.18 Oracle Database Server Backup:** The database must be backed on a regular basis and Vendor database administrators must be able to manage these backups and perform/schedule them at several levels. These requirements include the following:

**3.1.1.18.1** Ability to perform/schedule hourly transaction log backups.

**3.1.1.18.2** Ability to perform/schedule daily differential backups.

**3.1.1.18.3** Ability to perform/schedule weekly full backups.

**3.1.1.18.4** Ability to restore backups as needed.

**3.1.1.18.5** Ability to control backup ageing and retention to a minimum of 60 days.

**3.1.1.19 Full Site Backup:** Vendor must provide for a full site backup that includes all servers and data that can be managed by Vendor.

**3.1.2 Testing System:** The system requires a second, mostly identical system to be used for test and staging purposes. As the project progresses, this environment may be (a) transitioned into a reduced testing environment, (b) kept as a full-sized replica environment, or (c) used as a disaster recovery target for the production environment. Vendor must provide an

REQUEST FOR QUOTATION  
**WV State Tax Department Assessment System Cloud Hosting**

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IaaS, PaaS, SaaS, or hybrid solution – including any required licenses, maintenance, and support for the term of the contract – as follows:

**3.1.2.1 Application Servers:** 7 virtual machines with the following minimum specifications:

- 3.1.2.1.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.2.1.2** Minimum of 32 Gigabytes of RAM.
- 3.1.2.1.3** Minimum of 146 Gigabytes of SSD RAID 1 storage or better.
- 3.1.2.1.4** Microsoft Windows Server 2019 operating system

**3.1.1.1 Report Servers:** 2 virtual machines with the following minimum specifications:

- 3.1.1.1.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.1.2** Minimum of 32 Gigabytes of RAM.
- 3.1.1.1.3** Minimum of 600 Gigabytes of SSD RAID 1 Storage or better.
- 3.1.1.1.4** Microsoft Windows Server 2019 operating system.

**3.1.1.2 Workflow Database Server:** 1 virtual machine with the following minimum specifications:

- 3.1.1.2.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.2.2** Minimum of 32 Gigabytes of RAM.
- 3.1.1.2.3** Minimum of 600 Gigabytes of SSD RAID 1 Storage or better.
- 3.1.1.2.4** Microsoft Windows Server 2019 operating system.
- 3.1.1.2.5** Microsoft SQL Server 2019 Standard Edition (Test Licensed).

**3.1.1.3 Oracle Database Servers:** Cluster of 2 Hosted Oracle servers in an active-active pair (Real Application Cluster) with the following minimum specification:

- 3.1.1.3.1** Minimum of 20 CPU Cores of Intel/AMD x64 processor on each cluster node. Minimum clock speed of 2.5 GHz.



REQUEST FOR QUOTATION  
**WV State Tax Department Assessment System Cloud Hosting**

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- 3.1.1.3.2** Minimum of 256 Gigabytes of RAM on each cluster node.
- 3.1.1.3.3** Minimum of 146 Gigabytes of SSD RAID 1 Storage on each cluster node for boot, operating system, and software installation.
- 3.1.1.3.4** Minimum of 5 Terabytes of SSD RAID 10 Storage or better shared between the cluster nodes for database storage.
- 3.1.1.3.5** Oracle Linux version 8 operating system.
- 3.1.1.3.6** Oracle 19c Enterprise Edition with the following minimum set of features enabled:
  - 3.1.1.3.6.1** Advanced Security.
  - 3.1.1.3.6.2** Partitioning.
  - 3.1.1.3.6.3** Transparent Data Encryption.
  - 3.1.1.3.6.4** Real Application Cluster.

**3.1.1.4 Working Server:** One virtual machine with the following minimum specifications:

- 3.1.1.4.1** Minimum of 4 CPU Cores of Intel/AMD x64 processor.
- 3.1.1.4.2** Minimum of 32 Gigabytes of RAM.
- 3.1.1.4.3** Minimum of 2 Terabytes of storage (note that this storage does not require SSD or RAID, but neither is it precluded).
- 3.1.1.4.4** Oracle Linux 8 operating system.

**3.1.1.5 Geographic Information System (GIS) Servers:** The project requires an ArcGIS installation including a database server that hosts ArcGIS Server, an application server, and associated software. The minimum requirements are as follows:

- 3.1.1.5.1 Oracle Database Server:** Cluster of 2 hosted Oracle servers in an active-active pair (Real Application Cluster) with the following minimum specifications:
  - 3.1.1.5.1.1** Minimum of 4 CPU Cores of Intel/AMD x64 processor on each cluster node. Minimum clock speed of 2.5GHz.
  - 3.1.1.5.1.2** Minimum of 128 Gigabytes of RAM.

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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**3.1.1.5.1.3** Minimum of 2 Terabytes of SSD Raid 1 Storage for data drive.

**3.1.1.5.1.4** Oracle 19c Enterprise Edition with the following minimum set of features enabled:

**3.1.1.5.1.4.1** Advanced Security.

**3.1.1.5.1.4.2** Partitioning.

**3.1.1.5.1.4.3** Transparent Data Encryption.

**3.1.1.5.1.4.4** Real Application Cluster

**3.1.1.6 Geographic Information System (GIS) Application Server:** One (1) virtual machine with the following minimum specifications.

**3.1.1.6.1** Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz/

**3.1.1.6.2** Minimum of 128 Gigabytes of RAM.

**3.1.1.6.3** Minimum of 146 Gigabytes of SSD RAID 1 Storage for boot drive.

**3.1.1.6.4** Minimum of 3 Terabytes of SSD RAID 1 storage for imagery data.

**3.1.1.6.5** Microsoft Windows Server 2019 Standard Edition

**3.1.1.7 ArcGIS Server Software:** Must be included for servers listed in specifications 3.1.2.6.

**3.1.1.7.1** Version 10.8 or latest release.

**3.1.1.7.2** ArcGIS Enterprise Advanced for 4 CPU cores.

**3.1.1.7.3** ArcGIS Image server for 4 CPU cores.

**3.1.1.7.4** Must be licensed for Testing.

**3.1.1.8 Active Directory:** This system requires Microsoft Active Directory which will allow the agency to create an Active Directory Domain and associated users, groups, group policies, and machine accounts. This domain must be separate from any others and must exclusively contain entities created for/by the Agency. The minimum requirements are as follows:

**3.1.1.8.1 Two Domain Controllers:** Provide 2 virtual machines with the following minimum configuration.

**3.1.1.8.1.1** Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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**3.1.1.8.1.2** 32 gigabytes of RAM.

**3.1.1.8.1.3** 146 gigabytes of SSD RAID 1 storage.

**3.1.1.8.1.4** Windows Server 2019 operating system.

**3.1.1.9 General Networking:** Vendor must provide network connections for the servers listed above with the following minimum requirements:

**3.1.1.9.1** Internal network traffic between servers must be isolated from other vendor customers.

**3.1.1.9.2** Vendor must create multiple VLANs for servers to further isolate traffic between application layers.

**3.1.1.9.3** Ability for VLANs to be Demilitarized Zones (DMZ) that isolate traffic between public networks and internal VLANs.

**3.1.1.9.4** Five public IP addresses to be used for the following:

**3.1.1.9.4.1** Public IP for system user interface to system.

**3.1.1.9.4.2** Public IP for public access to system.

**3.1.1.9.4.3** Public IP for VPN service (see below).

**3.1.1.9.4.4** Public IP for Bastion service (see below).

**3.1.1.9.4.5** Public IP for the GIS Application server.

**3.1.1.10 Firewall Service:** Vendor must provide a firewall service with the following minimum requirements:

**3.1.1.10.1** Provide high availability with a minimum of 99.5% uptime.

**3.1.1.10.2** Protect multiple VLANs as noted above in General Networking.

**3.1.1.10.3** Incorporate threat intelligence to filter out known malicious IP addresses and Internet domains.

**3.1.1.10.4** Allow the State to create custom filtering rules for TCP/IP and UDP/IP traffic.

**3.1.1.10.5** Provide application traffic filtering both inbound and outbound.

**3.1.2.1.5** Log threats and firewall related events to allow Agency staff to review those events. Threat events should be forwarded to agency designees in real time.

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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- 3.1.1.11 Load Balancer Service:** Vendor must provide a load balancer service with the following minimum requirements:
- 3.1.1.11.1** Provide high availability with a minimum of 99.5% uptime.
  - 3.1.1.11.2** Support for both internal (server to server) and external (Internet to server) load balancing scenarios.
  - 3.1.1.11.3** Probe load balanced systems to detect impaired/degraded health.
  - 3.1.1.11.4** Direct traffic around impaired/degraded systems.
  - 3.1.1.11.5** Log events to allow Agency staff to review those events.
- 3.1.1.12 Virtual Private Network Service:** Vendor must provide a virtual private network gateway with the following minimum requirements:
- 3.1.1.12.1** Provide high availability with a minimum of 99.5% uptime.
  - 3.1.1.12.2** Support for encrypted point-to-site tunnels from Agency computers to cloud hosted VLANs across the public Internet.
  - 3.1.1.12.3** Support for encrypted site-to-site tunnels from Agency facilities to cloud host VLANs across the public Internet.
  - 3.1.1.12.4** Support for multi-factor authentication for VPN users.
- 3.1.1.13 Outbound Email Service:** The system requires an outbound email service which will be bound to an email domain to be provided later. Email service must meet the following minimum requirements:
- 3.1.1.13.1** Can transmit emails from any Agency server in the environment to recipients on the public Internet.
  - 3.1.1.13.2** Can use an Agency provided domain name.
  - 3.1.1.13.3** Implements/conforms to Sender Policy Framework (SPF).
  - 3.1.1.13.4** Implements/conforms to domain keys identified mail (DKIM).

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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**3.1.1.13.5** Implements/conforms to Domain-based Message Authentication, Reporting, and Conformance (DMARC).

**3.1.1.14 Bastion Host:** The system requires a Bastion Host which will reside in its own secured VLAN and which will allow access to the internal servers via an encrypted SSH or other similar mechanism. The minimum requirements are as follows:

**3.1.1.14.1** Provide encrypted tunneling for secure RDP and SSH portal to access virtual machines.

**3.1.1.14.2** Use SSH keys to create a public/private key pair mechanism and secure external access to the Bastion Host.

**3.1.1.15 Network Bandwidth:** Vendor must include Internet bandwidth for the system with the following minimum requirements:

**3.1.1.15.1 Inbound:** 10 Terabytes of inbound bandwidth from the public Internet.

**3.1.1.15.2 Outbound:** 10 Terabytes of outbound bandwidth to the public Internet.

**3.1.2 Backup Service:** Vendor will provide data backup services for the system with the following minimum requirements:

**3.1.2.1 Virtual Machine Backup:** Vendor must backup all virtual machines and associated data storage with the following requirements:

**3.1.2.1.1** Ability to backup entire virtual machines with a preference for application consistent backups.

**3.1.2.1.2** Ability to perform/schedule backups as needed.

**3.1.2.1.3** Ability to restore backups as needed.

**3.1.2.1.4** Ability to control backup ageing and retention to a minimum of 60 days.

**3.1.2.1.5** SQL Server will be included with other virtual machine backups.

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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**3.1.2.2 Oracle Database Server Backup:** The database must be backed up on a regular basis and Vendor must manage these backups and perform/schedule them at several levels. The requirements including the following:

- 3.1.2.2.1** Ability to perform/schedule hourly transaction log backups.
- 3.1.2.2.2** Ability to perform/schedule daily differential backups.
- 3.1.2.2.3** Ability to perform/schedule weekly full backups.
- 3.1.2.2.4** Ability to restore backups as needed.
- 3.1.2.2.5** Ability to control backup ageing and retention to a minimum of 60 days.

**3.1.2.3 Full Site Backup:** Vendor must provide and manage a full site backup that includes all servers and data

**3.1.2.4 Legacy Disaster Recovery System:** Part of this project is to protect legacy information assets for the current system while the Production and Testing Systems listed above are implemented and stabilized. The current system is an Oracle 12c Enterprise Edition version 12.1 database server. Note that this is a disaster recovery for the current on-premise system and **not** for the two systems listed in sections above. This solution should be housed in the same facility / fault-zone as the Testing system, above, to reduce service duplication. The Vendor must provide an IaaS, PaaS, SaaS, or hybrid solution meeting the requirements for this subproject are as follows:

**3.1.2.4.1** Oracle 12c Enterprise Edition version 12.1 hosted database server with minimum requirements:

- 3.1.2.4.1.1** Eight (8) cores of fully licensed Oracle Database Server Enterprise Edition 12c version 12.1 or Equal. Note that the legacy system will not work with newer versions of the Oracle Database Server.
- 3.1.2.4.1.2** Four (4) terabytes of storage for database objects including tablespaces, indexes, transaction logs, etc. This is sufficient space to

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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contain the existing legacy database and does not include any storage that may be required for other requirements such as replication or backups.

**3.1.2.4.2** Vendor will work with the State in setting up, configuring, and testing Oracle Data Guard from the current legacy on-premise system to the DR. The current system has not been configured for Data Guard and any required software or tools above the Oracle 12c Enterprise Edition version 12.1 currently running on the legacy system will need to be part of this bid.

**3.1.2.4.3** This system will be housed with the Testing System and will share services listed in the Testing System above including Bastion Host, Email, Firewall, and VPN.

**3.1.2.5 Geographic Zone:** This system will service users in or near West Virginia and the agency goal is to limit the latency experienced by users as much as possible. Vendor must provide documentation demonstrating that the Production and Testing systems will be housed in data centers east of the Mississippi River in the continental United States.

**3.1.2.6 Fault Tolerance and Resilience:** The goal of the agency is to build a fault tolerant and resilient system. As such, the Agency prefers that the production and testing systems be housed in different availability zones, however, the vendor must, at a minimum, house the two systems in separate fault domains.

## **3.2 General Requirements for All Systems and Components**

**3.2.1 FedRAMP Authorized Facility:** All components, services, and data must be hosted in a FedRAMP authorized facility with High Baseline Controls. The State will independently verify a Vendor's FedRAMP authorization at the following address: <https://marketplace.fedramp.gov>

**3.2.2 Encrypted at Rest:** All virtual machines, associated storage, and data will be stored in an encrypted at rest manner such that any theft or

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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accidental loss of storage media will not compromise the security of the system. Vendor must use FIPS-200 encryption.

**3.2.3 Service Level Agreement:** Vendor will have service level guarantees for all components and services of the system that include at a minimum:

**3.2.3.1** Uptime of 99.5% of the time calculated on a per month basis.

**3.2.3.2** An escalation matrix with response times based on severity of issues with:

**3.2.3.2.1 Critical issue response of less than 1 hour:** Those issues which prevent work from continuing and/or require immediate attention.

**3.2.3.2.2 Moderate issue response of less than 4 hours:** Those issues which degrade or impair service but allow work to continue.

**3.2.3.2.3 Minor issue response of less than 8 hours:** Those issues with minimal effect of business operation

**3.2.3.3** 24 hours per day / 7 days per week access to support by phone or email.

**3.2.3.4** Must provide service credits for breaching service level targets or for any downtime the State experiences due to the Vendor's issue.

**3.3 Professional Services:** Vendor will perform professional services in both the Production and Testing environments as follows:

**3.3.1 Windows Operating System:** Vendor will provision all virtual machines and any subsequent scalability and/or modifications noted as running Microsoft Windows Server 2019 including:

**3.3.1.1** Create the virtual machine.

**3.3.1.2** Install the operating system

**3.3.1.3** Patch the operating system to the current level.

**3.3.1.4** Install antivirus software.

**3.3.1.5** Provide on-going support, updates, and maintenance as required

**3.3.2 SQL Server:** Vendor will provision all SQL Server 2019 systems and any subsequent scalability and/or modifications noted above including:

**3.3.2.1** Provisioning the Windows virtual machine hosting the database software.

**3.3.2.2** Installing the SQL Server 2019 software.



REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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**3.3.2.3** Patching SQL Server to the current patch level.

**3.3.2.4** Vendor will create the required databases after the install.

**3.3.2.5** Provide on-going support, updates, and maintenance as required

**3.3.2.6 Oracle Linux Operating System:** Vendor will provision all virtual machines and any subsequent scalability and/or modifications noted as running Oracle Linux 8 including:

**3.3.2.6.1** Create the virtual machine.

**3.3.2.6.2** Install the operating system.

**3.3.2.6.3** Patch the operating system to the current level.

**3.3.2.6.4** Provide on-going support, updates, and maintenance as required

**3.3.2.7 Oracle Database Server:** Vendor will provision all Oracle 19c Enterprise Edition systems and any subsequent scalability and/or modifications as follows:

**3.3.2.7.1** Provision the Oracle Linux virtual machine hosting the database software.

**3.3.2.7.2** Install the Oracle 19c Enterprise Edition software.

**3.3.2.7.3** Install/create the Oracle Real Application Clusters.

**3.3.2.7.4** Patch the database software to the current patch level.

**3.3.2.7.5** Provide on-going support, updates, and maintenance as required

**3.3.2.8 ArcGIS Servers:** Vendor will provision ArcGIS Enterprise and any subsequent scalability and/or modifications as follows:

**3.3.2.8.1** Provision the virtual machines designated for ArcGIS Enterprise

**3.3.2.8.2** Install ArcGIS data components on the Database.

**3.3.2.8.3** Install other ArcGIS components on the Application Server.

**3.3.2.8.4** Provide on-going support, updates, and maintenance as required

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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**3.3.2.9 Active Directory:** Vendor will provision the Active Directory and any subsequent scalability and/or modifications as follows:

**3.3.2.9.1** Create the domain.

**3.3.2.9.2** Join Windows Server 2019 machines to the domain.

**3.3.2.9.3** Provide on-going support, updates, and maintenance as required

**3.3.2.10 General Networking:** Vendor will perform and maintain network setup as follows:

**3.3.2.10.1** Create initial VLANs including a DMZ with initial routing and access control lists per Agency needs.

**3.3.2.10.2** Provision virtual machines on VLANs.

**3.3.2.10.3** Establish network address translations between public IP addresses and DMZ hosts.

**3.3.2.10.4** Provide on-going support, updates, and maintenance as required

**3.3.2.11 Firewall Service:** Vendor will perform initial firewall setup as follows:

**3.3.2.11.1** Setup firewall with threat intelligence and malicious IP/domain filtering.

**3.3.2.11.2** Setup event logging.

**3.3.2.11.3** Create initial filtering rules based on Agency needs.

**3.3.2.11.4** Provide on-going support, updates, and maintenance as required

**3.3.2.12 Load Balancing Service:** Vendor will perform initial load balancer setup as follows:

**3.3.2.12.1** Setup initial load balancing for externally facing presentation servers.

**3.3.2.12.2** Setup initial load balancing for internal server-to-server connections.

**3.3.2.12.3** Setup health probes for initial scenarios.

**3.3.2.12.4** Setup event logging.

**3.3.2.12.5** Provide on-going support, updates, and maintenance as required

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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**3.3.2.13 Backup Service:** Vendor will perform initial configuration of the backup services for all systems listed above including:

**3.3.2.13.1** Setup any backup software or agents required for performing backups.

**3.3.2.13.2** Create an initial schedule for automatic backups per the State's needs.

**3.3.2.13.3** Provide on-going support, updates, and maintenance as required

**3.4 Security:** Vendors must agree to terms and conditions provided in State of West Virginia Software as a Service Cloud Addendum, attached to this solicitation.

**3.5 Scalability:** The Agency requires a scalable solution that will accommodate any increased growth in storage and/or compute power.

**3.5.1** The Agency must have the ability to acquire additional storage to support the above solutions per fifty (50) Gigabytes unit.

**3.5.2** The Agency must have the ability to acquire additional computer to support the above solutions per one (1) CPU unit.

**3.5.3** The Agency must have the ability to acquire additional RAM to support the above solutions per one (1) Gigabyte unit.

**3.6 Licenses:** The Agency will not bring any licenses from current systems to this project. Any software or licenses required will need to be provided by the vendor for this project as part of its bid.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing a monthly cost for the infrastructure, a unit cost for scalability, and an hourly rate for professional services. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Jessica.S.Chambers@wv.gov](mailto:Jessica.S.Chambers@wv.gov)

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within fifteen (15) working days after orders are received. Vendor shall deliver emergency orders within ten (10) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard

REQUEST FOR QUOTATION  
WV State Tax Department Assessment System Cloud Hosting

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order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

## **7 VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

**REQUEST FOR QUOTATION**  
**WV State Tax Department Assessment System Cloud Hosting**

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**7.2 The following remedies shall be available to Agency upon default.**

**7.2.1 Immediate cancellation of the Contract.**

**7.2.2 Immediate cancellation of one or more release orders issued under this Contract.**

**7.2.3 Any other remedies available in law or equity.**

**8 MISCELLANEOUS:**

**8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Michael Tenreiro  
**Telephone Number:** 631-413-4924  
**Fax Number:** 855-815-7474  
**Email Address:** mtenreiro@tharseoit.com

Header #3

General Information

Contact  Discount  Clarification Request

Procurement Folder: 840904

Procurement Type: Central Master Agreement

Vendor ID: VS0000020347

Legal Name: CAPITAL CONSULTING LLC

Alias/DBA:

Response Date: 05/27/2021

Response Time: 12:09

Responded By User ID: TharseoIT1

First Name: Michael

Last Name: Tenreiro

Email: MTenreiro@TharseoIT.com

Phone: 6314134924

SO Doc Code: CRFQ

SO Dept: 0210

SO Doc ID: ISC2100000018

Published Date: 5/11/21

Close Date: 5/27/21

Close Time: 13:30

Status: Closed

Solicitation Description: Tax Infrastructure RFQ (OT21093)

Total of Header Attachments: 3

Total of All Attachments: 3

## Software as a Service Addendum

### 1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.



Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**2. Data Ownership:** The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

**3. Data Protection and Privacy:** Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

**4. Security Incident or Data Breach Notification:** The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

**5. Breach Responsibilities:** This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

**6. Notification of Legal Requests:** The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

**7. Termination and Suspension of Service:**

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
  - 10 days after the effective date of termination, if the termination is in accordance with the contract period
  - 30 days after the effective date of termination, if the termination is for convenience
  - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

**8. Background Checks:** The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

**9. Oversight of Authorized Persons:** During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

**10. Access to Security Logs and Reports:** The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

**11. Data Protection Self-Assessment:** The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**12. Data Center Audit:** The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**13. Change Control and Advance Notice:** The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

**14. Security:**

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; 3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

**15. Non-disclosure and Separation of Duties:** The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

**16. Import and Export of Data:** The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

**17. Responsibilities:** The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

**18. Subcontractor Compliance:** The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

**19. Right to Remove Individuals:** The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

**20. Business Continuity and Disaster Recovery:** The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

**21. Compliance with Accessibility Standards:** The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**22. Web Services:** The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

**23. Encryption of Data at Rest:** The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

**24. Subscription Terms:** Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

**25. Equitable Relief:** Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.



**AGREED:**

**Name of Agency:** WV Office of Technology

**Signature:** 

**Title:** Chief Information Officer

**Date:** September 15, 2021

**Name of Vendor:** Capital Consulting LLC D/B/A Tharseo IT

**Signature:** 

**Title:** CEO

**Date:** 04/29/2021

## Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: Capital Consulting LLC D/B/A Tharseo IT

Name of Agency: West Virginia Office of Technology

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?  
Yes ☒  
No ☐
2. If yes to #1, does the restricted information include personal data?  
Yes ☒  
No ☐
3. If yes to #1, does the restricted information include non-public data?  
Yes ☒  
No ☐
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?  
Yes ☐  
No ☒
5. Provide name and email address for the Department privacy officer:  
Name: Jennelle Jones  
Email address: Jennelle.H.Jones@wv.gov

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:  
Name: Eric Wimer  
Email address: ewimer@tharseoit.com  
Phone Number: 703-930-9509



ALLAN L. MCVEY  
CABINET SECRETARY

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION

2019 WASHINGTON STREET, EAST  
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS  
DIRECTOR

Name: Mr. Michael Tenreiro

Date: August 18, 2021

Address: Capital Consulting, LLC  
1231B Good Hope Road, Suite 1500  
Washington, DC 20020

Buyer: Jessica Chambers  
Phone: (304) 558-0246  
Fax: (304) 558-3970  
Requisition Number: CRFQ ISC2100000018  
Tax Infrastructure RFQ

Dear Mr. Tenreiro:

In reviewing the response that your firm provided to solicitation number CRFQ ISC2100000018, the State noted that you signed the State's SaaS Addendum. After reviewing the applicable Oracle terms, however, there are certain terms that conflict.

1. In accordance with 3.1.2.5. of the specifications "The vendor is obligated to process data in the continental United States, east of the Mississippi River." Can you confirm on behalf of your company that Oracle, the cloud service provider, will abide by this requirement?

☒ Yes      ☐ No

2. The SaaS Addendum defines "personal data" for purposes of this contract as data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI). Oracle's definition contained in CRFQ ISC2100000018 does not match this definition. Can you confirm on behalf of your company that Oracle, the cloud service provider, will utilize the SaaS Addendum definition?

☒ Yes      ☐ No

3. The Oracle documents contain multiple weblinks. Can your firm confirm that only the documents specifically identified provided to the State in paper form will apply to the contract?

☒ Yes      ☐ No

4. Does your firm understand that any contract issued to it will be subject to W. Va. Code 5A-3-62, which automatically voids certain contract clauses that violate state law?

X Yes         No

Signature: Michael Tenreiro  
Michael Tenreiro (Aug 20, 2021 10:49 EDT)

This information is necessary to fully evaluate your firms' submitted bid response. Please return to my attention before **12:00 PM (ET) on August 20, 2021** Failure to do so may result in the disqualification of your bid.

Sincerely,

*Jessica Chambers*

Jessica S. Chambers  
Senior Buyer  
West Virginia Purchasing Division




# CRFQ ISC2100000018/Tax Infrastructure RFQ/ Request for Clarification (Time Sensitive)

Final Audit Report

2021-08-20

Created:	2021-08-18
By:	Jessica Chambers (jessica.s.chambers@wv.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGXAZkO3nNyHYKZ9F4DpNWFdJPtVbePW0

## "CRFQ ISC2100000018/Tax Infrastructure RFQ/Request for Clarification (Time Sensitive)" History

-  Document created by Jessica Chambers (jessica.s.chambers@wv.gov)  
2021-08-18 - 5:34:14 PM GMT- IP address: 129.71.207.124
-  Document emailed to Michael Tenreiro (mtenreiro@tharseoit.com) for signature  
2021-08-18 - 5:35:07 PM GMT
-  Email viewed by Michael Tenreiro (mtenreiro@tharseoit.com)  
2021-08-18 - 5:51:13 PM GMT- IP address: 76.26.200.191
-  Document e-signed by Michael Tenreiro (mtenreiro@tharseoit.com)  
Signature Date: 2021-08-20 - 2:49:00 PM GMT - Time Source: server- IP address: 76.26.200.191
-  Agreement completed.  
2021-08-20 - 2:49:00 PM GMT



## PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

### 1. USE OF THE SERVICES

1.1 We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

### 2. FEES AND PAYMENT

2.1 All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. If You are a tax exempt entity, You must provide the applicable tax certificate of exemption with Your order. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3 You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://www.oracle.com/us/corporate/contracts/invoicing-standards-policy-1863799.pdf>.

### **3. OWNERSHIP RIGHTS AND RESTRICTIONS**

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.

### **4. NONDISCLOSURE**

4.1 By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. We will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

### **5. PROTECTION OF YOUR CONTENT**

5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>.

5.2 To the extent Your Content includes Personal Data (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as that term is defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3 Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.

5.4 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

## **6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

6.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **7. LIMITATION OF LIABILITY**

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF



REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

## **8. INDEMNIFICATION**

8.1 If a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or us depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider" which may refer to You or us depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4 This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

## **9. TERM AND TERMINATION**

9.1 Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. This Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2 Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3 We may suspend Your or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or

applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your obligation to make payments under this Agreement.

9.4 If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order(s) plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, we will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

## **10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES**

10.1 The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. We disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

## **11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE**

11.1 We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.

11.3 We may provide You with the ability to obtain certain Oracle Software (as defined below) for use with the Services. If we provide Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Agreement and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by this Agreement.

## **12. EXPORT**

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

## **13. FORCE MAJEURE**

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, the affected order(s) will be terminated for convenience unless the parties otherwise agree in writing. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

#### **14. UCITA**

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

#### **15. NOTICE**

15.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

15.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

#### **16. ASSIGNMENT**

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

#### **17. OTHER**

17.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

17.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

17.3 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

17.5 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

17.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your use of the Cloud Services to ensure Your use of the Cloud Services is in compliance with the terms of the applicable order and this Agreement. Any such audit shall not unreasonably interfere with Your normal business operations. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of this Agreement or the applicable order(s).

You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information reasonably requested by Oracle.

The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of section 4 (Nondisclosure) of this Agreement.

Any usage in excess of Your rights under the applicable order(s) shall be considered a change to the scope of services of the applicable order(s) and You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

## 18. ENTIRE AGREEMENT

18.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

18.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

## 19. AGREEMENT DEFINITIONS

19.1 **"Oracle Software"** means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

19.2 **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

19.3 **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

19.4 **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

19.5 **"Users"** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

19.6 **"Your Content"** means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by

You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

**20. CLOUD SERVICES AGREEMENT EFFECTIVE DATE**

The Effective Date of this Agreement is \_\_\_\_\_. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

**Customer Name:** West Virginia State Tax Department

**Oracle America, Inc.**

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Agreement No.: US-CSA-CPQ-1749018



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

**State of West Virginia  
Solicitation Response**

**Proc Folder:** 840904  
**Solicitation Description:** Tax Infrastructure RFQ (OT21093)  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-05-27 13:30	SR 0210 ESR05172100000007649	1

**VENDOR**

VS0000020347  
CAPITAL CONSULTING LLC

**Solicitation Number:** CRFQ 0210 ISC2100000018

**Response Date:** 2021-05-27

**Response Time:** 12:09:41

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
(304) 558-0246  
jessica.s.chambers@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

All offers subject to all terms and conditions contained in this solicitation



Line	Comm Ln Desc	Unit Issue	Unit Price
1	3.1.1 Production Environment	MO	35983.980000

Comm Code	Manufacturer	Specification	Model #
71151106			

**Commodity Line Comments:** Total cost for the Production Environment. This includes a discount of 25%.

**Extended Description:**

3.1.1 Production Environment

Line	Comm Ln Desc	Unit Issue	Unit Price
2	3.1.2 Testing Environment	MO	37303.970000

Comm Code	Manufacturer	Specification	Model #
71151106			

**Commodity Line Comments:** Total cost for the Testing/DR Environment. This includes a discount of 25%.

**Extended Description:**

3.1.2 Testing Environment

Line	Comm Ln Desc	Unit Issue	Unit Price
3	3.1.3 Backup Environment	MO	0.000000

Comm Code	Manufacturer	Specification	Model #
71151106			

**Commodity Line Comments:** The backup costs are included as part of the Testing and Production Cloud Environment(s). Our solution and pricing for the Production and Testing Cloud Environments includes a full-site backup of everything required to restore the site including critical machines, configuration data, application data, and database backups.

**Extended Description:**

3.1.3 Backup Environment

Line	Comm Ln Desc	Unit Issue	Unit Price
4	3.3 Professional Services	HOUR	135.000000

Comm Code	Manufacturer	Specification	Model #
71151106			

**Commodity Line Comments:** Please see comment in 'Detailed Pricing' sheet for '3.3 Professional Services'.

**Extended Description:**

3.3 Professional Services

Line	Comm Ln Desc	Unit Issue	Unit Price
5	3.5.1 Scalability per 50GB	EA	11.475000

Comm Code	Manufacturer	Specification	Model #
71151106			

**Commodity Line Comments:** The cost to scale Object Storage or Block Storage is included in this cost. This includes a discount of 25%

**Extended Description:**

3.5.1 Scalability per 50GB

Line	Comm Ln Desc	Unit Issue	Unit Price
6	3.5.2 Scalability per 1 CPU	EA	167.400000

Comm Code	Manufacturer	Specification	Model #
71151106			

**Commodity Line Comments:** The cost to scale 1 CPU of OCI Compute using the VM Standard E4 Flex image shape running 24x7x365 - with the FAM Model Pricing, this is the ceiling. This includes a discount of 25%.

**Extended Description:**

3.5.2 Scalability per 1 CPU

Line	Comm Ln Desc	Unit Issue	Unit Price
7	3.5.3 Scalability per 1GB	EA	10.040000

Comm Code	Manufacturer	Specification	Model #
71151106			

**Commodity Line Comments:** The cost to scale 1 GB unit of additional RAM to support the above VM Standard E4 Flex image shape. This includes a discount of 25%.

**Extended Description:**

3.5.3 Scalability per 1GB

Line	Comm Ln Desc	Unit Issue	Unit Price	Comments
1	3.1.1 Production Environment	MO	\$ 35,983.98	Total cost for the Production Environment. This includes a discount of 25%.
2	3.1.2 Testing Environment	MO	\$ 37,303.97	Total cost for the Testing/DR Environment. This includes a discount of 25%.
3	3.1.3 Backup Environment	MO	\$ -	The backup costs are included as part of the Testing and Production Cloud Environment(s). Our solution and pricing for the Production and Testing Cloud Environments includes a full-site backup of everything required to restore the site including virtual machines, configuration data, application data, and database backups.
4	3.3 Professional Services	HOUR	\$ 135.00	Please see comment in 'Detailed Pricing' sheet for '3.3 Professional Services'.
5	3.5.1 Scalability per 50GB	EA	\$ 11.4750	The cost to scale Object Storage or Block Storage is included in this cost. This includes a discount of 25%
6	3.5.2 Scalability per 1 CPU	EA	\$ 167.40	The cost to scale 1 CPU of OCI Compute using the VM Standard E4 Flex image shape running 24x7x365 - with the FAM Model Pricing, this is the ceiling. This includes a discount of 25%.
7	3.5.3 Scalability per 1GB	EA	\$ 10.04	The cost to scale 1 GB unit of additional RAM to support the above VM Standard E4 Flex image shape. This includes a discount of 25%.
<b>Total Price</b>				



APPROVED  
JW/hk  
9/22/21

Harper, Linda B <linda.b.harper@wv.gov>

## Fwd: CRFQ ISC2100000018/Tax Infrastructure RFQ/Request for Documents (Time Sensitive)

1 message

**Chambers, Jessica S** <jessica.s.chambers@wv.gov>  
To: Linda B Harper <linda.b.harper@wv.gov>

Wed, Sep 22, 2021 at 8:47 AM

----- Forwarded message -----

From: **Lore, Andrew C** <andrew.c.lore@wv.gov>  
Date: Tue, Sep 21, 2021 at 4:29 PM  
Subject: Re: CRFQ ISC2100000018/Tax Infrastructure RFQ/Request for Documents (Time Sensitive)  
To: Chambers, Jessica S <jessica.s.chambers@wv.gov>

Jessica,  
To clarify, OT, with BRIM's acknowledgment below, is requesting the Additional Insured requirement for Cyber be waived as a minor irregularity.

On Tue, Sep 21, 2021 at 2:46 PM Lore, Andrew C <andrew.c.lore@wv.gov> wrote:  
If BRIM is agreeable, which it seems they are, then OT is agreeable to proceed.

Andrew Lore

WVOT Procurement Manager/ISMII



On Tue, Sep 21, 2021 at 2:37 PM Chambers, Jessica S <jessica.s.chambers@wv.gov> wrote:  
How do you wish to proceed?

----- Forwarded message -----

From: **Duke, Melody A** <melody.a.duke@wv.gov>  
Date: Tue, Sep 21, 2021 at 1:43 PM  
Subject: Re: CRFQ ISC2100000018/Tax Infrastructure RFQ/Request for Documents (Time Sensitive)  
To: Chambers, Jessica S <jessica.s.chambers@wv.gov>

Jessica, they do not name the state as AI but it is very common that the Cyber carriers cannot provide this,

Melody Duke

Deputy Director and Underwriting Manager

WV Board of Risk and Insurance Management

1124 Smith Street, Suite 4300

Charleston, WV 25301

**CBE# LSD8163092019**

**MOBIS# CW57896**

**ITES# CW63887**

**CIORReview Top 10 Oracle Services Company 2019: Link**

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**From:** "Chambers, Jessica S" <jessica.s.chambers@wv.gov>

**Date:** Monday, September 20, 2021 at 9:01 AM

**To:** Mike Tenreiro <mtenreiro@tharseoit.com>

**Subject:** Re: CRFQ ISC2100000018/Tax Infrastructure RFQ/Request for Documents (Time Sensitive)

Can you provide me an update on this?

On Thu, Sep 16, 2021 at 5:54 PM Mike Tenreiro <mtenreiro@tharseoit.com> wrote:

Hi Jessica,

Just wanted to give you an update.

Regarding the Cyber Liability, we are still waiting for the \$10M policy. We use Hartford and currently have a \$5M policy (attached). Our insurance provider needs to jump through regulatory hoops and said it takes time for the supplementary \$5M. Possibly 3-4 weeks.

Is there a way that we can get started now with our \$5M policy while the additional \$5M is processed?

Additionally, I know you mentioned that the state no longer has a need for the WV – 96. I am assuming that means that WV Tax is comfortable signing the Oracle Cloud Services agreement we sent over last month?

Please confirm or feel free to reach out with any questions.

Thank you very much!

---



**Michael Tenreiro**

**Director of Human Capital and Business Development**

**Tharseo IT**

**(M) 631 413 4924**

**MTenreiro@TharseoIT.com**

**Oracle Gold Partner, CEI**

**ITES | MOBIS | SB | CBE**

**1231B Good Hope Rd. SE**

**Washington, DC 20020**

**CBE# LSD8163092019**

**MOBIS# CW57896**

**ITES# CW63887**

**CIORReview Top 10 Oracle Services Company 2019: Link**

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**From:** "Chambers, Jessica S" <jessica.s.chambers@wv.gov>

**Date:** Thursday, September 9, 2021 at 11:46 AM

**To:** Mike Tenreiro <mtenreiro@tharseoit.com>

**Subject:** Re: CRFQ ISC2100000018/Tax Infrastructure RFQ/Request for Documents (Time Sensitive)

Yes. Thanks for letting me know. Please just get completed as quickly as possible.

Thanks!

On Thu, Sep 9, 2021 at 11:43 AM Mike Tenreiro <mtenreiro@tharseoit.com> wrote:

Good morning Jessica,

**Subject:** CRFQ ISC2100000018/Tax Infrastructure RFQ/Request for Documents (Time Sensitive)

To Whom It May Concern:

This email constitutes an official request for specific documents which are required before a purchase order may be issued. You are the apparent successful bidder on the requisition listed and you will be issued a contract provided all the necessary documents are forwarded to the Purchasing Division and the purchase order is approved by the proper authorities. Do not initiate any work on this contract until you receive an official signed purchase order from the Purchasing Division.

The following items are required in the amounts and/or percentages indicated:

- Liability Insurance Certificate with Proof of Adequate Coverage of **General Commercial Liability Insurance, minimum of \$100,000.00 per occurrence & Cyber Liability Insurance, minimum of \$10,000,000.00 per occurrence;** (State of WV must be listed as **additional insured**) and must be signed by an actual agency. Computer generated company signatures are not acceptable;
- Signed WV-96 (Agreement Addendum): <http://www.state.wv.us/admin/purchase/vrc/wv96.pdf>

All indicated documents must be delivered to my attention to the Purchasing Division, Bldg. 15, 2019 Washington Street East, Charleston, WV 25305 or scanned and emailed to me by: **9/13/2021 at 4:30 PM (ET)** (or sooner if possible). Failure to furnish the requested documents by the specified date may result in disqualification of the bid.

***Jessica S. Chambers***

*Senior Buyer*

West Virginia Department of Administration

Purchasing Division

2019 Washington St. East

Charleston, WV 25305

PH: 304.558.0246

FX: 304.558.3970

Email: [Jessica.S.Chambers@wv.gov](mailto:Jessica.S.Chambers@wv.gov)

--

Andrew Lore

WVOT Procurement Manager/ISMI



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (866) 467-8730 <b>(A/C, No, Ext):</b> <b>FAX</b> (877) 905-2772 <b>(A/C, No):</b> <b>E-MAIL</b> <b>ADDRESS:</b>	
<b>INSURED</b> CAPITAL CONSULTING LLC 1231B GOOD HOPE RD SE WASHINGTON DC 20020-6907		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Co. <b>NAIC#</b> 20443 <b>INSURER B:</b> Hiscox <b>10200</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			652365931	09/01/2021	09/01/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	Cyber Liability			MPL495771421	09/01/2021	09/01/2022	Each Claim Aggregate \$3,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

STATE OF WEST VIRGINIA  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305-2214

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan S. Castaneda*

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THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

September 20, 2021

STATE OF WEST VIRGINIA  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305-2214

#### Account Information:

<b>Policy Holder Details :</b>	CAPITAL CONSULTING LLC
--------------------------------	------------------------



#### Contact Us

Business Service Center

**Business Hours:** Monday - Friday  
(7AM - 7PM Central Standard Time)

**Phone:** (866) 467-8730

**Fax:** (877) 905-2772

**Email:** [nutmegins@thehartford.com](mailto:nutmegins@thehartford.com)

**Website:** [www.thehartford.com](http://www.thehartford.com)

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



Chambers, Jessica S <jessica.s.chambers@wv.gov>

## Fwd: Commercial General Liability Coverage Additional Insured

1 message

**Lore, Andrew C** <andrew.c.lore@wv.gov>

Fri, Sep 24, 2021 at 10:13 AM

To: Jessica S Chambers <Jessica.S.Chambers@wv.gov>

Hi, Jessica,

With BRIM's approval below, the WVOT is requesting the AI requirement be waived as a minor irregularity for CGL coverage, too. Thanks!

Andrew Lore

WVOT Procurement Manager/ISMII



O.K.  
✓  
09/24/21

----- Forwarded message -----

From: **Duke, Melody A** <melody.a.duke@wv.gov>

Date: Fri, Sep 24, 2021 at 10:12 AM

Subject: Re: Commercial General Liability Coverage Additional Insured

To: Lore, Andrew C <andrew.c.lore@wv.gov>

Andrew, it too can be waived, if needed. The biggest concern was that the vendor have valid insurance should a incident arise.

Melody Duke

**Deputy Director and Underwriting Manager**

**WV Board of Risk and Insurance Management**

**1124 Smith Street, Suite 4300**

**Charleston, WV 25301**

**Melody.A.Duke@wv.gov**

**Phone: 304-766-2646 Ext. 20230**

**Direct Dial: 304-352-0230**

**Fax: 304-558-6004**

**Toll Free: 800-345-4669**

On Fri, Sep 24, 2021 at 9:55 AM Lore, Andrew C <andrew.c.lore@wv.gov> wrote:

Hi, Melody,

You exchanged some emails with Purchasing about Cyber Liability insurance for a Tax procurement we've been working on - about how the Vendor was unable to list the State as an Additional Insured for that policy. The Vendor has also not listed the State as an Additional Insured for the CGL coverage. Is this a hard requirement for BRIM, or can it too be waived?

Thanks in advance.

Andrew Lore

WVOT Procurement Manager/ISMII

West Virginia Office of Technology

1900 Kanawha Blvd., E.

Building 5, 10<sup>th</sup> Floor

Charleston, WV 25305

T: 304-352-4944





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/23/2021

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<b>PRODUCER</b> NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (888) 925-3137 (A/C, No, Ext): <b>FAX</b> (888) 443-6112 (A/C, No): <b>E-MAIL</b> <b>ADDRESS:</b>	
<b>INSURED</b> CAPITAL CONSULTING LLC 1231B GOOD HOPE RD SE WASHINGTON DC 20020-6907		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Twin City Fire Insurance Company <b>INSURER B:</b> Sentinel Insurance Company Ltd. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC#</b> 29459 11000	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			76 SBU BB1300	02/07/2021	02/07/2022	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY			76 SBU BB1300	02/07/2021	02/07/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)
	HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			76 SBU BB1300	02/07/2021	02/07/2022	EACH OCCURRENCE \$5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			76 WEG AB1WK9	02/07/2021	02/07/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A	E.L. EACH ACCIDENT \$1,000,000				
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE -EA EMPLOYEE \$1,000,000				
			E.L. DISEASE - POLICY LIMIT \$1,000,000				
A	EMPLOYMENT PRACTICES LIABILITY			76 SBU BB1300	02/07/2021	02/07/2022	Each Claim Limit \$1,000,000 Aggregate Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**STATE OF WEST VIRGINIA  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305-2214**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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Chambers, Jessica S <jessica.s.chambers@wv.gov>

---

## Re: CRFQ ISC2100000018 (Tax Infrastructure RFQ)/Request for Clarification (Time Sensitive)

---

Mike Tenreiro <mtenreiro@tharseoit.com>

Tue, Aug 3, 2021 at 3:56 PM

To: "Chambers, Jessica S" <jessica.s.chambers@wv.gov>

Cc: Jack Rutman <jrutman@tharseoit.com>, Amit Bahadur <abahadur@tharseoit.com>

Hi Jessica,

Please see below and attached.

Please confirm receipt and let me know if you require anything further or have any questions.

Thank you!

1. Vendor must provide Cyber Liability Insurance, Minimum of \$10,000,000.00 per occurrence listing the State of WV as the additional insured. In your submitted bid response you state that you have less than what the state specified. **Please confirm that you are unable to provide the \$10,000,000.00 that was requested.**

\_\_\_\_\_ Yes \_\_\_\_\_ **X** \_\_\_\_\_ No

Tharseo IT is able to provide the \$10,000,000 that is necessary.

**If unable to provide what was specified, please list a reason you cannot provide for our review.**

---

2. Your submitted bid response provides hyperlinks to all terms and conditions and in some of those hyperlinks there are additional links within. The State is unable to determine which terms and conditions apply to this particular purchase. **Please provide me PDF copies of all terms and conditions that the State of WV would have to agree to for review by our General Counsel.**

Please see attached zip folder for all terms and conditions from our vendors (Oracle, ESRI, Fortinet)

This information is necessary to fully evaluate your firms' submitted bid response. Please return to my attention before **4:30 PM (ET) on August 3, 2021** Failure to do so may result in the disqualification of your bid.

---



**Michael Tenreiro**

**Director of Human Capital and Business Development**

**Tharseo IT**

**(M) 631 413 4924**

**MTenreiro@TharseoIT.com**

**Oracle Gold Partner, CEI**

**ITES | MOBIS | SB | CBE**

**1231B Good Hope Rd. SE**

**Washington, DC 20020**

**CBE# LSD8163092019**

**MOBIS# CW57896**

**ITES# CW63887**

**CIORReview Top 10 Oracle Services Company 2019: Link**

---

**From:** "Chambers, Jessica S" <jessica.s.chambers@wv.gov>

**Date:** Friday, July 30, 2021 at 3:05 PM

**To:** Mike Tenreiro <mtenreiro@tharseoit.com>

**Subject:** CRFQ ISC2100000018 (Tax Infrastructure RFQ)/Request for Clarification (Time Sensitive)

Please review this request for clarification and respond accordingly. Please provide the following documentation for review:

1. Vendor must provide Cyber Liability Insurance, Minimum of \$10,000,000.00 per occurrence listing the State of WV as the additional insured. In your submitted bid response you state that you have less than what the state specified. **Please confirm that you are unable to provide the \$10,000,000.00 that was requested.**

---

Yes

---

No

**If unable to provide what was specified, please list a reason you cannot provide for our review.**

---

2. Your submitted bid response provides hyperlinks to all terms and conditions and in some of those hyperlinks there are additional links within. The State is unable to determine which terms and conditions apply to this particular purchase. **Please provide me PDF copies of all terms and conditions that the State of WV would have to agree to for review by our General Counsel.**

This information is necessary to fully evaluate your firms' submitted bid response. Please return to my attention before **4:30 PM (ET) on August 3, 2021** Failure to do so may result in the disqualification of your bid.

--

***Jessica S. Chambers***

*Senior Buyer*

West Virginia Department of Administration

Purchasing Division

2019 Washington St. East

Charleston, WV 25305

PH: 304.558.0246

FX: 304.558.3970

Email: [Jessica.S.Chambers@wv.gov](mailto:Jessica.S.Chambers@wv.gov)





**Vendor Terms WV Tax.zip**

7877K

# Ordering Instructions

## Statewide Contract

### ESRI21

**Ordering Requirements** – An Authorized entity may order or acquire products, product related services, professional services, third-party hardware, or maintenance subject to the terms and conditions of this agreement.

**Special Instructions**- See attached

**Approvals Required**-N/A

**Vendor Contact Information:** Manny Ballesteros, CSR  
Phone: (888)-377-4575, Menu Option 1, Ext. 2240  
Email: [mballesteros@esri.com](mailto:mballesteros@esri.com)

**Copy:** ESRI Customer Service Department  
WV Customer Service Representative  
Phone: (888)-377-4575, Menu Option 5

See the List of Buyer Assignments located at the Purchasing Division website (Agency Resource Center) for the centralized buyer assigned to this contract.

**Type of Delivery Order** – An ADO should be created in wvOasis with the appropriate documentation included or attached.

- Name or identification of Licensee, place of delivery, and the end-user name and contact information.
- Purchase Order Number
- Primary site for maintenance if primary maintenance is not ordered.
- Quantity, description, and unit price.
- On face of the purchase order, the following printed statement: “Subject to Agreement No. 00284407.0 , Master Purchase Agreement No. 325267”.

Email completed order and documentation to [mballesteros@esri.com](mailto:mballesteros@esri.com) and copy [service@esri.com](mailto:service@esri.com)

**POLITICAL SUBDIVISIONS:** Contact vendor to confirm that contract pricing is available.

# **ESRI<sup>21</sup> Geographic Information System Software, Data, Web Services, Documentation, Services and Hardware**

## **Ordering Instructions per Article 7**

1. **Licensee Purchase Orders.** Licensee shall issue purchase orders to ESRI for products, services or hardware based on the pricing specified in this Agreement. Licensee should confirm hardware pricing and model availability with ESRI prior to placement of a purchase order. The terms and conditions of this Agreement shall govern all orders issued by Licensee. Any additional or different terms included with an order are void and of no legal effect even if ESRI processes the order without taking exception to such additional or different terms.
2. **Purchase Order Requirements.** The following information shall 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. Primary site for maintenance if primary maintenance is *not* ordered
  - d. Quantity, description, and unit price
  - e. On the face of the purchase order, print the following statement: "Subject to Agreement No. 00284407.0 (Includes Master Agreement No. 325267)."
3. **Additional Quotes.** Licensee may request a quote for any new or unlisted products, services, or hardware and issue a purchase order under this Agreement.
4. **Authorized Entity.** An Authorized Entity may order or acquire products, product-related services, professional services, third-party hardware, or maintenance subject to the terms and conditions of this Agreement. Authorized Entities will be required to incorporate by reference the terms of this Agreement into any purchase order or other related ordering document. ESRI shall not fill any purchase orders that do not adequately provide the information identified in Section 2.



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

State of West Virginia  
**Master Agreement**

Order Date: 2020-07-24

CORRECT ORDER NUMBER  
MUST APPEAR ON ALL PACKAGES,  
INVOICES, AND SHIPPING PAPERS.  
QUESTIONS CONCERNING THIS  
ORDER SHOULD BE DIRECTED TO  
THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 ESRI21	Procurement Folder: 757721
Document Name: SWC for "ESRI" Software Suite, Support, & Maintenance Svcs	Reason for Modification:
Document Description: Agreement No. 00284407.0 (Includes MPA No. 325267)	Award of Direct Award Posting: CSSD 0212 SWC0000000006
Procurement Type: Statewide MA (Open End)	
Buyer Name: Mark A Atkins	
Telephone: (304) 558-2307	
Email: mark.a.atkins@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2020-08-20
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2022-08-19

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000232331 ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 NEW YORK ST  REDLANDS CA 923734630  US Vendor Contact Phone: (888) 377-4575 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Mark A Atkins Requestor Phone: (304) 558-2307 Requestor Email: mark.a.atkins@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

**AGENCY COPY**

Total Order Amount

Open End

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>Tara Hyle</i> DATE: <i>7/29/2020</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>7/30/2020</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: <i>AUG - 3 2020</i> ELECTRONIC SIGNATURE ON FILE
--	---	--

Date Printed: Jul 24, 2020 Order Number: ESRI21

Page: 1

FORM ID: WV\_PRC\_CMA\_001 8/14

**Extended Description:****DIRECT AWARD STATEWIDE OPEN-END CONTRACT:**

The Vendor, Environmental Systems Research Institute Inc. (ESRI) agrees to enter with the State of West Virginia, into a Statewide "Open-End" Contract to provide software licenses, version upgrades, for State agencies utilizing GIS software, per the Direct Award Documentation including the Vendor's submitted proposal Agreement No. 00284407.0 (includes MPA No. 325267), and the State of West Virginia MPA Price List E418SSM-3Q2020, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43232510			EA	\$0.000000
	Service From	Service To			
Commodity Line Description: ESRI Software with support and training					

**Commodity Line Description:** ESRI Software suite, support, maintenance, and training

**Extended Description:**

See attached MPA Price List E418M-2Q2018v2 for Contract Items and Pricing.

# Agreement No. 00284407.0



This Agreement is entered into by and between the **State of West Virginia** (hereinafter referred to as "State") and **Environmental Systems Research Institute, Inc.** (hereinafter referred to as "Esri").

WHEREAS, Esri and the State entered into Master Purchase Agreement No. 325267 ("MPA") with an effective date of August 20, 2018 and which expires August 19, 2020, a copy of which is attached hereto; and

WHEREAS, the parties desire to enter into a new Agreement on the same terms and conditions as the MPA with a new period of performance and an updated MPA Price List;

NOW THEREFORE, the parties agree as follows:

1. This Agreement includes the MPA in its entirety, subject to the following:

- a. The term of the Agreement begins August 20, 2020 and expires on August 19, 2022, unless terminated earlier in accordance with Article 5 – Termination; Cancellation in the MPA.
- b. The MPA Price List E418-3Q2019, included in the MPA, is removed in its entirety and replaced with the attached MPA Price List E418SSM-3Q2020.

All other terms and conditions of this Agreement, which includes the MPA, shall remain in full force and effect, except as provided above in Section 1. This Agreement, which includes the MPA, is the sole and final agreement of the parties and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. In the event of a conflict between the terms of documents in this Agreement, the documents will have the following precedence: (i) this signature page, and (ii) the MPA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last party to sign below.

ACCEPTED AND AGREED:

STATE OF WEST VIRGINIA  
(State)

By: \_\_\_\_\_

Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(Esri)

By: \_\_\_\_\_

Authorized Signature

Printed Name: Timothy Brazeal

Title: Manager, Commercial & Government Contracts

Date: Jul 1, 2020

**State of West Virginia  
MPA Sole Source Price List  
E418SSM-3Q2020**

<b>Section</b>	<b>Description</b>	<b>Price</b>
<b>ArcGIS Desktop Pricing</b>		
<b>1</b>	<b>ArcGIS Desktop - Concurrent Use - Perpetual License Prices</b>	
	ArcGIS Desktop Advanced Concurrent Use License	\$8,415.00
	ArcGIS Desktop Standard Concurrent Use License	\$5,950.00
<b>1</b>	<b>ArcGIS Desktop - Concurrent Use - Maintenance Prices</b>	
	Primary Maintenance for ArcGIS Desktop Advanced Concurrent Use License	\$3,000.00
	Secondary Maintenance for ArcGIS Desktop Advanced Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS Desktop Standard Concurrent Use License	\$1,500.00
	Secondary Maintenance for ArcGIS Desktop Standard Concurrent Use License	\$1,200.00
	Primary Maintenance for ArcGIS Desktop Basic Concurrent Use License	\$700.00
	Secondary Maintenance for ArcGIS Desktop Basic Concurrent Use License	\$500.00
<b>1</b>	<b>ArcGIS Desktop Core Extensions - Concurrent Use - Maintenance Prices</b>	
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License	\$500.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Image Analyst for Pro Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Image Analyst for Pro Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS LocateXT for Desktop Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS LocateXT for Desktop Concurrent Use License	\$200.00
<b>1</b>	<b>ArcGIS Desktop - Single Use - Perpetual License Prices</b>	
	ArcGIS Desktop Advanced Single Use License	\$8,415.00
	ArcGIS Desktop Standard Single Use License	\$5,950.00

<b>1</b>	<b>ArcGIS Desktop - Single Use - Maintenance Prices</b>	
	Primary Maintenance for ArcGIS Desktop Basic Single Use License (core only)	\$400.00
	Secondary Maintenance for ArcGIS Desktop Basic Single Use License (core only)	\$300.00
	Primary Maintenance for ArcGIS Desktop Basic Single Use License (core plus extensions)	\$1,000.00
	Secondary Maintenance for ArcGIS Desktop Basic Single Use License (core plus extensions)	\$900.00
	Primary Maintenance for ArcGIS Desktop Standard Single Use License (without extensions)	\$1,500.00
	Secondary Maintenance for ArcGIS Desktop Standard Single Use License (without extensions)	\$1,200.00
	Primary Maintenance for ArcGIS Desktop Standard Single Use License (with extensions)	\$2,100.00
	Secondary Maintenance for ArcGIS Desktop Standard Single Use License (with extensions)	\$1,800.00
	Primary Maintenance for ArcGIS Desktop Advanced Single Use License (core only)	\$3,000.00
	Secondary Maintenance for ArcGIS Desktop Advanced Single Use License (core only)	\$1,200.00
<b>1</b>	<b>ArcGIS Desktop Core Extensions - Single Use - Maintenance Prices</b>	
	Primary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$500.00
	Secondary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License	\$200.00
	Primary Maintenance for ArcGIS Image Analyst for Pro Single Use	\$500.00
	Secondary Maintenance for ArcGIS Image Analyst for Pro Single Use License	\$200.00
	Primary Maintenance for ArcGIS LocateXT for Desktop Single Use License	\$500.00
	Secondary Maintenance for ArcGIS LocateXT for Desktop Single Use License	\$200.00
	Primary Maintenance for ArcGIS Desktop All Extensions Bundle Single Use License	\$1,500.00
	Secondary Maintenance for ArcGIS Desktop All Extensions Bundle Single Use License	\$600.00
<b>1</b>	<b>ArcGIS Desktop - Single Use - Term License Prices</b>	
	ArcGIS for Desktop Advanced Single Use Term License	\$3,570.00
	ArcGIS for Desktop Standard Single Use Term License	\$2,550.00
	ArcGIS for Desktop Basic Single Use Term License	\$680.00
<b>1</b>	<b>ArcGIS Desktop Core Extensions - Single Use - Term License Prices</b>	



	ArcGIS 3D Analyst for Desktop Single Use Term License	\$510.00
	ArcGIS Data Interoperability for Desktop Single Use Term License	\$510.00
	ArcGIS Geostatistical Analyst for Desktop Single Use Term License	\$510.00
	ArcGIS Network Analyst for Desktop Single Use Term License	\$510.00
	ArcGIS Publisher for Desktop Single Use Term License	\$510.00
	ArcGIS Schematics for Desktop Single Use Term License	\$510.00
	ArcGIS Spatial Analyst for Desktop Single Use Term License	\$510.00
	ArcGIS Tracking Analyst for Desktop Single Use Term License	\$510.00
	ArcGIS Data Reviewer for Desktop Single Use Term License	\$510.00
	ArcGIS Workflow Manager for Desktop Single Use Term License	\$510.00
	ArcGIS Image Analyst for ArcGIS Pro Single Use Term License	\$510.00
	ArcGIS LocateXT for Desktop Single Use Term License	\$510.00
	ArcGIS Desktop All Extensions Bundle Single Use Term License	\$1,530.00
<b>1</b>	<b>ArcGIS Desktop Upgrades</b>	
<b>1</b>	<b>Upgrades for Term Licenses</b>	
	ArcGIS Desktop Standard Single Use Term Upgrade from ArcGIS Desktop Basic Single Use Term	\$1,870.00
	ArcGIS Desktop Advanced Single Use Term Upgrade from ArcGIS Desktop Basic Single Use Term	\$2,890.00
	ArcGIS Desktop Advanced Single Use Term Upgrade from ArcGIS Desktop Standard Single Use Term	\$1,020.00
<b>1</b>	<b>Upgrade from One ArcGIS Product to Another - Perpetual License Prices</b>	
	ArcGIS for Desktop Basic Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$1,700.00
	ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,675.00
	ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$2,975.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$4,675.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,140.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License	\$7,140.00
	ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$2,975.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,440.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License	\$5,440.00
	ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,465.00
	ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License	\$2,465.00
<b>Specialized ArcGIS Desktop Applications</b>		
<b>2</b>	<b>Esri Roads and Highways - Concurrent Use and Single Use - Perpetual License Prices</b>	
	Esri Roads and Highways for Desktop Concurrent Use License	\$8,500.00
	Esri Roads and Highways for Desktop Single Use License	\$8,500.00
<b>2</b>	<b>Esri Roads and Highways - Maintenance Prices</b>	
	Annual Maintenance for Esri Roads and Highways for Desktop Concurrent Use License	\$2,500.00

	Annual Maintenance for Esri Roads and Highways for Desktop Single Use License	\$2,500.00
<b>2</b>	<b>Esri Roads and Highways - Single Use - Term License Prices</b>	
	Esri Roads and Highways for Desktop Single Use License	\$3,501.00
<b>2</b>	<b>Pipeline Referencing - Single Use - Perpetual License Prices</b>	
	ArcGIS Pipeline Referencing for Desktop Concurrent Use License	\$8,500.00
	ArcGIS Pipeline Referencing for Desktop Single Use License	\$8,500.00
<b>2</b>	<b>Pipeline Referencing - Maintenance Prices</b>	
	ArcGIS Pipeline Referencing for Desktop Maintenance	\$2,500.00
<b>2</b>	<b>Pipeline Referencing - Single Use - Term Prices</b>	
	ArcGIS Pipeline Referencing for Desktop Single Use Term License	\$3,501.00
<b>2</b>	<b>Mapping and Charting Solutions - Concurrent Use - Maintenance Prices</b>	
	Annual Maintenance for Esri Production Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Aviation: Airports Concurrent Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Aviation: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Charting Concurrent Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Concurrent Use License	\$1,250.00
<b>2</b>	<b>Mapping and Charting Solutions - Single Use - Maintenance Prices</b>	
	Annual Maintenance for Esri Production Mapping Single Use License	\$2,500.00
	Annual Maintenance for Esri Defense Mapping Single Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Aviation: Airports Single Use License	\$1,250.00
	Annual Maintenance for ArcGIS for Aviation: Charting Single Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Charting Single Use License	\$2,500.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Single Use License	\$1,250.00
<b>2</b>	<b>Mapping and Charting Solutions Bundles - Concurrent Use - Perpetual License Prices</b>	
	ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$8,925.00
	ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$15,895.00
	ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$13,770.00
	ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$10,625.00
<b>2</b>	<b>Mapping and Charting Solutions Bundles - Single Use - Perpetual License Prices</b>	
	ArcGIS for Aviation: Airports Bundle Single Use License	\$8,925.00
	ArcGIS for Aviation: Charting Bundle Single Use License	\$15,895.00
	ArcGIS for Maritime: Charting Bundle Single Use License	\$13,770.00
	ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$10,625.00
<b>2</b>	<b>Mapping and Charting Solutions Bundles - Concurrent Use - Maintenance Prices</b>	
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Concurrent Use License	\$2,750.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Concurrent Use License	\$6,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Concurrent Use License	\$5,500.00
	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License	\$3,250.00
<b>2</b>	<b>Mapping and Charting Solutions Bundles - Single Use - Maintenance Prices</b>	
	Annual Maintenance for ArcGIS for Aviation: Airports Bundle Single Use License	\$2,750.00
	Annual Maintenance for ArcGIS for Aviation: Charting Bundle Single Use License	\$6,000.00
	Annual Maintenance for ArcGIS for Maritime: Charting Bundle Single Use License	\$5,500.00

	Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Single Use License	\$3,350.00
<b>2</b>	<b>Esri CityEngine - Maintenance Prices</b>	
	Primary Maintenance for Esri CityEngine Concurrent Use License	\$800.00
	Primary Maintenance for Esri CityEngine Single Use License	\$800.00
	Secondary Maintenance for Esri CityEngine Concurrent Use License	\$675.00
	Secondary Maintenance for Esri CityEngine Single Use License	\$675.00
<b>ArcGIS Enterprise Pricing</b>		
<b>3</b>	<b>ArcGIS Enterprise - Perpetual License Prices</b>	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores License	\$34,000.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores License	\$17,000.00
	ArcGIS Enterprise Workgroup Advanced Up to Two Cores License	\$8,500.00
	ArcGIS Enterprise Workgroup Standard Up to Two Cores License	\$4,250.00
<b>3</b>	<b>ArcGIS Enterprise - Maintenance Prices</b>	
	ArcGIS Enterprise Advanced Up to Four Cores Maintenance	\$10,000.00
	ArcGIS Enterprise Standard Up to Four Cores Maintenance	\$5,000.00
	ArcGIS Enterprise Workgroup Advanced Up to Two Cores Maintenance	\$2,500.00
	ArcGIS Enterprise Workgroup Standard Up to Two Cores Maintenance	\$1,250.00
<b>3</b>	<b>ArcGIS Enterprise - Term License Prices</b>	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores 365 Day Term License	\$20,400.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS Enterprise Workgroup Advanced Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS Enterprise Workgroup Standard Up to Four Cores 365 Day Term License	\$5,100.00
<b>3</b>	<b>ArcGIS Monitor - Perpetual License Prices</b>	
	ArcGIS Monitor - for unlimited monitoring of ArcGIS Desktop, Web Services, Databases, Infrastructure and up to 4 cores of ArcGIS Server	\$8,500.00
	ArcGIS Monitor – per additional ArcGIS Server core being monitored	\$425.00
	ArcGIS Monitor for ArcGIS Server Workgroup Up to Four Cores License	\$4,250.00
	ArcGIS Monitor for ArcGIS Server Workgroup Additional Core License	\$213.00
<b>3</b>	<b>ArcGIS Monitor - Maintenance Prices</b>	
	ArcGIS Monitor - for unlimited monitoring of ArcGIS Desktop, Web Services, Databases, Infrastructure and up to 4 cores of ArcGIS Server Maintenance	\$2,500.00
	ArcGIS Monitor – per additional ArcGIS Server core being monitored Maintenance	\$125.00
	ArcGIS Monitor for ArcGIS Server Workgroup Up to Four Cores Maintenance	\$1,250.00
	ArcGIS Monitor for ArcGIS Server Workgroup Additional Core Maintenance	\$63.00
<b>3</b>	<b>ArcGIS Monitor - Term License Prices</b>	
	ArcGIS Monitor - for unlimited monitoring of ArcGIS Desktop, Web Services, Databases, Infrastructure and up to 4 cores of ArcGIS Server Term License	\$3,400.00
	ArcGIS Monitor – per additional ArcGIS Server core being monitored Term License	\$425.00
	ArcGIS Monitor for ArcGIS Server Workgroup Up to Four Cores Term License	\$2,000.00
	ArcGIS Monitor for ArcGIS Server Workgroup Additional Core Term License	\$213.00
<b>ArcGIS Server Pricing</b>		
<b>4</b>	<b>ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$34,000.00

	ArcGIS GIS Server Advanced (Windows) Additional Core License	\$8,500.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$17,000.00
	ArcGIS GIS Server Standard (Windows) Additional Core License	\$4,250.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS GIS Server Basic (Windows) Additional Core License	\$2,125.00
	ArcGIS GIS Server Workgroup Advanced Up to Two Cores License	\$8,500.00
	ArcGIS GIS Server Workgroup Advanced Additional Core License	\$4,250.00
	ArcGIS GIS Server Workgroup Standard Up to Two Cores License	\$4,250.00
	ArcGIS GIS Server Workgroup Standard Additional Core License	\$2,125.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores License	\$4,250.00
<b>4</b>	<b>ArcGIS GIS Server - Maintenance Prices</b>	
	ArcGIS GIS Server Advanced Up to Four Cores Maintenance	\$10,000.00
	ArcGIS GIS Server Advanced Additional Cores Maintenance	\$2,500.00
	ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$5,000.00
	ArcGIS GIS Server Standard Additional Cores Maintenance	\$1,250.00
	ArcGIS GIS Server Basic Up to Four Cores Maintenance	\$3,000.00
	ArcGIS GIS Server Basic Additional Cores Maintenance	\$750.00
	ArcGIS GIS Server Workgroup Advanced Up to Two Cores Maintenance	\$2,500.00
	ArcGIS GIS Server Workgroup Advanced Additional Core Maintenance	\$1,250.00
	ArcGIS GIS Server Workgroup Standard Up to Two Cores Maintenance	\$1,250.00
	ArcGIS GIS Server Workgroup Standard Additional Core Maintenance	\$625.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores Maintenance	\$1,250.00
<b>4</b>	<b>ArcGIS GIS Server - Term License Prices</b>	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$20,400.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$10,200.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$3,995.00
	ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$5,100.00
	ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$2,550.00
	ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$999.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$5,100.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,955.00
	ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$2,550.00
	ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$1,275.00
	ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$489.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS GIS Server Basic (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS GIS Server Basic (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS GIS Server Basic (Windows) Additional Core 30 Day Term License	\$255.00
<b>4</b>	<b>ArcGIS GIS Server Workgroup - Term License Prices</b>	
	ArcGIS GIS Server Workgroup Advanced Up to Four Cores 365 Day Term License	\$10,200.00

	ArcGIS GIS Server Workgroup Advanced Up to Four Cores 90 Day Term License	\$5,100.00
	ArcGIS GIS Server Workgroup Advanced Up to Four Cores 30 Day Term License	\$1,955.00
	ArcGIS GIS Server Workgroup Standard Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS GIS Server Workgroup Standard Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS GIS Server Workgroup Standard Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS GIS Server Workgroup Basic Maximum Four Cores 30 Day Term License	\$510.00
<b>ArcGIS Server Extension Prices</b>		
<b>4.1</b>	<b>ArcGIS Data Interoperability for ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,250.00
<b>4.1</b>	<b>ArcGIS Data Interoperability for ArcGIS GIS Server - Maintenance Prices</b>	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced Additional Core Maintenance	\$625.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard Additional Core Maintenance	\$625.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores Maintenance	\$1,250.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores Maintenance	\$1,250.00
<b>4.1</b>	<b>ArcGIS Data Interoperability for ArcGIS GIS Server - Term License Prices</b>	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00

	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
<b>4.1</b>	<b>ArcGIS Data Reviewer for ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,250.00
<b>4.1</b>	<b>ArcGIS Data Reviewer for ArcGIS GIS Server - Maintenance Prices</b>	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores Maintenance	\$1,250.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores Maintenance	\$1,250.00
<b>4.1</b>	<b>ArcGIS Data Reviewer for ArcGIS GIS Server - Term License Prices</b>	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00

	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
<b>4.1</b>	<b>Network Analyst for ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,250.00
<b>4.1</b>	<b>Network Analyst for ArcGIS GIS Server - Maintenance Prices</b>	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Maintenance	\$625.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores Maintenance	\$1,250.00
<b>4.1</b>	<b>Network Analyst for ArcGIS GIS Server - Term License Prices</b>	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Network Analyst for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
<b>4.1</b>	<b>ArcGIS Pipeline Referencing for ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores License	\$4,250.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores License	\$4,250.00
<b>4.1</b>	<b>ArcGIS Pipeline Referencing for ArcGIS GIS Server - Maintenance Prices</b>	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores Maintenance	\$1,250.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores Maintenance	\$1,250.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
<b>4.1</b>	<b>ArcGIS Pipeline Referencing for ArcGIS GIS Server - Term License Prices</b>	



	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Standard Up to Four Cores 30 Day Term License	\$510.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Workgroup Advanced Up to Four Cores 30 Day Term License	\$510.00
<b>4.1</b>	<b>Workflow Manager for ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,250.00
<b>4.1</b>	<b>Workflow Manager for ArcGIS GIS Server - Maintenance Prices</b>	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced Additional Core Maintenance	\$625.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard Additional Core Maintenance	\$625.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores Maintenance	\$1,250.00



	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Up to Four Cores Maintenance	\$1,250.00
<b>4.1</b>	<b>Workflow Manager for ArcGIS GIS Server - Term License Prices</b>	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Core 30 Day Term License	\$1,020.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
<b>4.1</b>	<b>ArcGIS for Maritime for ArcGIS GIS Server - Perpetual License Prices</b>	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,250.00
<b>4.1</b>	<b>ArcGIS for Maritime for ArcGIS GIS Server - Maintenance Prices</b>	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Up to Four Cores Maintenance	\$1,250.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Up to Four Cores Maintenance	\$1,250.00

<b>4.1</b>	<b>ArcGIS for Maritime for ArcGIS GIS Server - Term License Prices</b>	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS for Maritime for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
<b>4.1</b>	<b>Esri Defense Mapping for ArcGIS GIS Server - Perpetual License Prices</b>	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
<b>4.1</b>	<b>Esri Defense Mapping for ArcGIS GIS Server - Maintenance Prices</b>	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Up to Four Cores Maintenance	\$1,250.00
<b>4.1</b>	<b>Esri Defense Mapping for ArcGIS GIS Server - Term License Prices</b>	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00
	Esri Defense Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
<b>4.1</b>	<b>Esri Production Mapping for ArcGIS GIS Server - Perpetual License Prices</b>	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00

	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard (Windows) Maximum Four Cores License	\$4,250.00
<b>4.1</b>	<b>Esri Production Mapping for ArcGIS GIS Server - Maintenance Prices</b>	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$1,250.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard (Windows) Up to Four Cores Maintenance	\$1,250.00
<b>4.1</b>	<b>Esri Production Mapping for ArcGIS GIS Server - Term License Prices</b>	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	Esri Production Mapping for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
<b>4.1</b>	<b>Esri Roads and Highways for ArcGIS GIS Server - Perpetual License Prices</b>	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00

	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,250.00
<b>4.1</b>	<b>Esri Roads and Highways for ArcGIS GIS Server - Maintenance Prices</b>	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Up to Four Cores Maintenance	\$1,250.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Up to Four Cores Maintenance	\$1,250.00
<b>4.1</b>	<b>Esri Roads and Highways for ArcGIS GIS Server - Term License Prices</b>	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	Esri Roads and Highways for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
<b>4.1</b>	<b>Esri Roads and Highways Roadway Reporter or ArcGIS GIS Server - Perpetual License Prices</b>	
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 50 Users License	\$17,000.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 250 Users License	\$34,000.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 500 Users License	\$51,000.00
<b>4.1</b>	<b>Esri Roads and Highways Roadway Reporter or ArcGIS GIS Server - Maintenance License Prices</b>	
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 50 Users License Maintenance	\$5,000.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 250 Users License Maintenance	\$10,000.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 500 Users License Maintenance	\$15,000.00
<b>4.1</b>	<b>Esri Roads and Highways Roadway Reporter or ArcGIS GIS Server - Term License Prices</b>	
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 50 Users Term License	\$10,200.00
	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 250 Users Term License	\$20,400.00

	Esri Roads and Highways Roadway Reporter for ArcGIS GIS Server Up to 500 Users Term License	\$30,600.00
<b>4.1</b>	<b>ArcGIS Utility Network Management - Perpetual License Prices</b>	
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
<b>4.1</b>	<b>ArcGIS Utility Network Management - Maintenance Prices</b>	
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced Additional Core Maintenance	\$625.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard Up to Four Cores Maintenance	\$2,500.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard Additional Core Maintenance	\$625.00
<b>4.1</b>	<b>ArcGIS Utility Network Management - Term License Prices</b>	
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS Utility Network Management for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
<b>4.1</b>	<b>ArcGIS LocateXT - Perpetual License Prices</b>	
	ArcGIS LocateXT for ArcGIS GIS Server Advanced (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS LocateXT for ArcGIS GIS Server Advanced (Windows) Additional Core License	\$2,125.00
	ArcGIS LocateXT for ArcGIS GIS Server Standard (Windows) Up to Four Cores License	\$8,500.00
	ArcGIS LocateXT for ArcGIS GIS Server Standard (Windows) Additional Core License	\$2,125.00
	ArcGIS LocateXT for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores License	\$4,250.00
	ArcGIS LocateXT for ArcGIS GIS Server Workgroup Standard Maximum Four Cores License	\$4,250.00
<b>4.1</b>	<b>ArcGIS LocateXT - Maintenance Prices</b>	
	ArcGIS LocateXT for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Maintenance	\$2,500.00

	ArcGIS LocateXT for ArcGIS GIS Server Advanced (Windows) Additional Core Maintenance	\$625.00
	ArcGIS LocateXT for ArcGIS GIS Server Standard (Windows) Up to Four Cores Maintenance	\$2,500.00
	ArcGIS LocateXT for ArcGIS GIS Server Standard (Windows) Additional Core Maintenance	\$625.00
	ArcGIS LocateXT for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores Maintenance	\$1,250.00
	ArcGIS LocateXT for ArcGIS GIS Server Workgroup Standard Maximum Four Cores Maintenance	\$1,250.00
<b>4.1</b>	<b>ArcGIS LocateXT - Term License Prices</b>	
	ArcGIS LocateXT for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS LocateXT for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS LocateXT for ArcGIS GIS Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS LocateXT for ArcGIS GIS Server Advanced (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS LocateXT for ArcGIS GIS Server Advanced (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS LocateXT for ArcGIS GIS Server Advanced (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS LocateXT for ArcGIS GIS Server Standard (Windows) Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS LocateXT for ArcGIS GIS Server Standard (Windows) Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS LocateXT for ArcGIS GIS Server Standard (Windows) Up to Four Cores 30 Day Term License	\$1,020.00
	ArcGIS LocateXT for ArcGIS GIS Server Standard (Windows) Additional Core 365 Day Term License	\$1,275.00
	ArcGIS LocateXT for ArcGIS GIS Server Standard (Windows) Additional Core 90 Day Term License	\$638.00
	ArcGIS LocateXT for ArcGIS GIS Server Standard (Windows) Additional Core 30 Day Term License	\$255.00
	ArcGIS LocateXT for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS LocateXT for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS LocateXT for ArcGIS GIS Server Workgroup Advanced Maximum Four Cores 30 Day Term License	\$510.00
	ArcGIS LocateXT for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 365 Day Term License	\$2,550.00
	ArcGIS LocateXT for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 90 Day Term License	\$1,275.00
	ArcGIS LocateXT for ArcGIS GIS Server Workgroup Standard Maximum Four Cores 30 Day Term License	\$510.00
<b>4.2</b>	<b>ArcGIS Enterprise Server Upgrades - Perpetual License Prices</b>	
<b>4.2</b>	<b>ArcGIS Enterprise from ArcGIS Enterprise</b>	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Standard Up to Four Cores	\$25,500.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Advanced Up to Four Cores	\$17,000.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Standard	\$17,000.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Standard Up to Two Cores	\$29,750.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Advanced Up to Two Cores	\$25,500.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Standard Up to Four Cores	\$8,500.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Standard Up to Two Cores	\$12,750.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS Enterprise Workgroup Advanced Up to Two Cores	\$8,500.00
	ArcGIS Enterprise Workgroup Advanced Up to Two Cores Upgrade from ArcGIS Enterprise Workgroup Standard Up to Two Cores	\$4,250.00
<b>4.2</b>	<b>ArcGIS Enterprise from ArcGIS GIS Server - Perpetual License Prices</b>	

	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$25,500.00
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$29,750.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$12,750.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$8,500.00
	ArcGIS Enterprise Workgroup Advanced Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Four Cores	\$12,750.00
	ArcGIS Enterprise Workgroup Standard Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Four Cores	\$4,250.00
<b>4.2</b>	<b>ArcGIS GIS Server from ArcGIS Server Upgrades - Perpetual License Prices</b>	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Standard	\$17,000.00
	ArcGIS GIS Server Advanced (Windows) Additional Cores Upgrade from ArcGIS GIS Server Standard	\$4,250.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$25,500.00
	ArcGIS GIS Server Advanced (Windows) Additional Cores Upgrade from ArcGIS GIS Server Basic	\$6,375.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic	\$8,500.00
	ArcGIS GIS Server Standard (Windows) Additional Cores Upgrade from ArcGIS GIS Server Basic	\$2,125.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Advanced Up to Two Cores	\$8,500.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Advanced Up to Two Cores	\$25,500.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Advanced Up to Four Cores	\$17,000.00
	ArcGIS GIS Server Workgroup Advanced Additional Cores Upgrade from ArcGIS GIS Server Workgroup Standard	\$2,125.00
	ArcGIS GIS Server Workgroup Advanced Up to Two Cores Upgrade from ArcGIS GIS Server Workgroup Standard	\$4,250.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Standard Up to Two Cores	\$12,750.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Standard Up to Two Cores	\$29,750.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Standard Up to Four Cores	\$8,500.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Standard Up to Four Cores	\$25,500.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$4,250.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$12,750.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic Up to Four Cores	\$29,750.00
	ArcGIS GIS Server Workgroup Standard Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic	\$4,250.00
	ArcGIS GIS Server Workgroup Advanced Four Cores Upgrade from ArcGIS GIS Server Workgroup Basic	\$12,750.00
<b>ArcGIS Enterprise Additional Capability Servers</b>		
<b>5</b>	<b>ArcGIS GeoAnalytics Server - Perpetual License Prices</b>	
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores License	\$17,000.00



	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) License	\$4,250.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) License	\$2,125.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores License	\$8,500.00
<b>5</b>	<b>ArcGIS GeoAnalytics Server - Maintenance Prices</b>	
	ArcGIS GeoAnalytics Server Up to Four Cores Maintenance	\$5,000.00
	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Maintenance	\$1,250.00
	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Maintenance	\$625.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores Maintenance	\$2,500.00
<b>5</b>	<b>ArcGIS GeoAnalytics Server - Term License Prices</b>	
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores 90 Day Term License	\$5,100.00
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores 30 Day Term License	\$1,955.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) 365 Day Term License	\$2,550.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) 90 Day Term License	\$1,275.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) 30 Day Term License	\$489.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) 365 Day Term License	\$1,275.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) 90 Day Term License	\$638.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) 30 Day Term License	\$245.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS GeoAnalytics Server Workgroup Up to Four Cores 30 Day Term License	\$1,020.00
<b>5</b>	<b>ArcGIS GeoEvent Server - Perpetual License Prices</b>	
	ArcGIS GeoEvent Server (Windows) Up to Four Cores License	\$17,000.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) License	\$4,250.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) License	\$2,125.00
	ArcGIS GeoEvent Server Workgroup Up to Four Cores License	\$8,500.00
<b>5</b>	<b>ArcGIS GeoEvent Server - Maintenance Prices</b>	
	ArcGIS GeoEvent Server Up to Four Cores Maintenance	\$5,000.00
	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Maintenance	\$1,250.00
	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Maintenance	\$625.00
	ArcGIS GeoEvent Server Workgroup Up to Four Cores Maintenance	\$2,500.00
<b>5</b>	<b>ArcGIS GeoEvent Server - Term Prices</b>	
	ArcGIS GeoEvent Server (Windows) Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS GeoEvent Server (Windows) Up to Four Cores 90 Day Term License	\$5,100.00
	ArcGIS GeoEvent Server (Windows) Up to Four Cores 30 Day Term License	\$1,955.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) 365 Day Term License	\$2,550.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) 90 Day Term License	\$1,275.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) 30 Day Term License	\$489.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) 365 Day Term License	\$1,275.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) 90 Day Term License	\$638.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) 30 Day Term License	\$245.00
	ArcGIS GeoEvent Server Workgroup Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS GeoEvent Server Workgroup Up to Four Cores 90 Day Term License	\$2,550.00



	ArcGIS GeoEvent Server Workgroup Up to Four Cores 30 Day Term License	\$1,020.00
<b>5</b>	<b>ArcGIS Image Server - Perpetual License Prices</b>	
	ArcGIS Image Server (Windows) Up to Four Cores License	\$17,000.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) License	\$4,250.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) License	\$2,125.00
	ArcGIS Image Server Workgroup Up to Four Cores License	\$8,500.00
<b>5</b>	<b>ArcGIS Image Server - Maintenance Prices</b>	
	ArcGIS Image Server Up to Four Cores Maintenance	\$5,000.00
	ArcGIS Image Server Additional Core (up to 32 per server) Maintenance	\$1,250.00
	ArcGIS Image Server Additional Core (more than 32 per Server) Maintenance	\$625.00
	ArcGIS Image Server Workgroup Up to Four Cores Maintenance	\$2,500.00
<b>5</b>	<b>ArcGIS Image Server - Term License Prices</b>	
	ArcGIS Image Server (Windows) Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS Image Server (Windows) Up to Four Cores 90 Day Term License	\$5,100.00
	ArcGIS Image Server (Windows) Up to Four Cores 30 Day Term License	\$1,955.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) 365 Day Term License	\$2,550.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) 90 Day Term License	\$1,275.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) 30 Day Term License	\$489.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) 365 Day Term License	\$1,275.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) 90 Day Term License	\$638.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) 30 Day Term License	\$245.00
	ArcGIS Image Server Workgroup Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Image Server Workgroup Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Image Server Workgroup Up to Four Cores 30 Day Term License	\$1,020.00
<b>5</b>	<b>ArcGIS Notebook Server - Perpetual License Prices</b>	
	ArcGIS Notebook Server (Windows) Up to Four Cores License	\$17,000.00
	ArcGIS Notebook Server (Windows) Additional Core (up to 32 per server) License	\$4,250.00
	ArcGIS Notebook Server (Windows) Additional Core (more than 32 per Server) License	\$2,125.00
	ArcGIS Notebook Server Workgroup Up to Four Cores License	\$8,500.00
<b>5</b>	<b>ArcGIS Notebook Server - Maintenance Prices</b>	
	ArcGIS Notebook Server Up to Four Cores Maintenance	\$5,000.00
	ArcGIS Notebook Server Additional Core (up to 32 per server) Maintenance	\$1,250.00
	ArcGIS Notebook Server Additional Core (more than 32 per Server) Maintenance	\$625.00
	ArcGIS Notebook Server Workgroup Up to Four Cores Maintenance	\$2,500.00
<b>5</b>	<b>ArcGIS Notebook Server - Term License Prices</b>	
	ArcGIS Notebook Server (Windows) Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS Notebook Server (Windows) Up to Four Cores 90 Day Term License	\$5,100.00
	ArcGIS Notebook Server (Windows) Up to Four Cores 30 Day Term License	\$1,955.00
	ArcGIS Notebook Server (Windows) Additional Core (up to 32 per server) 365 Day Term License	\$2,550.00
	ArcGIS Notebook Server (Windows) Additional Core (up to 32 per server) 90 Day Term License	\$1,275.00
	ArcGIS Notebook Server (Windows) Additional Core (up to 32 per server) 30 Day Term License	\$489.00
	ArcGIS Notebook Server (Windows) Additional Core (more than 32 per Server) 365 Day Term License	\$1,275.00
	ArcGIS Notebook Server (Windows) Additional Core (more than 32 per Server) 90 Day Term License	\$638.00

	ArcGIS Notebook Server (Windows) Additional Core (more than 32 per Server) 30 Day Term License	\$245.00
	ArcGIS Notebook Server Workgroup Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Notebook Server Workgroup Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Notebook Server Workgroup Up to Four Cores 30 Day Term License	\$1,020.00
<b>5</b>	<b>ArcGIS Mission Server - Perpetual License Prices</b>	
	ArcGIS Mission Server (Windows) Up to Four Cores License	\$17,000.00
	ArcGIS Mission Server (Windows) Additional Core (up to 32 per server) License	\$4,250.00
	ArcGIS Mission Server (Windows) Additional Core (more than 32 per Server) License	\$2,125.00
	ArcGIS Mission Server Workgroup Up to Four Cores License	\$8,500.00
<b>5</b>	<b>ArcGIS Mission Server - Maintenance Prices</b>	
	ArcGIS Mission Server Up to Four Cores Maintenance	\$5,000.00
	ArcGIS Mission Server Additional Core (up to 32 per server) Maintenance	\$1,250.00
	ArcGIS Mission Server Additional Core (more than 32 per Server) Maintenance	\$625.00
	ArcGIS Mission Server Workgroup Up to Four Cores Maintenance	\$2,500.00
<b>5</b>	<b>ArcGIS Mission Server - Term License Prices</b>	
	ArcGIS Mission Server (Windows) Up to Four Cores 365 Day Term License	\$10,200.00
	ArcGIS Mission Server (Windows) Up to Four Cores 90 Day Term License	\$5,100.00
	ArcGIS Mission Server (Windows) Up to Four Cores 30 Day Term License	\$1,955.00
	ArcGIS Mission Server (Windows) Additional Core (up to 32 per server) 365 Day Term License	\$2,550.00
	ArcGIS Mission Server (Windows) Additional Core (up to 32 per server) 90 Day Term License	\$1,275.00
	ArcGIS Mission Server (Windows) Additional Core (up to 32 per server) 30 Day Term License	\$489.00
	ArcGIS Mission Server (Windows) Additional Core (more than 32 per Server) 365 Day Term License	\$1,275.00
	ArcGIS Mission Server (Windows) Additional Core (more than 32 per Server) 90 Day Term License	\$638.00
	ArcGIS Mission Server (Windows) Additional Core (more than 32 per Server) 30 Day Term License	\$245.00
	ArcGIS Mission Server Workgroup Up to Four Cores 365 Day Term License	\$5,100.00
	ArcGIS Mission Server Workgroup Up to Four Cores 90 Day Term License	\$2,550.00
	ArcGIS Mission Server Workgroup Up to Four Cores 30 Day Term License	\$1,020.00
<b>ArcGIS Enterprise Staging Prices</b>		
<b>6</b>	<b>ArcGIS Enterprise - Staging Perpetual License Prices</b>	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Staging Server License	\$19,539.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Staging Server License	\$9,770.00
<b>6</b>	<b>ArcGIS Enterprise - Staging Maintenance Prices</b>	
	ArcGIS Enterprise Advanced Up to Four Cores Staging Server Maintenance	\$5,000.00
	ArcGIS Enterprise Standard Up to Four Cores Staging Server Maintenance	\$2,500.00
<b>6</b>	<b>ArcGIS Enterprise - Staging Term License Prices</b>	
	ArcGIS Enterprise Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$11,724.00
	ArcGIS Enterprise Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,862.00
<b>6</b>	<b>ArcGIS Monitor - Staging Perpetual License Prices</b>	
	ArcGIS Monitor - for unlimited monitoring of ArcGIS Desktop, Web Services, Databases, Infrastructure and to 4 cores of ArcGIS GIS Staging Server	\$4,885.00
	ArcGIS Monitor - per additional ArcGIS GIS Staging Server core being monitored	\$245.00
<b>6</b>	<b>ArcGIS Monitor - Staging Maintenance Prices</b>	

	ArcGIS Monitor - for unlimited monitoring of ArcGIS Desktop, Web Services, Databases, Infrastructure and to 4 cores of ArcGIS GIS Staging Server Maintenance	\$1,250.00
	ArcGIS Monitor – per additional ArcGIS GIS Staging Server core being monitored Maintenance	\$63.00
<b>6</b>	<b>ArcGIS Monitor - Staging Term License Prices</b>	
	ArcGIS Monitor - for unlimited monitoring of ArcGIS Desktop, Web Services, Databases, Infrastructure and to 4 cores of ArcGIS GIS Staging Server Term License	\$1,954.00
	ArcGIS Monitor – per additional ArcGIS GIS Staging Server core being monitored Term License	\$245.00
<b>ArcGIS Server Staging Server Prices</b>		
<b>7</b>	<b>ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$19,539.00
	ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$4,885.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$9,770.00
	ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$2,443.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS GIS Server Basic (Windows) Additional Core Staging Server License	\$1,222.00
<b>7</b>	<b>ArcGIS Enterprise - Staging Maintenance Prices</b>	
	ArcGIS GIS Server Advanced Up to Four Cores Staging Server Maintenance	\$5,000.00
	ArcGIS GIS Server Advanced Additional Cores Staging Server Maintenance	\$1,250.00
	ArcGIS GIS Server Standard Up to Four Cores Staging Server Maintenance	\$2,500.00
	ArcGIS GIS Server Standard Additional Cores Staging Server Maintenance	\$625.00
	ArcGIS GIS Server Basic Up to Four Cores Staging Server Maintenance	\$1,500.00
	ArcGIS GIS Server Basic Additional Cores Staging Server Maintenance	\$375.00
<b>7</b>	<b>ArcGIS GIS Server - Staging Term License Prices</b>	
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$11,724.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$5,862.00
	ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$2,296.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,862.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$2,931.00
	ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$1,124.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	ArcGIS GIS Server Basic (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$2,931.00
	ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$1,466.00
	ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$574.00
	ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$1,466.00
	ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$733.00
	ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$281.00
	ArcGIS GIS Server Basic (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	ArcGIS GIS Server Basic (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	ArcGIS GIS Server Basic (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
<b>ArcGIS Server Staging Server Extensions</b>		
<b>7.1</b>	<b>ArcGIS Data Interoperability for ArcGIS GIS Server - Staging Perpetual License Prices</b>	

	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
<b>7.1</b>	<b>ArcGIS Data Interoperability for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced Additional Core Staging Server Maintenance	\$313.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard Additional Core Staging Server Maintenance	\$313.00
<b>7.1</b>	<b>ArcGIS Data Interoperability for ArcGIS GIS Server - Staging Term License Prices</b>	
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	ArcGIS Data Interoperability for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
<b>7.1</b>	<b>ArcGIS Data Reviewer for ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
<b>7.1</b>	<b>ArcGIS Data Reviewer for ArcGIS GIS Server - Staging Maintenance Prices</b>	

	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,222.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$306.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,222.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$306.00
<b>7.1</b>	<b>ArcGIS Data Reviewer for ArcGIS GIS Server - Staging Term License Prices</b>	
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	ArcGIS Data Reviewer for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
<b>7.1</b>	<b>ArcGIS Network Analyst for ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
<b>7.1</b>	<b>ArcGIS Network Analyst for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard Additional Core Staging Server Maintenance	\$313.00
<b>7.1</b>	<b>ArcGIS Network Analyst for ArcGIS GIS Server - Staging Term License Prices</b>	
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00

	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	ArcGIS Network Analyst for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
<b>7.1</b>	<b>ArcGIS Pipeline Referencing for ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
<b>7.1</b>	<b>ArcGIS Pipeline Referencing for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$313.00
<b>7.1</b>	<b>ArcGIS Pipeline Referencing for ArcGIS GIS Server - Staging Term License Prices</b>	
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$367.00

	ArcGIS Pipeline Referencing for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
<b>7.1</b>	<b>ArcGIS Workflow Manager for ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core Staging License	\$1,222.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core Staging License	\$1,222.00
<b>7.1</b>	<b>ArcGIS Workflow Manager for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced Additional Core Staging Maintenance	\$313.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard Additional Core Staging Maintenance	\$313.00
<b>7.1</b>	<b>ArcGIS Workflow Manager for ArcGIS GIS Server - Staging Term License Prices</b>	
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	ArcGIS Workflow Manager for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
<b>7.1</b>	<b>ArcGIS for Maritime for ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
<b>7.1</b>	<b>ArcGIS for Maritime for ArcGIS GIS Server - Staging Maintenance Prices</b>	

	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$313.00
<b>7.1</b>	<b>ArcGIS for Maritime for ArcGIS GIS Server - Staging Term License Prices</b>	
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	ArcGIS for Maritime for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	ArcGIS for Maritime for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
<b>7.1</b>	<b>Esri Defense Mapping for ArcGIS GIS Server - Staging Perpetual License Prices</b>	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
<b>7.1</b>	<b>Esri Defense Mapping for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.00
<b>7.1</b>	<b>ArcGIS Defense Mapping for ArcGIS GIS Server - Staging Term License Prices</b>	
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00



	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	Esri Defense Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
<b>7.1</b>	<b>Esri Production Mapping for ArcGIS GIS Server - Staging Perpetual License Prices</b>	<b>\$0.00</b>
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
<b>7.1</b>	<b>Esri Production Mapping for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$313.00
<b>7.1</b>	<b>Esri Production Mapping for ArcGIS GIS Server - Staging Term License Prices</b>	
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	Esri Production Mapping for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	Esri Production Mapping for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
<b>7.1</b>	<b>Esri Roads and Highways for ArcGIS GIS Server - Staging Perpetual License Prices</b>	

	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server License	\$4,885.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server License	\$1,222.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server License	\$4,885.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server License	\$1,222.00
<b>7.1</b>	<b>Esri Roads and Highways for ArcGIS GIS Server - Staging Maintenance Prices</b>	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server Maintenance	\$313.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server Maintenance	\$1,250.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server Maintenance	\$313.00
<b>7.1</b>	<b>Esri Roads and Highways for ArcGIS GIS Server - Staging Term License Prices</b>	
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	Esri Roads and Highways for ArcGIS GIS Server Advanced (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 365 Day Term License	\$2,931.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 90 Day Term License	\$1,466.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Up to Four Cores Staging Server 30 Day Term License	\$587.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 365 Day Term License	\$733.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 90 Day Term License	\$367.00
	Esri Roads and Highways for ArcGIS GIS Server Standard (Windows) Additional Core Staging Server 30 Day Term License	\$147.00
<b>7.1</b>	<b>ArcGIS Utility Network Management - Staging Perpetual License Prices</b>	
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Up to Four Cores License	\$4,885.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Additional Core License	\$1,222.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Up to Four Cores License	\$4,885.00

	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Additional Core License	\$1,222.00
<b>7.1</b>	<b>ArcGIS Utility Network Management - Staging Maintenance Prices</b>	
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced Up to Four Cores Maintenance	\$1,250.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced Additional Core Maintenance	\$313.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard Up to Four Cores Maintenance	\$1,250.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard Additional Core Maintenance	\$313.00
<b>7.1</b>	<b>ArcGIS Utility Network Management - Staging Term License Prices</b>	
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$2,931.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$1,466.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$587.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Additional Core 365 Day Term License	\$733.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Additional Core 90 Day Term License	\$367.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Advanced (Windows) Additional Core 30 Day Term License	\$147.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Up to Four Cores 365 Day Term License	\$2,931.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Up to Four Cores 90 Day Term License	\$1,466.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Up to Four Cores 30 Day Term License	\$587.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Additional Core 365 Day Term License	\$733.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Additional Core 90 Day Term License	\$367.00
	ArcGIS Utility Network Management for ArcGIS GIS Staging Server Standard (Windows) Additional Core 30 Day Term License	\$147.00
<b>7.1</b>	<b>ArcGIS LocateXT - Staging Perpetual License Prices</b>	
	ArcGIS LocateXT for ArcGIS GIS Staging Server Advanced (Windows) Additional Core License	\$1,222.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Standard (Windows) Up to Four Cores License	\$4,885.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Standard (Windows) Additional Core License	\$1,222.00
<b>7.1</b>	<b>ArcGIS LocateXT - Staging Maintenance Prices</b>	
	ArcGIS LocateXT for ArcGIS GIS Staging Server Advanced (Windows) Up to Four Cores Maintenance	\$1,250.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Advanced (Windows) Additional Core Maintenance	\$313.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Standard (Windows) Up to Four Cores Maintenance	\$1,250.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Standard (Windows) Additional Core Maintenance	\$313.00
<b>7.1</b>	<b>ArcGIS LocateXT - Staging Term License Prices</b>	
	ArcGIS LocateXT for ArcGIS GIS Staging Server Advanced (Windows) Up to Four Cores 365 Day Term License	\$2,931.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Advanced (Windows) Up to Four Cores 90 Day Term License	\$1,466.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Advanced (Windows) Up to Four Cores 30 Day Term License	\$587.00

	ArcGIS LocateXT for ArcGIS GIS Staging Server Advanced (Windows) Additional Core 365 Day Term License	\$733.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Advanced (Windows) Additional Core 90 Day Term License	\$367.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Advanced (Windows) Additional Core 30 Day Term License	\$147.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Standard (Windows) Up to Four Cores 365 Day Term License	\$2,931.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Standard (Windows) Up to Four Cores 90 Day Term License	\$1,466.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Standard (Windows) Up to Four Cores 30 Day Term License	\$587.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Standard (Windows) Additional Core 365 Day Term License	\$733.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Standard (Windows) Additional Core 90 Day Term License	\$367.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Standard (Windows) Additional Core 30 Day Term License	\$147.00
<b>7.1</b>	<b>ArcGIS Enterprise Server from ArcGIS Enterprise Server Upgrades - Staging Server - Perpetual License Prices</b>	
	ArcGIS Enterprise Advanced Staging Server (Windows) Up to Four Cores upgrade from ArcGIS Enterprise Standard Staging Server	\$9,770.00
<b>7.1</b>	<b>ArcGIS Enterprise from ArcGIS GIS Server Upgrades - Staging Server - Perpetual License Prices</b>	\$0.00
	ArcGIS Enterprise Advanced Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$14,654.00
	ArcGIS Enterprise Standard Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$4,885.00
<b>7.1</b>	<b>ArcGIS GIS Server from ArcGIS GIS Server - Staging Server Upgrades - Perpetual License Prices</b>	\$0.00
	ArcGIS GIS Server Advanced Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Standard Staging Server	\$9,770.00
	ArcGIS GIS Server Advanced Staging Server (Windows) Additional Cores Upgrade from ArcGIS GIS Server Standard Staging Server	\$2,443.00
	ArcGIS GIS Server Advanced Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$14,655.00
	ArcGIS GIS Server Advanced Staging Server (Windows) Additional Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$3,664.00
	ArcGIS GIS Server Standard Staging Server (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$4,885.00
	ArcGIS GIS Server Standard Staging Server (Windows) Additional Cores Upgrade from ArcGIS GIS Server Basic Staging Server	\$1,222.00
<b>ArcGIS Enterprise Additional Capability Servers - Staging Servers</b>		
<b>8</b>	<b>ArcGIS GeoAnalytics Server - Staging Perpetual License Prices</b>	
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores Staging Server License	\$9,770.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) Staging Server License	\$2,443.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) Staging Server License	\$1,222.00
<b>8</b>	<b>ArcGIS GeoAnalytics Server - Staging Maintenance Prices</b>	
	ArcGIS GeoAnalytics Server Up to Four Cores Staging Server Maintenance	\$2,500.00
	ArcGIS GeoAnalytics Server Additional Core (up to 32 per server) Staging Server Maintenance	\$625.00
	ArcGIS GeoAnalytics Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$313.00
<b>8</b>	<b>ArcGIS GeoAnalytics Server - Staging Term License Prices</b>	
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,862.00
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores Staging Server 90 Day Term License	\$2,931.00
	ArcGIS GeoAnalytics Server (Windows) Up to Four Cores Staging Server 30 Day Term License	\$1,124.00

	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) Staging Server 365 Day Term License	\$1,466.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) Staging Server 90 Day Term License	\$733.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (up to 32 per server) Staging Server 30 Day Term License	\$281.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) Staging Server 365 Day Term License	\$733.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) Staging Server 90 Day Term License	\$367.00
	ArcGIS GeoAnalytics Server (Windows) Additional Core (more than 32 per Server) Staging Server 30 Day Term License	\$140.00
<b>8</b>	<b>ArcGIS GeoEvent Server - Staging Perpetual License Prices</b>	
	ArcGIS GeoEvent Server (Windows) Up to Four Cores Staging Server License	\$9,770.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) Staging Server License	\$2,443.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) Staging Server License	\$1,222.00
<b>8</b>	<b>ArcGIS GeoEvent Server - Staging Maintenance Prices</b>	
	ArcGIS GeoEvent Server Up to Four Cores Staging Server Maintenance	\$2,500.00
	ArcGIS GeoEvent Server Additional Core (up to 32 per server) Staging Server Maintenance	\$625.00
	ArcGIS GeoEvent Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$313.00
<b>8</b>	<b>ArcGIS GeoEvent Server - Staging Term License Prices</b>	
	ArcGIS GeoEvent Server (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,862.00
	ArcGIS GeoEvent Server (Windows) Up to Four Cores Staging Server 90 Day Term License	\$2,931.00
	ArcGIS GeoEvent Server (Windows) Up to Four Cores Staging Server 30 Day Term License	\$1,124.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) Staging Server 365 Day Term License	\$1,466.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) Staging Server 90 Day Term License	\$733.00
	ArcGIS GeoEvent Server (Windows) Additional Core (up to 32 per server) Staging Server 30 Day Term License	\$281.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) Staging Server 365 Day Term License	\$733.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) Staging Server 90 Day Term License	\$367.00
	ArcGIS GeoEvent Server (Windows) Additional Core (more than 32 per Server) Staging Server 30 Day Term License	\$140.00
<b>8</b>	<b>ArcGIS Image Server - Staging Perpetual License Prices</b>	
	ArcGIS Image Server (Windows) Up to Four Cores Staging Server License	\$9,770.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) Staging Server License	\$2,443.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) Staging Server License	\$1,222.00
<b>8</b>	<b>ArcGIS Image Server - Staging Maintenance Prices</b>	
	ArcGIS Image Server Up to Four Cores Staging Server Maintenance	\$2,500.00
	ArcGIS Image Server Additional Core (up to 32 per server) Staging Server Maintenance	\$625.00
	ArcGIS Image Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$313.00
<b>8</b>	<b>ArcGIS Image Server - Staging Term License Prices</b>	

	ArcGIS Image Server (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,862.00
	ArcGIS Image Server (Windows) Up to Four Cores Staging Server 90 Day Term License	\$2,931.00
	ArcGIS Image Server (Windows) Up to Four Cores Staging Server 30 Day Term License	\$1,124.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) Staging Server 365 Day Term License	\$1,466.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) Staging Server 90 Day Term License	\$733.00
	ArcGIS Image Server (Windows) Additional Core (up to 32 per server) Staging Server 30 Day Term License	\$281.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) Staging Server 365 Day Term License	\$733.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) Staging Server 90 Day Term License	\$367.00
	ArcGIS Image Server (Windows) Additional Core (more than 32 per Server) Staging Server 30 Day Term License	\$140.00
8	<b>ArcGIS Notebook Server - Staging Perpetual License Prices</b>	\$0.00
	ArcGIS Notebook Server (Windows) Up to Four Cores Staging Server License	\$9,770.00
	ArcGIS Notebook Server (Windows) Additional Core (up to 32 per server) Staging Server License	\$2,443.00
	ArcGIS Notebook Server (Windows) Additional Core (more than 32 per Server) Staging Server License	\$1,222.00
8	<b>ArcGIS Notebook Server - Staging Maintenance Prices</b>	
	ArcGIS Notebook Server Up to Four Cores Staging Server Maintenance	\$2,500.00
	ArcGIS Notebook Server Additional Core (up to 32 per server) Staging Server Maintenance	\$625.00
	ArcGIS Notebook Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$313.00
8	<b>ArcGIS Notebook Server - Staging Term License Prices</b>	
	ArcGIS Notebook Server (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,862.00
	ArcGIS Notebook Server (Windows) Up to Four Cores Staging Server 90 Day Term License	\$2,931.00
	ArcGIS Notebook Server (Windows) Up to Four Cores Staging Server 30 Day Term License	\$1,124.00
	ArcGIS Notebook Server (Windows) Additional Core (up to 32 per server) Staging Server 365 Day Term License	\$1,466.00
	ArcGIS Notebook Server (Windows) Additional Core (up to 32 per server) Staging Server 90 Day Term License	\$733.00
	ArcGIS Notebook Server (Windows) Additional Core (up to 32 per server) Staging Server 30 Day Term License	\$281.00
	ArcGIS Notebook Server (Windows) Additional Core (more than 32 per Server) Staging Server 365 Day Term License	\$733.00
	ArcGIS Notebook Server (Windows) Additional Core (more than 32 per Server) Staging Server 90 Day Term License	\$367.00
	ArcGIS Notebook Server (Windows) Additional Core (more than 32 per Server) Staging Server 30 Day Term License	\$140.00
8	<b>ArcGIS Mission Server - Staging Perpetual License Prices</b>	
	ArcGIS Mission Server (Windows) Up to Four Cores Staging Server License	\$9,770.00
	ArcGIS Mission Server (Windows) Additional Core (up to 32 per server) Staging Server License	\$2,443.00
	ArcGIS Mission Server (Windows) Additional Core (more than 32 per Server) Staging Server License	\$1,222.00
8	<b>ArcGIS Mission Server - Staging Maintenance Prices</b>	
	ArcGIS Mission Server Up to Four Cores Staging Server Maintenance	\$2,500.00
	ArcGIS Mission Server Additional Core (up to 32 per server) Staging Server Maintenance	\$625.00
	ArcGIS Mission Server Additional Core (more than 32 per Server) Staging Server Maintenance	\$313.00
8	<b>ArcGIS Mission Server - Staging Term License Prices</b>	

	ArcGIS Mission Server (Windows) Up to Four Cores Staging Server 365 Day Term License	\$5,862.00
	ArcGIS Mission Server (Windows) Up to Four Cores Staging Server 90 Day Term License	\$2,931.00
	ArcGIS Mission Server (Windows) Up to Four Cores Staging Server 30 Day Term License	\$1,124.00
	ArcGIS Mission Server (Windows) Additional Core (up to 32 per server) Staging Server 365 Day Term License	\$1,466.00
	ArcGIS Mission Server (Windows) Additional Core (up to 32 per server) Staging Server 90 Day Term License	\$733.00
	ArcGIS Mission Server (Windows) Additional Core (up to 32 per server) Staging Server 30 Day Term License	\$281.00
	ArcGIS Mission Server (Windows) Additional Core (more than 32 per Server) Staging Server 365 Day Term License	\$733.00
	ArcGIS Mission Server (Windows) Additional Core (more than 32 per Server) Staging Server 90 Day Term License	\$367.00
	ArcGIS Mission Server (Windows) Additional Core (more than 32 per Server) Staging Server 30 Day Term License	\$140.00
<b>ArcGIS Enterprise User Types</b>		
<b>9</b>	<b>ArcGIS Enterprise User Types - Perpetual License Prices</b>	
	ArcGIS Enterprise Creator License	\$2,000.00
	ArcGIS Enterprise Workgroup Standard Creator Perpetual License	\$2,000.00
	ArcGIS Enterprise Editor License	\$800.00
	ArcGIS Enterprise Field Worker License	\$1,400.00
	ArcGIS Enterprise Insights Analyst License	\$2,000.00
	ArcGIS Enterprise GIS Professional Basic License	\$2,800.00
	ArcGIS Enterprise GIS Professional Standard License	\$7,000.00
	ArcGIS Enterprise GIS Professional Advanced Basic License	\$9,900.00
<b>9</b>	<b>ArcGIS Enterprise User Types Extensions - Perpetual License Prices</b>	
	ArcGIS Utility Network User Type Extension for ArcGIS Enterprise License	\$1,000.00
	ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise License	\$1,000.00
<b>9</b>	<b>ArcGIS Apps for use with ArcGIS Enterprise - Perpetual Licenses</b>	
	ArcGIS Pro Basic for ArcGIS Enterprise License	\$1,500.00
	ArcGIS Pro Standard for ArcGIS Enterprise License	\$7,000.00
	ArcGIS Pro Advanced for ArcGIS Enterprise License	\$9,990.00
	ArcGIS Excalibur for ArcGIS Enterprise License	\$2,000.00
	ArcGIS Collector for ArcGIS Enterprise License	\$240.00
	ArcGIS GeoPlanner for ArcGIS Enterprise License	\$2,000.00
	ArcGIS Insights for ArcGIS In ArcGIS Enterprise License	\$2,000.00
	ArcGIS Mission Manager for ArcGIS Enterprise License	\$2,000.00
	ArcGIS Navigator for ArcGIS Enterprise License	\$240.00
	ArcGIS Tracker for ArcGIS Enterprise License	\$240.00
	ArcGIS Maps for Power BI for ArcGIS Enterprise License	\$240.00
	ArcGIS Survey123 for ArcGIS Enterprise License	\$240.00
	ArcGIS QuickCapture for Enterprise License	\$240.00
	ArcGIS Workforce for ArcGIS Enterprise License	\$240.00
<b>9</b>	<b>ArcGIS App Bundles - Perpetual Licenses</b>	
	ArcGIS Enterprise Essential Apps Bundle License	\$200.00
	ArcGIS Enterprise Field Apps Bundle License	\$600.00

	ArcGIS Enterprise Office Apps Bundle License	\$400.00
9	<b>ArcGIS Enterprise User Types - Maintenance Prices</b>	
	ArcGIS Enterprise Creator Maintenance	\$500.00
	ArcGIS Enterprise Creator Maintenance (Pre-10.5 Pricing)	\$500.00
	ArcGIS Enterprise Workgroup Standard Creator - Annual Maintenance	\$500.00
	ArcGIS Enterprise Editor Maintenance	\$200.00
	ArcGIS Enterprise Field Worker Maintenance	\$350.00
	ArcGIS Enterprise Insights Analyst Maintenance	\$500.00
	ArcGIS Enterprise GIS Professional Basic Maintenance	\$700.00
	ArcGIS Enterprise GIS Professional Standard Maintenance	\$2,750.00
	ArcGIS Enterprise GIS Professional Advanced Basic Maintenance	\$3,800.00
9	<b>ArcGIS Enterprise User Types Extensions - Maintenance Prices</b>	
	ArcGIS Utility Network User Type Extension for ArcGIS Enterprise Maintenance	\$200.00
	ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise Maintenance	\$200.00
9	<b>ArcGIS Apps for use with ArcGIS Enterprise - Maintenance</b>	
	ArcGIS Pro Basic for ArcGIS Enterprise Maintenance	\$500.00
	ArcGIS Pro Standard for ArcGIS Enterprise Maintenance	\$2,550.00
	ArcGIS Pro Advanced for ArcGIS Enterprise Maintenance	\$3,600.00
	ArcGIS Excalibur for ArcGIS Enterprise Maintenance	\$500.00
	ArcGIS Collector for ArcGIS Enterprise Maintenance	\$60.00
	ArcGIS GeoPlanner for ArcGIS Enterprise Maintenance	\$500.00
	ArcGIS Insights for ArcGIS in ArcGIS Enterprise Maintenance	\$500.00
	ArcGIS Mission Manager for ArcGIS Enterprise Manager Maintenance	\$500.00
	ArcGIS Navigator for ArcGIS Enterprise Maintenance	\$60.00
	ArcGIS Tracker for ArcGIS Enterprise Maintenance	\$60.00
	ArcGIS Maps for Power BI for ArcGIS Enterprise Maintenance	\$60.00
	ArcGIS Survey123 for ArcGIS Enterprise Maintenance	\$60.00
	ArcGIS QuickCapture for Enterprise Maintenance	\$60.00
	ArcGIS Workforce for ArcGIS Enterprise Maintenance	\$60.00
9	<b>ArcGIS App Bundles for Enterprise - Maintenance</b>	
	ArcGIS Enterprise Essential Apps Bundle Maintenance	\$50.00
	ArcGIS Enterprise Field Apps Bundle Maintenance	\$150.00
	ArcGIS Enterprise Office Apps Bundle Maintenance	\$100.00
9	<b>ArcGIS Enterprise User Types - Term License Prices</b>	
	ArcGIS Enterprise Creator Term License	\$500.00
	ArcGIS Enterprise Workgroup Standard Creator Term License	\$500.00
	ArcGIS Enterprise Editor Term License	\$200.00
	ArcGIS Enterprise Field Worker Term License	\$350.00
	ArcGIS Enterprise Insights Analyst Term License	\$500.00
	ArcGIS Enterprise GIS Professional Basic Term License	\$700.00
	ArcGIS Enterprise GIS Professional Standard Term License	\$2,750.00
	ArcGIS Enterprise GIS Professional Advanced Basic Term License	\$3,800.00
9	<b>ArcGIS Enterprise User Types Extensions - Term License Prices</b>	



	ArcGIS Utility Network User Type Extension for ArcGIS Enterprise Term License	\$200.00
	ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise Term License	\$200.00
9	<b>ArcGIS Apps for use with ArcGIS Enterprise - Term Licenses</b>	
	ArcGIS Pro Basic for ArcGIS Enterprise Term License	\$500.00
	ArcGIS Pro Standard for ArcGIS Enterprise Term License	\$2,550.00
	ArcGIS Pro Advanced for ArcGIS Enterprise Term License	\$3,600.00
	ArcGIS Excalibur for ArcGIS Enterprise Term License	\$500.00
	ArcGIS Collector for ArcGIS Enterprise Term License	\$60.00
	ArcGIS Drone2Map for ArcGIS Enterprise Term License	\$1,500.00
	ArcGIS GeoPlanner for ArcGIS Enterprise Term License	\$500.00
	ArcGIS Insights for ArcGIS in ArcGIS Enterprise Term License	\$500.00
	ArcGIS Mission Manager for ArcGIS Enterprise Term License	\$500.00
	ArcGIS Navigator for ArcGIS Enterprise Term License	\$60.00
	ArcGIS Tracker for ArcGIS Enterprise Term License	\$60.00
	ArcGIS Maps for Power BI for ArcGIS Enterprise Term License	\$60.00
	ArcGIS Survey123 for ArcGIS Enterprise Term License	\$60.00
	ArcGIS QuickCapture for ArcGIS Enterprise Term License	\$60.00
	ArcGIS Workforce for ArcGIS Enterprise Term License	\$60.00
9	<b>ArcGIS App Bundles - Term Licenses</b>	
	ArcGIS Enterprise Essential Apps Bundle Term License	\$50.00
	ArcGIS Enterprise Field Apps Bundle Term License	\$150.00
	ArcGIS Enterprise Office Apps Bundle Term License	\$100.00
9	<b>ArcGIS Pro Extensions for Enterprise - Perpetual Licenses</b>	
	ArcGIS 3D Analyst for ArcGIS Pro Enterprise License	\$2,500.00
	ArcGIS Data Interoperability for ArcGIS Pro Enterprise License	\$2,500.00
	ArcGIS Data Reviewer for ArcGIS Pro Enterprise License	\$2,500.00
	ArcGIS Geostatistical Analyst for ArcGIS Pro Enterprise License	\$2,500.00
	ArcGIS Network Analyst for ArcGIS Pro Enterprise License	\$2,500.00
	ArcGIS Publisher for ArcGIS Pro Enterprise License	\$2,500.00
	ArcGIS Spatial Analyst for ArcGIS Pro Enterprise License	\$2,500.00
	ArcGIS Workflow Manager for ArcGIS Pro Enterprise License	\$2,500.00
	ArcGIS Image Analyst for ArcGIS Pro Enterprise License	\$2,500.00
	ArcGIS LocateXT for ArcGIS Pro Enterprise License	\$2,500.00
	ArcGIS Pro Enterprise Extensions License	\$7,500.00
	ArcGIS Pipeline Referencing for ArcGIS Pro Enterprise License	\$10,000.00
9	<b>ArcGIS Pro Extensions for Enterprise - Maintenance Pricing</b>	
	ArcGIS 3D Analyst for ArcGIS Pro Enterprise Maintenance	\$500.00
	ArcGIS Data Interoperability for ArcGIS Pro Enterprise Maintenance	\$500.00
	ArcGIS Data Reviewer for ArcGIS Pro Enterprise Maintenance	\$500.00
	ArcGIS Geostatistical Analyst for ArcGIS Pro Enterprise Maintenance	\$500.00
	ArcGIS Network Analyst for ArcGIS Pro Enterprise Maintenance	\$500.00
	ArcGIS Publisher for ArcGIS Pro Enterprise Maintenance	\$500.00
	ArcGIS Spatial Analyst for ArcGIS Pro Enterprise Maintenance	\$500.00

	ArcGIS Workflow Manager for ArcGIS Pro Enterprise Maintenance	\$500.00
	ArcGIS Image Analyst for ArcGIS Pro Enterprise Maintenance	\$500.00
	ArcGIS LocateXT for ArcGIS Pro Enterprise License	\$500.00
	ArcGIS Pro Enterprise Extensions Maintenance	\$1,250.00
	ArcGIS Pipeline Referencing for ArcGIS Pro Enterprise Maintenance	\$2,500.00
<b>9</b>	<b>ArcGIS Pro Extensions for Enterprise - Term Licenses</b>	
	ArcGIS 3D Analyst for ArcGIS Pro Enterprise Term License	\$600.00
	ArcGIS Data Interoperability for ArcGIS Pro Enterprise Term License	\$600.00
	ArcGIS Data Reviewer for ArcGIS Pro Enterprise Term License	\$600.00
	ArcGIS Geostatistical Analyst for ArcGIS Pro Enterprise Term License	\$600.00
	ArcGIS Network Analyst for ArcGIS Pro Enterprise Term License	\$600.00
	ArcGIS Publisher for ArcGIS Pro Enterprise Term License	\$600.00
	ArcGIS Spatial Analyst for ArcGIS Pro Enterprise Term License	\$600.00
	ArcGIS Workflow Manager for ArcGIS Pro Enterprise Term License	\$600.00
	ArcGIS Image Analyst for ArcGIS Pro Enterprise Term License	\$600.00
	ArcGIS LocateXT for ArcGIS Pro Enterprise Term License	\$600.00
	ArcGIS Pro Enterprise Extensions Term License	\$1,800.00
	ArcGIS Pipeline Referencing for ArcGIS Pro Enterprise Term License	\$4,000.00
<b>9.1</b>	<b>ArcGIS Runtime Extensions</b>	
	ArcGIS Runtime Analysis Extension for ArcGIS Enterprise License	\$1,000.00
	ArcGIS Runtime Analysis Extension for ArcGIS Enterprise Maintenance	\$200.00
	ArcGIS Runtime Analysis Extension for ArcGIS Enterprise Term License	\$200.00
<b>Online GIS</b>		
<b>10</b>	<b>ArcGIS Online User Types - Term License Prices</b>	
	ArcGIS Online (Viewer) Named User Level 1 Term License	\$100.00
	ArcGIS Online (Creator) Named User Level 2 Term License	\$500.00
	ArcGIS Online Editor Term License	\$200.00
	ArcGIS Online Field Worker Term License	\$350.00
	ArcGIS Online Storyteller Term License	\$100.00
	ArcGIS Online Insights Analyst Term License	\$500.00
	ArcGIS Online GIS Professional Basic Term License	\$700.00
	ArcGIS Online GIS Professional Standard Term License	\$2,750.00
	ArcGIS Online GIS Professional Advanced Basic Term License	\$3,800.00
	ArcGIS Online Additional Service Credits—Block of 1,000	\$100.00
<b>10</b>	<b>ArcGIS Apps for use with ArcGIS Online- Term Licenses</b>	
	ArcGIS Pro Advanced Online Term License	\$3,600.00
	ArcGIS Pro Basic Online Term License	\$500.00
	ArcGIS Pro Standard Online Term License	\$2,550.00
	ArcGIS Business Analyst Web App Online Term License	\$100.00
	ArcGIS Maps for Power BI for ArcGIS Online Term License	\$60.00
	ArcGIS Collector for ArcGIS Online Term License	\$60.00
	ArcGIS Community Analyst Web App Online Term License	\$100.00
	ArcGIS Drone2Map for ArcGIS Online Term License	\$1,500.00

	Esri Redistricting (USA Only) for ArcGIS Online Term License	\$4,500.00
	ArcGIS GeoPlanner for ArcGIS Online Term License	\$500.00
	ArcGIS Insights for ArcGIS in ArcGIS Online Term License	\$500.00
	ArcGIS Navigator for ArcGIS Online Term License	\$60.00
	ArcGIS QuickCapture for ArcGIS Online Term License	\$60.00
	ArcGIS Survey123 for ArcGIS Online Term License	\$60.00
	ArcGIS Tracker for ArcGIS Online	\$60.00
	ArcGIS Workforce for ArcGIS Online Term License	\$60.00
	ArcGIS CityEngine for ArcGIS Online Term License	\$2,000.00
<b>10</b>	<b>ArcGIS App Bundles - Term Licenses</b>	
	ArcGIS Online Essential Apps Bundle Term License	\$50.00
	ArcGIS Online Field Worker Apps Bundle Term License	\$150.00
	ArcGIS Online Office Apps Bundle Term License	\$100.00
	ArcGIS Urban Suite Bundle Term License	\$3,000.00
<b>10</b>	<b>ArcGIS Pro Extensions for Online - Term Licenses</b>	
	ArcGIS 3D Analyst for ArcGIS Pro Online Term License	\$600.00
	ArcGIS Data Interoperability for ArcGIS Pro Online Term License	\$600.00
	ArcGIS Data Reviewer for ArcGIS Pro Online Term License	\$600.00
	ArcGIS Geostatistical Analyst for ArcGIS Pro Online Term License	\$600.00
	ArcGIS Network Analyst for ArcGIS Pro Online Term License	\$600.00
	ArcGIS Publisher for ArcGIS Pro Online Term License	\$600.00
	ArcGIS Spatial Analyst for ArcGIS Pro Online Term License	\$600.00
	ArcGIS Workflow Manager for ArcGIS Pro Standard or Advanced Online Term License	\$600.00
	ArcGIS Image Analyst for ArcGIS Pro Online Term License	\$600.00
	ArcGIS LocateXT for ArcGIS Pro Online Term License	\$600.00
	ArcGIS Pro Online Extensions Term License	\$1,800.00
	ArcGIS Pipeline Referencing for ArcGIS Pro Online Term License	\$4,000.00
	ArcGIS Defense Mapping for ArcGIS Pro Online Term License	\$4,000.00
	ArcGIS Production Mapping for ArcGIS Pro Online Term License	\$4,000.00
	ArcGIS Aviation Airports for ArcGIS Pro Online Term License	\$2,000.00
	<b>ArcGIS Online Other</b>	
<b>10.1</b>	<b>ArcGIS Runtime Extensions</b>	
	ArcGIS Runtime Analysis Extension for ArcGIS Online Term License	\$200.00
<b>10.1</b>	<b>Business Analyst Web App - Term License Prices</b>	
	Esri Business Analyst WebApp - Annual Single Use Subscription	\$1,100.00
<b>10.1</b>	<b>Premium Feature Data Store</b>	
	ArcGIS Online Premium Feature Data Store M-1 Annual Term License	\$10,800.00
	ArcGIS Online Premium Feature Data Store M-2 Annual Term License	\$21,600.00
	ArcGIS Online Premium Feature Data Store M-3 Annual Term License	\$43,200.00
	ArcGIS Online Premium Feature Data Store M-1 Monthly Term License	\$1,000.00
	ArcGIS Online Premium Feature Data Store M-2 Monthly Term License	\$2,000.00
	ArcGIS Online Premium Feature Data Store M-3 Monthly Term License	\$4,000.00
<b>10.1</b>	<b>ArcGIS Hub</b>	

	ArcGIS Hub Premium ArcGIS Online Community Term License	\$10,000.00
	ArcGIS Hub Premium Additional 1,000 ArcGIS Online Community Creator Term License	\$1,000.00
	ArcGIS Hub Premium Additional ArcGIS Online Credits	\$100.00
	ArcGIS Hub Premium Unlimited ArcGIS Online Community Population Less than 1,000,000 Term License	\$40,000.00
	ArcGIS Hub Premium Unlimited ArcGIS Online Community Population Greater than 1,000,000 Term License	\$80,000.00
<b>Business Analytics</b>		
<b>Business Analytics - U.S. State Options</b>		
<b>11</b>	<b>ArcGIS Business Analyst Desktop - Maintenance Prices</b>	
	ArcGIS Business Analyst Desktop with US State Data Bundle Single Use Maintenance	\$8,560.00
	ArcGIS Business Analyst Desktop with US State Data Bundle Concurrent Use Maintenance	\$8,560.00
<b>11</b>	<b>ArcGIS Business Analyst Desktop with MPI Data - Maintenance Prices</b>	
	ArcGIS Business Analyst Desktop with US State Data Bundle with MPI Data Single Use Maintenance	\$14,450.00
	ArcGIS Business Analyst Desktop with US State Data Bundle with MPI Data Concurrent Use Maintenance	\$14,450.00
<b>11</b>	<b>Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Data Users - Maintenance Prices</b>	
	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 5 Total Data Users Maintenance	\$8,300.00
	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 10 Total Data Users Maintenance	\$12,800.00
	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 15 Total Data Users Maintenance	\$15,300.00
	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 25 Total Data Users Maintenance	\$17,600.00
	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 50 Total Data Users Maintenance	\$20,800.00
	Extended Data Users US State Data Bundle for ArcGIS Business Analyst Desktop Up to 100 Total Data Users Maintenance	\$25,900.00
<b>11</b>	<b>Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Data Users - Maintenance Prices</b>	
	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 5 Total Data Users Maintenance	\$11,000.00
	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 10 Total Data Users Maintenance	\$17,000.00
	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 15 Total Data Users Maintenance	\$20,500.00
	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 25 Total Data Users Maintenance	\$23,500.00
	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 50 Total Data Users Maintenance	\$27,700.00
	Extended Data Users US State Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 100 Total Data Users Maintenance	\$34,500.00
<b>Business Analytics - U.S. Regional Options</b>		
<b>11.1</b>	<b>ArcGIS Business Analyst Desktop</b>	
<b>11.1</b>	<b>ArcGIS Business Analyst Desktop - Maintenance Prices</b>	
	ArcGIS Business Analyst Desktop with US Regional Data Bundle Single Use Maintenance	\$13,720.00
	ArcGIS Business Analyst Desktop with US Regional Data Bundle Concurrent Use Maintenance	\$13,720.00

<b>11.1</b>	<b>ArcGIS Business Analyst Desktop with MPI Data - Maintenance Prices</b>	
	ArcGIS Business Analyst Desktop with US Regional Data Bundle with MPI Data Single Use Maintenance	\$20,920.00
	ArcGIS Business Analyst Desktop with US Regional Data Bundle with MPI Data Concurrent Use Maintenance	\$20,920.00
<b>11.1</b>	<b>Extended Data Users for US Regional ArcGIS Business Analyst Desktop Additional Data Users - Maintenance Prices</b>	
	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 5 Total Data Users Maintenance	\$12,500.00
	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 10 Total Data Users Maintenance	\$19,200.00
	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 15 Total Data Users Maintenance	\$23,000.00
	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 25 Total Data Users Maintenance	\$26,400.00
	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 50 Total Data Users Maintenance	\$31,200.00
	Extended Data Users US Regional Data Bundle for ArcGIS Business Analyst Desktop Up to 100 Total Data Users Maintenance	\$38,900.00
<b>11.1</b>	<b>Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Data Users - Maintenance Prices</b>	
	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 5 Total Data Users Maintenance	\$16,600.00
	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 10 Total Data Users Maintenance	\$25,600.00
	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 15 Total Data Users Maintenance	\$30,700.00
	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 25 Total Data Users Maintenance	\$35,200.00
	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 50 Total Data Users Maintenance	\$41,600.00
	Extended Data Users US Regional Data Bundle with MPI Data for ArcGIS Business Analyst Desktop and Server Up to 100 Total Data Users Maintenance	\$51,800.00
<b>Mobile GIS</b>		
<b>12</b>	<b>ArcPad - Single Use - Perpetual License</b>	
	Annual Maintenance for ArcPad Single Use License	\$250.00
<b>Developer Technology</b>		
<b>13</b>	<b>ArcGIS Engine - Maintenance</b>	
	Annual Maintenance for ArcGIS Engine Single Use License (without extensions)	\$100.00
	Annual Maintenance for ArcGIS Engine Single Use License (with one or more extensions)	\$400.00
	Primary Maintenance for ArcGIS Engine Concurrent Use License	\$250.00
	Secondary Maintenance for ArcGIS Engine Concurrent Use License	\$185.00
<b>13</b>	<b>ArcGIS Engine Extensions Maintenance</b>	
	Primary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$200.00

	Secondary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Schematics for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License	\$150.00
	Primary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$200.00
	Secondary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License	\$150.00
<b>13</b>	<b>ArcGIS Runtime Deployment Licenses - Perpetual Prices</b>	
	ArcGIS Runtime Basic - 50 Pack (Level 2 Named User) Single Use Deployment License	\$4,885.00
	ArcGIS Runtime Standard - 25 Pack Single Use Deployment License	\$7,327.00
	ArcGIS Runtime Advanced - 5 Pack Single Use Deployment License	\$7,327.00
	ArcGIS Runtime Analysis Extension - 5 Pack Single Use Deployment License	\$4,885.00
<b>13</b>	<b>ArcGIS Runtime Deployment Licenses - Maintenance Prices</b>	
	ArcGIS Runtime Basic - 50 Pack (Level 2 Named User) Single Use Deployment Maintenance	\$1,000.00
	ArcGIS Runtime Standard - 25 Pack Single Use Deployment Maintenance	\$1,500.00
	ArcGIS Runtime Advanced - 5 Pack Single Use Deployment Maintenance	\$1,500.00
	ArcGIS Runtime Analysis Extension - 5 Pack Single Use Deployment Maintenance	\$1,000.00
<b>13</b>	<b>ArcGIS Runtime Utility Network Extension - Prices</b>	
	ArcGIS Runtime Utility Network Extension 5 Pack Single Use Deployment License	\$4,000.00
	ArcGIS Runtime Utility Network Extension 5 Pack Single Use Deployment Maintenance	\$1,500.00
<b>13</b>	<b>ArcGIS Developer Subscription Plans - Single Use - Term License</b>	
	ArcGIS Developer Subscription - Builder Plan	\$1,319.00
	ArcGIS Developer Subscription - Professional Plan	\$1,759.00
	ArcGIS Developer Subscription - Premium Plan	\$3,224.00
	ArcGIS Developer Subscription - Enterprise Plan	\$4,201.00
<b>13</b>	<b>ArcGIS Online Developer Subscription</b>	
	ArcGIS Online Developer - Plan Level 1 Subscription	\$20.00
	ArcGIS Online Developer - Plan Level 2 Subscription	\$90.00
	ArcGIS Online Developer - Plan Level 3 Subscription	\$200.00
	ArcGIS Online Developer - Plan Level 4 Subscription	\$500.00
	ArcGIS Online Developer - Plan Level 5 Subscription	\$1,000.00
	ArcGIS Online Developer - Plan Level 6 Subscription	\$2,000.00
	ArcGIS Online Developer - Plan Level 7 Subscription	\$4,000.00
<b>Training</b>		
<b>15</b>	<b>Instructor-Led Training (ILT) - 2020 Prices</b>	
	Public Training Class (per day - per student)	\$700.00
	Private Training Event (per day - up to 15 students)	\$7,075.00
	Public 1/2 Day Workshop (per student)	\$205.00
	Private 1/2 Day Workshop (per ½ day - up to 20 students)	\$3,175.00
	Client Coaching (Per day - Up to 15 students)	\$5,970.00
	Technical Certification Exam Voucher	\$250.00

	Technical Certification Specialty Exam Voucher	\$150.00
	Mobile Lab	\$1,925.00
<b>15</b>	<b>Esri Training Pass - 2020 Prices</b>	
	Esri Training Pass per Day Up to 49 Days per Year - One Year Term	\$700.00
	Esri Training Pass per Day 50 Days or Greater per Year - One Year Term	\$665.00
<b>Other</b>		
<b>Support and Services</b>		
<b>16</b>	<b>Premium Support Services</b>	
	Premium Support Annual Use—Unlimited Incidents	\$44,300.00
	Premium Support Annual Use—Up to 10 Incidents	\$17,200.00
	Premium Support Additional Authorized Contact—Unlimited Incidents	\$11,400.00
<b>16.1</b>	<b>State and Local Government Public Safety Named Users*</b>	
<b>16.1</b>	*The Public Safety Named Users are available to State and Local Government Public Safety Agencies only. Specifically, law enforcement, emergency management, fire, emergency medical services, or dispatch. These agencies must qualify under Esri Public Safety Agency Program. Participation and purchase must be approved by the Esri Public Safety Team.	
	Public Safety Named User Program - ArcGIS Online Viewer in Continually Staffed Environment License	\$50.00
	Public Safety Named User Program - ArcGIS Online Creator in Continually Staffed Environment License	\$250.00
	Public Safety Named User Program - ArcGIS Online Editor in Continually Staffed Environment Term License	\$100.00
	Public Safety Named User Program - ArcGIS Online Field Worker in Continually Staffed Environment Term License	\$175.00
	Public Safety Named User Program - ArcGIS Enterprise Creator in a Continually Staffed Environment License	\$250.00
	Public Safety Named User Program - ArcGIS Enterprise Editor in Continually Staffed Environment Term License	\$100.00
	Public Safety Named User Program - ArcGIS Enterprise Field Worker in Continually Staffed Environment Term License	\$175.00
	Public Safety Named User Program - ArcGIS Online Viewer in a Surge Environment License	\$150.00
	Public Safety Named User Program - ArcGIS Online Creator in a Surge Environment License	\$750.00
	Public Safety Named User Program - ArcGIS Enterprise Creator in a Surge Environment License	\$750.00
	Public Safety Named User Program - ArcGIS Online Editor in a Surge Environment Term License	\$300.00
	Public Safety Named User Program - ArcGIS Online Field Worker in a Surge Environment Term License	\$525.00
	Public Safety Named User Program - ArcGIS Enterprise Editor in a Surge Environment Term License	\$300.00
	Public Safety Named User Program - ArcGIS Enterprise Field Worker in a Surge Environment Term License	\$525.00
	ArcGIS LocateXT for ArcGIS GIS Staging Server Advanced (Windows) Up to Four Cores License	\$4,885.00

#### ADDENDUM TO BSRI AGREEMENT WITH THE STATE OF WEST VIRGINIA

Environmental Systems Research Institute, Inc. ("Bsri") and the State of West Virginia ("State") agree that this addendum amends all documents included in the agreement between Bsri and the State, identified as Agreement No. 325267, and any other documents incidental thereto.

The Parties Agree as follows:

1. **Order of Precedence:** Any references to an order of precedence are hereby deleted to the extent that they conflict with this provision. The order of precedence for documents included in this contract shall be as follows: This Addendum to Bsri Agreement with the State of West Virginia will be first in priority over all other documents contained in this contract. The WV-96 and WV-96A Agreement Addendums attached hereto as Exhibit A will be second in priority. Finally, all Bsri documents attached hereto as Exhibit B shall be third in order of priority or lower as that priority order is established within the Bsri documents.
2. **Professional Services:** All references to "Professional Services" are hereby deleted. These services must be competitively bid through the Purchasing Division.
3. **Managed Cloud Services:** All references to "Bsri Managed Cloud Services (EMCS)" are hereby deleted. These services must be competitively bid through the Purchasing Division.
4. **Training:** All references to "Training" are hereby deleted. These services must be competitively bid through the Purchasing Division.
5. **Enterprise Advantage Program:** All references to "Bsri Enterprise Advantage Program" and/or "EEAP" are hereby deleted. These services must be competitively bid through the Purchasing Division.
6. **Additional Quotes:** All references to "additional quotes" are hereby deleted. Bsri may only provide goods and services at the prices listed in this contract.
7. **Hardware:** All references to "hardware" and to "the sale of hardware" are hereby deleted. Hardware will not be sold under this Contract.
8. **Custom Software and Application Services:** All references to "Custom Software and Application Services" are hereby deleted. These services must be competitively bid through the Purchasing Division.
9. **Training Services:** All references to "Training Services" are hereby deleted. These services must be competitively bid through the Purchasing Division.
10. **Confidentiality:** All references to nondisclosure or confidentiality of this contract and corresponding documents that comprise the contract (including price lists) are hereby deleted. State contracts are public documents subject to the West Virginia Freedom of Information Act and contract disclosure laws and will be disclosed to the public through posting to the Purchasing Division's website, in hard copy or other electronic form to be provided by the the Purchasing Division.



11. **Conflicting Terms in Unsigned Documents:** The State does not agree to any terms contained in unsigned documents that conflict with this Addendum or the WV-96 and WV-96A Agreement Addendums.

12. **Changes to Certain Documents:** The State and Esri agree that:

a. New or updated Software or Esri Data may require that additional and/or revised terms and conditions be incorporated into Esri documents. Any such additional and/or revised terms and conditions will be mutually agreed to by the parties and added to and incorporated in this Agreement by written amendment(s) to this Agreement. Esri will provide thirty (30) days advanced written notice of such changes. Licensee shall not install new or updated Software or Esri Data, and is not authorized to use or access new or updated Software or Esri Data until a written amendment incorporating such additional and/or revised terms is fully-executed by the parties. If the parties cannot agree on such changes, the Licensee may continue to use previously licensed version of the Software and/or Esri Data under the terms and conditions previously agreed to at the time the Licensee entered into the relevant agreements. This requirement will not apply to the Esri Price List, which shall be updated in accordance with Section 9.1 Pricing in Master Purchase Agreement No. 325267.

b. Licensee's use of Data licensed by a party other than Esri and furnished by Esri hereunder ("Third Party Data") shall also be subject to the terms of the third party licensor's license terms accompanying the Third Party Data or posted on the Third Party Data licensor's web site, as such license terms may be updated from time to time by the Third Party Data licensor. Notwithstanding the foregoing, the State does not agree to any terms contained in unsigned third-party documents that conflict with this Addendum to Esri Agreement with State of West Virginia or, the WV-96 and WV-96A Agreement Addendums. New or updated Third Party Data may require that additional and/or revised Esri authored terms be incorporated and such additional and/or revised Esri authored terms will be mutually agreed to by the parties and added to and incorporated in this Agreement by written amendment(s) to this Agreement. Esri will provide thirty (30) days advance written notice of Esri authored changes to the terms. Licensee shall not install new or updated Third Party Data, and is not authorized to use or access new or updated Third Party Data until a written amendment incorporating Esri authored additional and/or revised terms is fully-executed by the parties. If the parties cannot agree on such changes, the Licensee may continue to use previously licensed version of the Software and/or Esri Data under the terms and conditions previously agreed to at the time the Licensee entered into the relevant agreements.

13. **Privacy:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privac/default.html>, attached hereto and made part of this Agreement, as amended by the attached Privacy Addendum.

a. WV Confidentiality Policy section 4.4 is replaced with the following:

4.4 If there is an incident that involves theft, loss, or compromise of State Confidential Information, the following reporting and/or actions may be taken by the vendor, on its own behalf, or on behalf of its subcontractor:

4.4.1 If the event involves a theft, or is incidental to another crime, appropriate law enforcement officials may be notified and a police report may be generated to document the circumstances of the crime, with a goal to establish whether the crime involved a motive to obtain the sensitive data. A copy of the police report may be forwarded in accordance with 4.4.2.3.

14. Antitrust: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

15. Background Check: The State may request that a Service providers' employees complete a criminal background check prior to accessing sensitive or critical information or being present at the Capitol complex. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

The Parties are signing this Addendum on the date stated below the signature.

Environmental Systems Research  
Institute, Inc.  
("Vendor" or "Esr")

By: Timothy Brazeal  
Its: Manager, Commercial & Government Contracts

Date: July 27, 2018

State Agency

By: Gascombe Blake  
Its: Director And State Geologist

Date: July 31, 2018

WV Attorney General's Office

By: Deputy Attorney General  
Its: Deputy Attorney General

Date: 8/20/18

WV Purchasing Division

By: L. M. G.  
Its: Director

Date: 08/03/18

**Notice of State of West Virginia  
Confidentiality Policies and Information Security Accountability Requirements**

**1.0 INTRODUCTION**

The Executive Branch has adopted privacy and information security policies to protect confidential and personally identifiable information (hereinafter all referred to as Confidential Information). This Notice sets forth the vendor's responsibilities for safeguarding this information.

**2.0 DEFINITIONS**

- 2.1 Breach** shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.
- 2.2 Confidential Information**, shall include, but is not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account number, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, employee marital status, employee maiden name, etc.
- 2.3 Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

**3.0 BACKGROUND**

Agencies maintain Confidential Information, including, but not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account numbers, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, etc. Federal laws, including, but not limited to, the Health Insurance Portability and Accountability Act, the Privacy Act of 1974, Fair Credit Reporting Act and State laws require that certain information be safeguarded. In some situations, Agencies delegate, through contract provisions, functions to vendors that involve the vendor's collection, use and/or disclosure of Confidential Information. WV State government must take appropriate steps to ensure its compliance with those laws and desires to protect its citizens' and employees' privacy, and therefore, must require that its vendors also obey those laws.

Utilization of safeguards can greatly minimize potential exposure to sensitive information, and vendors are expected to adhere to industry standard best practices in the management of data collected by, or on behalf of, the State, and in the vendor's possession for a business purpose. Even when sound practices and safeguards are in use, exposures can occur as the result of a

**Notice of State of West Virginia**  
**Confidentiality Policies and Information Security Accountability Requirements**

theft, loss, or compromise of data, or systems containing data. At these times, vendors must be accountable for the loss of data in their possession by *immediately reporting* the incident surrounding the loss, and by absorbing any cost associated with the appropriate response actions deemed by the State to be reasonable and necessary. Additional vendor funding may be needed for required activities, such as: rapid notification to affected persons, and provision of a call center to handle inquiries. Notification and call handling will use a State-specified method, format, language, and personnel staffing level.

**4.0 POLICY**

- 4.1 All vendors for the Executive Branch of West Virginia State government shall sign both the RFP or RFQ, as applicable, and the Purchase Order which contain the confidentiality statement, incident response accountability acknowledgement, and adopt this policy by reference.
- 4.2 Vendors must contact the Privacy Officer of the Agency with which they are contracting to obtain Agency-specific privacy policies, procedures and rules, when applicable.
- 4.3 For vendors' information, Agencies generally require at least the following minimum standards of care in the handling of their Confidential Information:
  - 4.3.1 Confidential information shall only be used or disclosed for the purposes designated in the underlying contract and at no time shall it be disclosed or used for a personal, non-work or non-contract related reason, unless specifically authorized in writing by the Agency.
  - 4.3.2 In all circumstances, vendors shall have no ownership rights or interests in any data or information, including Confidential Information. All data collected by the vendor on behalf of the Agency, or received by the vendor from the Agency, is owned by the Agency. There are no exceptions to this provision.
  - 4.3.3 In no circumstance shall a vendor use Confidential Information, or data, in any way detrimental to the Agency or to any individual whose records reside in the vendor's control. This prohibition shall not be construed to curtail a vendor's whistleblower rights under Federal and State law. If, in the process of making a good faith report under the provisions of W. Va. Code § 6C-1-1 et seq. or the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), (Pub. L. No. 104-191) as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the Federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA") or any other relevant whistleblower law, a vendor finds it necessary to

**Notice of State of West Virginia**  
**Confidentiality Policies and Information Security Accountability Requirements**

disclose Confidential Information to an appropriate authority in accordance with those statutes, the disclosure will not be treated as a Breach of the Agency's security, privacy or confidentiality policies, as long as the confidential nature of the Information is explicitly conveyed to the authorized recipient.

**4.3.4** The State may periodically monitor and/or audit use of the information systems and other record-keeping systems at a vendor location or a State location in an effort to ensure compliance with this policy. In addition, the State may audit, and require strengthening of, vendor policies and/or practices as they impact security of State data within the vendor's possession.

**4.3.5** Any collection, use or disclosure of Information that is determined by the Agency to be contrary to the confidentiality statement, law or Agency policy may result in termination of the underlying contract.

**4.3.6** The confidentiality and incident response accountability statement contained within the RFP or RFQ, as applicable, and the Purchase Order shall survive termination of the underlying contract.

**4.4** If there is an incident that involves theft, loss, or compromise of State Confidential Information, the following reporting and/or actions must be taken by the vendor, on its own behalf, or on behalf of its subcontractor:

**4.4.1** If the event involves a theft, or is incidental to another crime, appropriate law enforcement officials shall be notified and a police report generated to document the circumstances of the crime, with a goal to establish whether the crime involved a motive to obtain the sensitive data. A copy of the police report will be forwarded in accordance with 4.4.2.3.

**4.4.2** Notification of Breach.

**4.4.2.1** Upon the discovery of Breach of security of Confidential Information, if the Confidential Information was, or is reasonably believed to have been, acquired by an unauthorized person, the vendor shall notify the individuals identified in 4.4.2.3 immediately by telephone call plus e-mail, web form or fax; or,

**4.4.2.2** Within 24 hours by e-mail or fax of any suspected Security Incident, intrusion or unauthorized use or disclosure of Confidential Information, in violation of the underlying contract and this Notice, of potential loss of confidential data affecting the underlying contract.

**4.4.2.3** Notification required by the above two sections shall be provided to:

**Notice of State of West Virginia  
Confidentiality Policies and Information Security Accountability Requirements**

(1) the Agency contract manager whose contact information may be found at [www.state.wv.us/admin/purchase/vrc/agency.html](http://www.state.wv.us/admin/purchase/vrc/agency.html) and,  
(2) unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov).

**4.4.2.4** The vendor shall immediately investigate such actual or suspected Security Incident, Breach, or unauthorized use or disclosure of Confidential Information. Within 72 hours of the discovery, if an actual Breach has occurred, the vendor shall notify the individuals identified in 4.4.2.3 of the following: (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data); (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or Confidential Information; (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized; (d) A description of the probable causes of the improper use or disclosure; and (e) Whether any Federal or State laws requiring individual notifications of Breaches are triggered.

**4.4.2.5** Agency will coordinate with the vendor to determine additional specific actions that will be required of the vendor for mitigation of the Breach, which may include notification to the individual or other authorities.

**4.4.2.6** All associated costs shall be borne by the vendor. This may include, but not be limited to costs associated with notifying affected individuals.

**4.5** The State may require that a vendor provide evidence of adequate background checks, including a nationwide record search, for individuals who are entrusted by the vendor to work with State information.

**4.6** The State requires that any vendor taking possession of State data have comprehensive policies and practices to adequately safeguard that information, and further that the sensitivity of the information is clearly identified and documented in writing, with signed acknowledgement by the vendor that the sensitivity is understood, before it is conveyed to the vendor. Vendor policy should articulate all safeguards in place for the State information, including provisions for destruction of all data, including backup copies of the data, at the end of the vendor's legitimate need to possess the data. All State-owned media containing State information will be returned to the State when no longer legitimately needed by the vendor.

**4.7** All vendor owned devices that contain or transport any State Confidential Information must be encrypted using the AES algorithm, and an industry

**Notice of State of West Virginia  
Confidentiality Policies and Information Security Accountability Requirements**

standard methodology. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.

**Privacy Addendum**

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## PRIVACY ADDENDUM

### DEFINITIONS

"Breach" shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.

"Confidential Information" shall include, but is not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account number, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, employee marital status, employee maiden name, etc.

"Security Incident" means any known successful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

The Agreement is hereby amended to include the following language regarding Protected and Controlled Information:

1. Licensee shall not use ArcGIS Online Services to upload, store, or process sensitive personally identifiable information (PII) including social security numbers, driver's license numbers, protected health information (i.e., any information that would be termed "protected health information" under the provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) ("PHI"), unclassified controlled technical information as described in Defense Federal Acquisition Regulation Supplement 202.204-7012 ("UCIT"), Federal or State Tax Information, Payment Card Industry data, FERPA data or any information controlled by International Traffic in Arms Regulations ("ITAR") under this Agreement. These data shall be termed sensitive PII.
2. The parties shall not exchange, deliver or grant access to sensitive PII under this Agreement unless: (i) the disclosing party first provides written notice of its intention to deliver such protected information to the receiving party, (ii) receives prior written consent from the intended recipient party that it will accept such protected information (iii) the parties agree on designated person(s) for the recipient party as the only people who can accept delivery of such protected information and (iv) any legally required agreement is executed by both parties. For the avoidance of doubt, consent to receive any protected information is in the sole discretion of the intended recipient and refusal to provide such consent shall not be a breach or default under this Agreement. Any required privacy or protected information related notice or consent request from the State of West Virginia must be sent to the attention of the Director of Contracts & Legal, East, 300 New York, Highlands, CA 92572.

The Agreement is hereby amended to modify the following sections of the Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements (hereinafter "WV Confidentiality Policy"):

1. The WV Confidentiality Policy section 3.0, second paragraph, is modified as follows:

Utilization of safeguards can greatly minimize potential exposure to sensitive information, and Earl is expected to adhere to industry standard practices in the management of data collected by, or on behalf of, the State, and in Earl's possession for a business purpose. Even when sound practices and safeguards are in use, exposures can occur as the result of theft, loss, or compromise of data, or systems containing data. At these times, Earl must be accountable for the loss of State's data in their possession by immediately reporting the incident to the State surrounding the loss, and by absorbing any costs associated with the appropriate response actions, which are reasonable given the circumstances. Earl will be responsible for costs of the remediation efforts to Earl's systems that are selected for implementation by Earl. Notification and call handling may use an industry standard method, format, language, and personnel staffing level. Immediately reporting shall mean that Earl will make commercially reasonable efforts to report the incident as soon as the incident is discovered but no later than 24 hours after discovery.

2. WV Confidentiality Policy section 4.1 is replaced with the following:

Earl shall sign the Purchase Order which contains and/or signifies an acceptance of the confidentiality statement, incident response accountability acknowledgement, and adopt this policy by reference.

3. WV Confidentiality Policy section 4.2 is replaced with the following:

Earl shall comply with Executive Branch Privacy Policies as reflected below in this addendum as follows:

With respect to the WV Executive Branch Accountability Policy Earl shall:

- Maintain the Chief Privacy Officer role with the responsibility of operating the corporate privacy program, as outlined in the Earl privacy policy at <http://www.earl.com/privacy>. Evidence of maintaining this program shall be provided through Earl's continued certification for Data Harbor compliance and/or its equivalent;
- Deliver privacy awareness training to all members of its workforce;
- Ensure that all members of the workforce sign an appropriate confidentiality agreement. Ensure that all relevant subcontractor contracts contain appropriate confidentiality terms;
- Apply appropriate sanctions against members of the workforce, vendors and all other individuals performing functions on behalf of Earl, who fail to comply with the Earl's privacy policies and procedures; and,

- Maintain compliance processes to monitor and ensure conformity with policies and procedures regarding safeguarding information and offer a mechanism by which Earl's workforce can address privacy concerns.

With respect to the WV Executive Branch Consent Policy, Earl shall:

- Maintain its policy, as reflected in its Privacy Statement found at <http://www.earl.com/legal/privacy-statement> and,
- Not collect, use or disclose PII in a manner inconsistent with its Privacy Statement, unless it has first obtained the individual's additional consent for the use or disclosure or the additional use is required by law.

With respect to the WV Executive Branch Minimum Necessary and Limited Use Policy, Earl shall:

- Limit the collection, and disclosure of PII to its legal authority. Additionally, Earl should only collect or disclose those elements of PII that are reasonably needed to accomplish a legitimate objective, except where law or public policy directs otherwise.

With respect to the WV Executive Branch Notice Policy, Earl shall:

- Maintain an ArcGIS Online privacy policy stated in the link <http://www.earl.com/legal/privacy-statement>.

With respect to the WV Executive Branch Security Safeguards Policy, Earl shall:

- Maintain reasonable security and ensure compliance with NIST Special Publication 800-53;
- Continue to maintain its security safeguards for ArcGIS Online in accordance with the FISMA guidelines for a LOW categorized system. Earl will continue to maintain its current FISMA accreditation to reflect this effort, or provide equivalent evidence to the same.

Earl shall comply with all applicable state and federal privacy laws. Earl shall sign applicable privacy agreements, including but not limited to the WV Business Associate Agreement, if applicable, or Earl shall not access sensitive PII or other confidential data. Earl must work with WVOT and the Agency Privacy Officer to determine which Privacy policies/agreements and NDA agreements require signatures.

#### 4. WV Confidentiality Policy section 4.2.4 is replaced with the following:

In an effort to ensure compliance with this policy, Earl will provide assurance reports which will be based on an independent audit of Earl's information systems and security safeguards, or internal documentation showing the same. In addition, the State may request strengthening of, Earl policies and/or practices as they impact security of State data within the Earl's possession. Earl will work with the State in good faith to meet this objective.

**6. WV Confidentiality Policy section 4.3.5 is modified as follows:**

Esri may collect Agency information as part of a technical support call. Esri may only collect the minimum agency information necessary to provide the technical support and the collected data will not be used for any other purpose such as marketing or data mining. Any collection, use or disclosure of information that is determined by the Agency to be contrary to the confidentiality statement, law or Agency policy may result in termination of the underlying contract.

**6. WV Confidentiality Policy section 4.3.6 is modified as follows:**

The confidentiality and incident response accountability statements incorporated by reference or contained in the Purchase Order shall survive termination of the underlying contract until all confidential information has been returned, destroyed or rendered inaccessible. The State will work with Esri for the return, destruction or rendering inaccessible of confidential information within 60 days of the termination of the contract.

**7. WV Confidentiality Policy section 4.4.2 is modified as follows:**

**4.4.2.1** Upon the discovery of Breach of security of Confidential Information, if the Confidential Information was, or is reasonably believed to have been acquired by an unauthorized person, Esri shall make reasonable efforts to notify the individuals identified in 4.4.2.5 immediately, but in no event later than 24 hours by e-mail, web form or fax; Esri will also contact the State by telephone call if the Breach is limited to only Confidential Information under the control of the State and does not involve any other third party Confidential Information; or,

**4.4.2.2** Within 24 hours e-mail, web form or fax if there is a reasonable suspicion, or ongoing investigation of a Security Incident; or an intrusion or unauthorized use or disclosure of Confidential Information; Esri will also contact the State by telephone call if the Breach is limited to only Confidential Information under the control of the State and does not involve any other third party Confidential Information.

**4.4.2.3** For Breaches only involving State Confidential Information, notification required by the above two sections shall be provided to: (1) the Agency contact manager whose contact information may be found at [www.state.wv.us/it/breaches/irincidentoid.htm](http://www.state.wv.us/it/breaches/irincidentoid.htm) and, (2) unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov). For Breaches involving multiple customers, Esri will provide notification using the organizational contact information on file. Esri's mass notification process is unable to accommodate additional points of contact for this type of notification.

**4.4.2.4** Esri shall immediately investigate such actual or suspected Security Incident, Breach, or unauthorized use or disclosure of Confidential Information. Esri will coordinate with appropriate parties to investigate the security breach and take commercially reasonable

steps for remediation based on Eari's assessment of risk. Within 72 hours of the discovery, if an actual breach has occurred, Eari shall notify the individuals identified in 4.4.2.3 of the following (to the extent that Eari has the information): (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data); (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or Confidential Information; (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized; (d) A description of the probable causes of the improper use or disclosure; and (e) Whether any Federal or State laws requiring individual notifications of Breaches are triggered.

4.4.2.5 Agency will coordinate with Eari to determine additional specific actions that will be required of Eari for mitigation of the Breach, which may include notification to the individual or other authorities. Agency may use its option to terminate if it does not agree with Eari's plan of action for mitigation. Eari will provide updates to Licensees with applicable information on a mutually agreed upon schedule. Eari agrees that it shall not inform any third party of breach of customer's information and data without first obtaining customer's prior written consent, unless required by law or court order.

**8. WV Confidentiality Policy section 4.7 is replaced with the following:**

All Eari owned mobile devices that contain or transport any State Confidential Information must be encrypted using an industry standard AES-256 bit encryption methodology.

**9. Right to Audit**

Upon the Licensee's written request, Eari may provide to the Licensee applicable security information that describes Eari's information security program in relation to products and/or services being provided by Eari pursuant to this Agreement. Available security information may include attestations (e.g. Cloud Security Alliance's (CSA) Cloud Control Matrix (CCM) and Standard Information Gathering (SIG) Questionnaire), third party audits (e.g. Statement on Standards for Attestation Engagements (SSAE) No. 18 audit report) and/or accreditations (e.g., FISMA and FedRAMP).

**Exhibit A – WV-96 and WV-96A**

## AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia, except that US federal law shall govern in matters of intellectual property. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is 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 Vendor.
5. **PAYMENT** - Any reference to prepayment are deleted. Payment will be in arrears, except for software licenses and maintenance which can be paid monthly or annually in advance.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default. Notwithstanding the foregoing, services that have been paid for during the term of this agreement may be rendered through the performance date set forth in those services orders.
9. **STATUTE OF LIMITATIONS** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement. Notwithstanding the foregoing, Vendor reserves the right to assign the agreement based on a sale of all or substantially all of its assets, without the written consent of the Agency.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property. EXCEPT AS PROVIDED IN ARTICLE 5 OF ESRP's General License Terms and Conditions - INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF ESRP, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED TWO (2) TIMES THE DOLLAR VALUE PAID BY VENDOR TO THE STATE OF WEST VIRGINIA UNDER THE CONTRACT IN THE PRECEDING 12 MONTHS OR \$750,000.00, WHICHEVER IS GREATER. HOWEVER, ANY LIMITATION IS NULL AND VOID TO THE EXTENT IT PRECLUDES ANY ACTION FOR INJURY TO PERSONS OR DAMAGE TO PERSONAL PROPERTY.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** - All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:  
STATE OF WEST VIRGINIA

Sponsoring Unit: WV Geological Survey  
Signed: Barton M. Blake  
                    Barton M. Blake  
Title: Director and State Geologist  
Date: July 31, 2018

VENDOR

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.

Company Name: \_\_\_\_\_

Signed: TS

Title: \_\_\_\_\_

Timothy Brazel

Manager, Commercial & Government Markets

Date: July 27, 2018



## Exhibit B – ESRI Documents

# Master Purchase Agreement



Agreement No. 325267

This Master Purchase Agreement ("MPA" or "Agreement") is between the governmental entity ("Customer") identified below and Environmental Systems Research Institute, Inc. ("Esri"). This Agreement enables Customer to acquire Esri geographic information system Products, Product-related services, professional services, and training over a defined period of time.

This Agreement is composed of the following documents:

1. Master Purchase Agreement signature page, E800
2. State and Local MPA Terms and Conditions, E600
3. General License Terms and Conditions, E204
4. Esri Exhibit 1, Scope of Use, E300
5. Esri MPA Price List, TBD

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

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 [enter effective date].

STATE OF WEST VIRGINIA  
(Customer)

By: Barbara MBL  
Authorized Signature

Printed Name: Barbara Blake

Title: Director and State Geologist

Date: July 31, 2018

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC.  
(Esri)

By: Timothy Brezani  
Authorized Signature

Printed Name: Timothy Brezani  
Manager, Government & Commercial Contracts

Title: \_\_\_\_\_

Date: July 27, 2018

## Customer Contact Information

Contact: MARK ATKINS  
WV Forestry Division

Address: 304 Washington Street East

City, State, ZIP: Charlottesville, WV 25305

Telephone: 304-558-2307

Fax: 304-558-4115

Email: MARK.A.ATKINS@WV.GOV

**STATE AND LOCAL MPA TERMS AND CONDITIONS**  
**(E500 11/03/2016)**

**ARTICLE 1—DEFINITIONS**

All definitions in other parts of the MPA shall have the same meaning in this Esri MPA Terms and Conditions. In addition, the following definitions apply to this MPA:

- a. "Authorized Entity" means an agency, department, division, or political subdivision of the governmental entity authorized by Customer to order and acquire Products, Product-related services, and training under this Agreement.
- b. "License Agreement" means the applicable license agreement incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license>, composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300), and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri and Licensee that supersedes such electronically acknowledged license agreement.
- c. "Licensee" means the Customer or an Authorized Entity that places orders pursuant to this Agreement.
- d. "Products" means Software, Data, Online Services, and Documentation.

**ARTICLE 2—TERM OF AGREEMENT**

Licensee's right to purchase under this Agreement shall remain in effect for two (2) years from the effective date (the last date of execution) unless terminated earlier as set forth in Article 5—Termination; Cancellation. The term may be extended upon mutual written agreement. The term of any Product licenses ordered through this Agreement shall be as stated in the License Agreement. Esri may elect to not renew this Agreement should total orders for licenses, training, consulting, or custom application development not exceed fifty thousand dollars (\$50,000.00) per year or one hundred thousand dollars (\$100,000.00) for any two (2)-year period.

**ARTICLE 3—PRODUCT OFFERINGS**

**3.1 Discontinued and New Items.** Esri may, at its sole discretion, discontinue offering any Products and services included in this Agreement upon the submittal of an updated MPA Price List. Esri may, at its sole discretion, offer new Products, services, or larger quantity discount pricing by the submittal of an updated MPA Price List.

**3.2 License Agreement.** Esri may require additional or different license terms prior to the use of new Products or services. Such additional terms shall be available on Esri's website, included with a quote, or included with the deliverable Products and found at <http://www.esri.com/legal>. The then-current License Agreement shall become part of this Agreement upon (i) ordering Products or services or (ii) thirty (30) days after Licensee's receipt of Products or services, whichever is sooner.

**3.3 Enterprise Agreement.** An Enterprise Agreement is a multiyear offering for a package of Esri Offerings and additional license deployment grants, tailored to the Authorized Entity. When an Enterprise Agreement is requested, Esri will prepare a proposal letter for the Authorized Entity, which will include the Esri Offerings package, price, duration, and quantity. The Authorized Entity may purchase an Enterprise Agreement under the terms and conditions of this MPA and the additional terms and conditions for the Enterprise Agreement. The additional terms and conditions for the Enterprise Agreement will be between the Authorized Entity and Esri. The Enterprise Agreement option is included in the MPA Price List.

**ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE**

The license grant and permitted uses specified in Article 3 and Article 4 of the License Agreement are restricted to use within the continental United States; Hawaii; Alaska; and US territories, excluding Puerto Rico and the US Virgin Islands.

## ARTICLE 5—TERMINATION; CANCELLATION

### 5.1 Termination

- a. **Termination for Convenience.** This Agreement may be terminated by either party upon forty-five (45) days' written notice. 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 this Agreement with respect to Customer or any other Authorized Entity.
- b. **Termination for Material Breach.** Without prejudice to any other right or remedy available, this Agreement may be terminated for material breach, provided the breaching party is given thirty (30) days' written notice. Termination of this Agreement shall be effective upon written notice to Licensee if Licensee discloses any trade secret or other information proprietary to Esri in breach of this Agreement.
- c. **Licensee Obligations upon Termination.** 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. After termination, Licensee shall no longer be permitted to place orders under this Agreement.
- d. **Licensee Survival.** Upon expiration of this Agreement or voluntary termination of this Agreement, Licensee may continue to retain and use such licensed Products in accordance with the License Agreement. Licensee may then directly and separately contract for Product maintenance.

**5.2 Cancellation of an Order.** Purchase orders, other than for the initial purchase, may be canceled by Licensee in whole or in part, upon forty-five (45) days' written notice to Esri. There will be no cancellation charge for canceled Products unless such Products have been delivered. If Products have been shipped, the cancellation will require Licensee payment of return shipping costs. There are no refunds for cancellation of a subscription or maintenance if the term for the subscription or maintenance has started.

## ARTICLE 6—NO MINIMUM PURCHASE

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

## ARTICLE 7—ORDERS

**7.1 Licensee Purchase Orders.** Licensee shall issue purchase orders to Esri for Products or services based on the pricing specified in this Agreement. The terms and conditions of this Agreement shall govern all orders issued by Licensee. Any additional or different terms included with an order are void and of no legal effect even if Esri processes the order without taking exception to such additional or different terms.

**7.2 Purchase Order Requirements.** The following information shall 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. Primary site for maintenance if primary maintenance is *not* ordered
- d. Quantity, description, and unit price
- e. On the face of the purchase order, the following printed statement: "Subject to Master Purchase Agreement No. 325267."

**7.3 Additional Quotes.** Licensee may request a quote for any new or unlisted Products or services and issue a purchase order under this Agreement.

**7.4 Authorized Entity.** An Authorized Entity may order or acquire Products, Product-related services, professional services, or maintenance subject to the terms and conditions of this Agreement. Authorized Entities will be required to incorporate by reference the terms of this Agreement into any purchase order or other related ordering document. Esri shall not fill any purchase orders that do not adequately provide the information identified in Section 7.2.

## ARTICLE 8—RESERVED

## ARTICLE 9—PRICING

**9.1 Pricing.** Esri will provide Products, Product-related services, professional services, maintenance, and training specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated Esri Price List are exclusive of shipping, installation, and applicable taxes. Esri may update the Esri Price List by email notice no more than once each calendar quarter except prices for individual items may be updated by email at any time if they fall below Esri's GSA pricing.

**9.2 Custom Software and Application Services.** Custom software and application services are available on a time and materials or firm fixed price basis via a signed task order. The Custom Software, Technical Data, and Assistance License Addendum (E600) and the Time and Material Rate Schedule together comprise the applicable terms, staffing, and hourly labor rates (hourly rates applicable only for time and materials projects) for any such work to be performed under this Agreement. Labor rates are subject to annual escalation in January of each year. The scope of work and any additional terms are subject to mutual agreement in the task order. Information and arrangements regarding Custom Software and Application Services are available from the Implementation Services Program Manager, at 909-793-2853, extension 1546.

**9.3 Training Services.** Training will be provided in accordance with the policies defined at <http://www.esri.com> and the General License Terms and Conditions (E204) incorporated herein. Training prices are subject to annual escalation, not to exceed seven and one-half percent (7.5%) in January of each year.

**9.4 Freight.** Freight terms are FOB Origin with freight charges prepaid and added to the invoice. Standard shipping is by two (2)-day air via UPS or equivalent carrier. Expedited express delivery for Products can be arranged. Shipping and handling charges may be confirmed in advance; the Esri invoicing program will incorporate the current fees automatically. There may be periodic changes due to fluctuations in the transportation industry fees.

## ARTICLE 10—MAINTENANCE

Esri will provide maintenance, composed of updates and technical support as specified in the latest US Software Maintenance Program found on the Esri website at <http://esri.com/legal/maintenance>.

Maintenance is generally offered on an annual basis. Upon expiration of any complimentary maintenance year or any subsequent maintenance term, Licensee may issue a purchase order under this Agreement for renewal of maintenance at the terms and pricing then in effect. Upon acceptance of an Esri quotation, the purchase order shall be issued in advance or no later than concurrent with the present maintenance term. If an optional maintenance term lapses, Licensee must pay reinstatement fees equivalent to back maintenance fees calculated from the date of discontinuance to reinstate maintenance.

## ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

**11.1 Terms of Compensation.** Products will be invoiced one hundred percent (100%) upon delivery or supply of download codes. Online services will be invoiced one hundred percent (100%) upon issuance of authorization codes. Software installation, as applicable, will be invoiced upon completion. Training services shall be invoiced on the first day of class. Licensee agrees to pay each invoice in full within thirty (30) days of receipt of a valid invoice.

**11.2 Acceptance.** Unless rejected in writing, acceptance of any delivery of Products shall be presumed to have occurred upon download or not later than fifteen (15) days after delivery by Esri. Acceptance of online services occurs upon issuance of authorization codes. If Esri installation is ordered, acceptance occurs upon completion of Esri Products installation and testing, unless rejected in writing.

**11.3 Rejection of Order.** Esri may reject any purchase order if Licensee fails or refuses to pay any license or service fee due and payable.

## **ARTICLE 12—GENERAL PROVISIONS**

**12.1 Order of Precedence.** The General Provisions and Limitations of Liability provisions of the License Agreement shall apply to the entire Agreement unless specifically stated otherwise and are supplemented by the provisions set forth in this Article 12. In the event of a conflict between the terms of documents in this Agreement, the documents will have the following precedence: (i) Esri MPA Terms and Conditions (E500), and (ii) the License Agreement.

**12.2 Legal Notice.** Legal 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 written notice to the other party of the change.

**Licensee Contact:**

See signature page (E500)

**Esri Contact:**

Director, Contracts and Legal Services  
Esri  
380 New York Street  
Redlands, CA 92373-8100  
Phone: 909-798-2858  
Fax: 909-307-8020

## **ARTICLE 13—CONFIDENTIALITY**

Subject to Licensee's open records act, Product and services pricing information, including applicable discount rates, is considered Esri confidential and proprietary information. Except to support authorized license acquisitions, recipient shall not copy, disclose to any third party, or use any pricing information for other purposes or programs. Esri gives permission to Licensee to maintain the MPA Price List or Services Rate Schedule on the Licensee's intranet, subject to password protection.

This Article survives the expiration or termination of this Agreement.

## **ARTICLE 14—FORCE MAJEURE**

If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyber attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

# Master Agreement



Agreement No. 325267

This Master Agreement ("Agreement") is between the entity shown below ("Customer") and Environmental Systems Research Institute, Inc. ("Esri"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supercedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. The Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

STATE OF WEST VIRGINIA  
(Customer)

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC. (Esri)

Legal Address: 2 Mont Chatrau Rd. Morgantown, WV 26505

380 New York Street, Redlands, CA 92373-8100

By: Bascombe m Blake Jr  
Authorized Signature

By: Timothy Brazeal  
Authorized Signature

Printed Name: Bascombe Blake

Printed Name: Timothy Brazeal  
Manager, Customer & Government Contracts

Title: Director and State Geologist

Title: \_\_\_\_\_

Date: July 31, 2018

Date: July 27, 2018

## Customer Contact Information

Contact: MARK ATKINS  
WV DEPARTMENT OF ENVIRONMENTAL PROTECTION

Telephone: 304-558-2307

Address: 201 WASHINGTON STREET EAST

Fax: 304-558-4115

City, State, ZIP: CHARLESTON, WV 25305

Email: MARK.A.ATKINS@WV.GOV

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

## **1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS**

**1.1 Grant of Rights.** In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Deliverables or Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

**1.2 Consultant or Contractor Access.** Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of the Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

**1.3 Reservation of Rights.** All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

**1.4 Trial, Evaluation, and Beta Licenses.** Products acquired under a trial or evaluation license or subscription or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the evaluation term, Customer may lose any Customer Content and customizations made during the evaluation term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the end of Customer's evaluation period.

**1.5 Educational Programs.** Customer agrees to use Esri Offerings provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

**1.6 Grant Programs.** Customer may use Esri Offerings provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Esri Offerings, Customer shall not use Esri Offerings for revenue-generating or for-profit purposes.

**1.7 Other Esri Limited-Use Programs.** If Customer acquires Esri Offerings under any limited-use program not listed above, Customer's use of the Esri Offerings may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.



## 2.0 SOFTWARE

**2.1 License Types.** Esri licenses Software under the following license types; the Documentation and Ordering Documents identify which license type(s) applies to the ordered Software:

- a. **Concurrent Use License.** Customer may install and use the Software on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- b. **Deployment License.** Customer may incorporate ArcGIS Runtime components in Value-Added Applications and distribute the Value-Added Applications to Customer's end users.
- c. **Deployment Server License.** Customer may use the Software under a Server License for all uses permitted in the Agreement and as described in the Documentation.
- d. **Development Server License.** Customer may use the Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- e. **Development Use.** Customer may install and use the Software to build and test Value-Added Applications as described in the Documentation.
- f. **Dual Use License.** Customer may install the Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- g. **Fallover License.** Customer may install Software on redundant systems for fallover operations; but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- h. **Redistribution License.** Customer may reproduce and distribute the Software provided that
  1. Customer reproduces and distributes the Software in its entirety;
  2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
  3. Customer reproduces all copyright and trademark attributions and notices; and
  4. Customer does not charge a fee to others for the use of the Software.
- i. **Server License.** Customer may install and use the Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes fallover use, each Server License includes a Fallover License.
- j. **Single Use License.** Customer may permit a single authorized end user to install and use the Software on a single computer. Customer may permit the single authorized end user to install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- k. **Staging Server License.** Customer may use the Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

## 2.2 Permitted Uses

- a. Customer may
  1. Install, access, or store Software and Data on electronic storage device(s);
  2. Make archival copies and routine computer backups;
  3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the

aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use.

4. Move the Software in the licensed configuration to a replacement computer;
  5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
  6. Use server Software for Commercial ASP Use only if Customer has procured a Commercial ASP Use license or is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in Documentation.
  - c. Customer may use all fonts provided with the Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
  - d. Esri publishes Product-specific Software terms of use at <http://www.esri.com/legal/scope-of-use>

### 3.0 ONLINE SERVICES

**3.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. "Anonymous Users" means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Value-Added Applications. Customer may enable Anonymous Users to access Customer Content or Value-Added Applications by publishing them through the use of the Sharing Tools, included with Customer's authorized use of the Online Services.
- b. "App Login Credential(s)" means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use of Online Services.
- c. "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document.
- d. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.

**3.2 Online Services Descriptions.** Esri publishes Online Services subscription-specific terms of use at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.

### 3.3 Access to Value-Added Applications

- a. Named Users have unique, individual login credentials. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users.
- b. Customer may use its Online Services subscription to build Value-Added Applications for internal use by Named Users in accordance with the published Online Services descriptions.
- c. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Online Services subscription.
- d. Customer may not add third parties as Named Users to Customer's Online Services subscription. This restriction does not apply to third parties included within the definition of Named Users.
- e. Customer may not provide a third party with access to ArcGIS Online Services enabled through Customer's ArcGIS Online subscription other than through Customer's Value-Added Applications. This restriction does not apply to third parties included within the definition of Named Users.
- f. Customer may enable Anonymous Users to access Customer's Value-Added Applications running under Customer's own subscription, subject to the following terms:
  1. Customer may charge for such access under subscription types that permit use for commercial retail business purposes.
  2. Customer may embed an App Login Credential into Value-Added Applications to enable public use by Anonymous Users but may not embed a Named User Credential.

3. Customer is responsible for all Service Credits consumed in Anonymous Users' use of Customer's Value-Added Applications.
4. Customer is solely responsible for providing technical support for Customer's Value-Added Application(s).
5. Customer may not enable Anonymous Users to access Value-Added Applications that are intended for Customer's internal use only; Value-Added Applications used internally require each user to use Named User login credentials.

### 3.4 Customer's Responsibilities

- a. Customer is solely responsible for the development and operation of Customer Content and Value-Added Applications and for its Named Users' compliance with this Agreement. Customer and its Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Customer's subscription. Named Users' login credentials are for designated Named Users only and may not be shared with other individuals. Customer may reassign a Named User License if the former Named User no longer requires access to Online Services.
- b. Customer must include attribution acknowledging that its application uses Esri Online Services, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.
- c. Customer will ensure that Customer Content is suitable for use with Online Services and will maintain regular offline backups using the Online Services export and download capabilities.

**3.5 Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.

**3.6 Subscription Fee Changes.** Esri may change fees for subscriptions with a term greater than 1 month by notifying Customer at least 60 days prior to expiration of the then-current subscription term. Esri may change monthly subscription fees upon 30 days' notice. Outside the United States, the distributor may provide notice of rate changes.

**3.7 Sharing Customer Content.** If Customer elects to share Customer Content using Sharing Tools, then Customer acknowledges that Customer has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools or Online Services, Customer Content, ArcGIS Website, Documentation, or related materials. Customer's use of Sharing Tools is at Customer's sole risk.

**3.8 Limits on Use of Online Services, Service Credits.** Each Online Services subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

## 4.0 DATA

**4.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. "Business Listing Data" means any dataset that includes a list of businesses and may include other associated business attributes.
- b. "Eri Content Package(s)" means a digital file containing ArcGIS Online basemap content (e.g., raster map files, images, vector data) extracted from the ArcGIS Online basemap services.
- c. "Street Data" means Data that includes or depicts information about roads, streets, and related features.

## 4.2 Permitted Uses

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Customer may include representations of the Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG) in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise cache or download such Data.
- d. Esri does not acquire any rights in Customer Content under this Agreement.

## 4.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use the Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
  - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
  - 2. Synchronized multivehicle routing; or
  - 3. Synchronized route optimization.
- e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (for example, a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Eri MapStudio Data.* Customer may create, publicly display, and distribute maps in hard-copy or static electronic format for news-reporting purposes only.
- h. *Michael Bauer Research International Boundaries Data ("MBR Data"):* Customer's right to use data downloaded to the Customer's premises (e.g. MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

**4.4 Supplemental Terms and Conditions for Data.** Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at [www.esri.com/legal/third-party-data](http://www.esri.com/legal/third-party-data).

## **5.0 MAINTENANCE**

**US Customers:** Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

**Customers outside the United States:** Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

## **ATTACHMENT A GLOSSARY OF TERMS**

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

**"Affiliate"** means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party; where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"API"** means application programming interface.

**"ArcGIS Website"** means [www.arcgis.com](http://www.arcgis.com) and any related or successor websites.

**"Authorization Code(s)"** means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

**"Beta"** means any alpha, beta, or other prerelease version of a Product.

**"Cloud Services"** means Online Services and EMCS.

**"Commercial ASP Use"** means use as a commercial application service provider, that is, to generate revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.

**"Content"** means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources.

**"Control"** means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"Customer Content"** means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

**"Data"** means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, that Esri bundles with other Esri Offerings or delivers independently.

**"Deliverables"** means anything that Esri delivers to a Customer as a result of performance of Professional Services.

**"Documentation"** means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

**"Esri Managed Cloud Services" or "EMCS"** means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

**"Esri Offering(s)"** means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables provided on a firm fixed price basis and Training Materials. Esri Offerings exclude Services and Third-Party Content.

**"GIS"** means geographic information system.

**"Maintenance"** means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

**"Malicious Code"** means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

**"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique secure named user login credential (identity) enabling access to a Product that requires such identity to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.

**"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.

**"Named User License"** means the right for a single Named User to use a specific Esri Offering.

**"Online Services"** means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

**"Ordering Document(s)"** means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying the Esri Offerings, updates, or Services that Customer orders.

**"Perpetual License"** means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

**"Personal Use"** means personal, noncommercial use by an individual Customer. Personal Use excludes use for the benefit of any third party, including commercial, educational, governmental, or nonprofit entities.

**"Product(s)"** means Software, Data, and Online Services.

**"Professional Services"** means any development or consulting services that Esri provides to Customer.

**"Sample(s)"** means sample code, sample applications, add-ons, or sample extensions of Products.

**"Service(s)"** means Maintenance. If Esri provides EMCS, Training, or Professional Services directly to Customer, then Services also include EMCS, Training, and Professional Services.

**"Software"** means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

**"Specification(s)"** means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

**"Task Order(s)"** means an Ordering Document for Services.

**"Term License"** means a license for use of an Esri Offering for a limited time period ("Term").

**"Third-Party Content"** means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

**"Training"** means standard Product training that Esri provides under this Agreement.

**"Training Materials"** means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, and exams.

**"Value-Added Application(s)"** means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

## **ATTACHMENT B GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

### **ARTICLE 1—GENERAL USE RESTRICTIONS**

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Esri Offerings;
- b. Distribute or provide direct access to Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any part of the Esri Offerings to open-source or open-database license terms that require any part of the Esri Offerings to be:
  1. Disclosed in source code form to third parties;
  2. Licensed to third parties for the purpose of making derivative works; or
  3. Redistributable to third parties at no charge.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

### **ARTICLE 2—TERM AND TERMINATION**

**2.1** Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

**2.2** If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions in Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

**2.3** Upon any termination of a license or subscription, Customer will

- a. Stop accessing and using the terminated Esri Offerings;
- b. Clear any client-side data cache derived from the terminated Cloud Services; and



- c. Stop using and uninstall, remove, and destroy all copies of affected Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

#### ARTICLE 3—LIMITED WARRANTIES AND DISCLAIMERS

**3.1 Limited Warranties.** Except as disclaimed below, 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 and Services offered under a Perpetual License 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 and Services 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.

**3.2 Special Disclaimer.** Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation and Beta Products are delivered "as is" and without warranty of any kind.

**3.3 General Disclaimer.** Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

#### 3.4 Disclaimers

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including [www.esri.com](http://www.esri.com) and [www.arcgis.com](http://www.arcgis.com). Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

**3.5 Exclusive Remedy.** Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and 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.

#### ARTICLE 4—LIMITATION OF LIABILITY

**4.1 Disclaimer of Liability.** Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license or current subscription fees paid or owed to Esri for the Esri Offerings giving rise to the cause of action.

4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

4.3 **Applicability of Disclaimers and Limitations.** Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.

4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

#### **ARTICLE 5—INDEMNIFICATIONS**

5.1 **Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. "Claim" means any claim, action, or demand by a third party.
- b. "Indemnitees" means Customer and its directors, officers, and employees.
- c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to Esri Offerings or Services infringe a patent, copyright, trademark, or trade secret.
- d. "Loss(es)" means out-of-pocket loss, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

#### **5.2 Infringement Indemnity**

- a. Esri will defend and hold all indemnitees harmless from any infringement Claim and indemnify any Loss arising out of an Infringement Claim as set forth in the following paragraphs.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

5.3 **General Indemnity.** Esri will defend and hold all indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the indemnified parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

5.4 **Conditions for Indemnification.** As conditions for indemnification, indemnitees will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim for which Esri must indemnify Customer.

#### ARTICLE 6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
  1. Premises and operations;
  2. Blanket contractual liability;
  3. Broad form property damage;
  4. Independent contractors;
  5. Personal injury, with employee exclusion deleted; and
  6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

#### ARTICLE 7—SECURITY AND COMPLIANCE

7.1 **Security.** Esri publishes its security capabilities at <http://trust.esri.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at [securesupport@esri.com](mailto:securesupport@esri.com) for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

7.2 **Malicious Code.** Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

7.3 **Export Compliance.** Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

## ARTICLE 8—CLOUD SERVICES

**8.1 Prohibited Uses.** Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Spams, spoofs, or phishes email; transmits junk email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

**8.2 Service Interruption.** System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

### 8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperability between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either:
  - (i) Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
  - (ii) Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

**8.4 Removal of Customer Content.** Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at [www.esri.com/legal/dmca\\_policy](http://www.esri.com/legal/dmca_policy).

**8.5 Service Suspension.** Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

**8.6 Notice to Esri.** Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

## ARTICLE 9—GENERAL PROVISIONS

**9.1 Payment.** Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

**9.2 Feedback.** Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

**9.3 Patents.** Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

**9.4 Restrictions on Solicitation.** Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

**9.5 Taxes and Fees; Shipping Charges.** Fees that Esri quotes to Customer are exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; and shipping and handling charges. Esri will add any such taxes that it is required to remit to the total amount of its invoice to the Customer. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

**9.6 Compliance Review.** Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

**9.7 No Implied Waivers.** The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**9.8 Severability.** If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

**9.9 Successor and Assigns.** Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

**9.10 Survival of Terms.** The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

**9.11 US Government Customer.** The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR

Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of the Products under applicable public procurement law, such rights will extend only to the portions affected. Online Services are FISMA-Low authorized but do not meet higher security requirements including those found in DFARS 252.239-7010.

**9.12 Governing Law.** This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Non-government Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

**9.13 Dispute Resolution.** The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

**9.14 Force Majeure.** A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

**9.15 Independent Contractor.** Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

**9.16 Notice.** Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.  
Attn: Contracts and Legal Department  
380 New York Street  
Redlands, CA 92373-6100  
USA  
Tel.: 909-793-2853  
Email: [LocalNotices@esri.com](mailto:LocalNotices@esri.com)

E 300

## Product-Specific Terms of Use

### SOFTWARE

The following list identifies additional terms of use that apply to specific Software. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of this Agreement. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

#### Desktop Products

- ArcGIS Desktop (Advanced, Standard, or Basic) (26)
- ArcGIS Earth (35)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcPad (13)
- ArcReader (20)
- ArcGIS for Windows Mobile (15; 64)
- ArcGIS for Personal Use (3, 26)

#### Server Products

- ArcGIS Enterprise
  - Basic (17)
  - Standard or Advanced (17; 21; 31)
  - Workgroup Standard or Advanced (21; 28; 29; 30)
  - ArcGIS GIS Server (Standard or Advanced) (31)
  - ArcGIS GIS Server Basic (35)
  - ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30)
  - ArcGIS GIS Server Workgroup Basic (35)
  - ArcGIS GIS Server Extension
  - ArcGIS for Maritime Server (2)
  - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server (4)
- Esri Business Analyst for Server
  - Workgroup (28; 29; 30; 31; 39)
  - Enterprise (31; 39)
- World Geocoder for ArcGIS (67)

#### Developer Tools

- AppStudio for ArcGIS Standard (11, 16, 18)
- ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, Windows Phone), Qt, or WPF (16; 19)
- ArcGIS Runtime Basic Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (1)
- ArcGIS Runtime Basic, Standard, Advanced Levels and the Analysis Extension for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18)
- ArcGIS Engine Developer Kit and Extensions (16; 19; 22; 26)
- ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26)
- ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 18; 64; 66)
- ArcGIS Developer Subscription (24; 26)
- Esri File Geodatabase API (47)

#### Mobile

- Navigator for ArcGIS (14)

**Footnotes:**

1. May not be used to edit an enterprise geodatabase via Direct Connect.
2. Not for use in navigation.
3. Licensed for personal use only.
4. When used with ArcGIS Enterprise Workgroup
  - Limited to 1 four-core server.
  - Can be installed on a separate machine.
- 5-10. Reserved.
11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. Reserved.
13. Licensed as a Dual Use License.
14. May be used for navigational purposes.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under export regulation.
17. Customer shall not redistribute Oracle JDBC Driver or its documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement.
18. The Deployment License is per Value-Added Application per computer for stand-alone applications.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.
21. Customer may build Value-Added Applications for use by Customer's Named Users. Customer may not (i) embed Named User Credentials in Value-Added Applications or (ii) embed or use App Login Credentials in Value-Added Applications. Customer may permit (a) public access to Value-Added Applications without credentials or (b) access using unique, individual Named User login credentials.
22. a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and  
b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.
23. Reserved.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions; all other Software is licensed as a Single Use License.
25. Reserved.
26. The geodatabase is restricted to 10 gigabytes of Customer's data.
27. Reserved.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of 10 gigabytes of Customer's data.
31. Includes a Failover License.
32. Reserved.
- 33-38. Reserved.
39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.
- 40-46. Reserved.
47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.



48-53. Reserved.

54. ArcGIS for Windows Mobile deployments are licensed for use with ArcGIS Enterprise (Advanced or Standard), ArcGIS Enterprise Workgroup (Advanced), ArcGIS Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.

55-63. Reserved.

64. Value-Added Applications for web deployment must be used in conjunction with other Esri Products. Third-party technologies may also be used in conjunction with Value-Added Applications as long as the Value-Added Applications are always used in conjunction with other Esri Product(s).

65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.

66. For desktop applications, each license is per organization. For the purposes of this license, organization is equivalent to a principal registered unique domain identifier. Domain is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

67. Limited to 250,000,000 geocodes per annual subscription.

## ONLINE SERVICES

The following list identifies additional terms of use that apply to specific Online Services. Each Product listing identifies one or more footnotes that apply to that Product. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

- ArcGIS Online developer deployment subscriptions are available through multiple selling programs:
  - Commercial Retail, enterprise agreements, and Government Programs
    - + Free Subscription (1; 8; 10; 13; 16)
    - + Paid Subscription (1; 8; 10; 11; 13)
  - Education Programs (Free or Paid Subscriptions) (1; 3; 4; 6; 9; 10; 13; 16)
  - NGO/NPO, Press/Media Programs (Free or Paid Subscription) (1; 3; 4; 6; 9; 10; 13; 16)
- ArcGIS Online subscriptions are available through multiple Selling Programs:
  - Commercial Retail, EAAs, and Government Programs (1; 2; 3; 11; 12; 14; 17)
  - Education Programs (1; 2; 14; 16; 17)
  - Non-profit Programs (1; 2; 14; 16; 17)
- Public Plan
  - Commercial Retail; enterprise agreements; Government; NGO/NPO; Press/Media Programs (1; 4; 5; 6; 7; 8; 10; 15; 16)
  - Education Programs (1; 4; 5; 6; 7; 8; 10; 15; 16)

### Footnotes:

1. Customer may not store the geocoded results generated by World Geocoding Service without an ArcGIS Online subscription. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
2. May be used for any business purpose of Customer's organization.
3. May be used for development and test purposes for Customer's organization.
4. May be used for teaching purposes in educational organizations.
5. May be used for the benefit of Customer's qualified NGO/NPO organization.
6. May be used for the benefit of press or media organizations.
7. May be used for personal use.
8. Reserved.
9. Customer may enable third-party use of Value-Added Applications only by publicly sharing using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.
10. Customer is not permitted to create private groups or participate in any private groups.
11. Customer may make Value-Added Applications available to third parties for a fee.
12. Customer may use this subscription to create or participate in private groups.
13. Each subscription is limited to 1,000,000 geosearch transactions per month in conjunction with Customer's subscription. Transactions include both basemap data and geocode search transactions. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted toward the transaction limit. However, storage does consume Service Credits.
14. Each subscription is limited to 50,000,000 geosearch transactions in any 12-month period. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted toward the transaction limit. However, storage does consume Service Credits.
15. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.
16. Customer may not make Value-Added Applications available to third parties for a fee.
17. A Named User may embed its Named User Credential in an ArcGIS API for Python script solely for the purpose of automating a workflow to be used exclusively by this Named User whose Named User Credential is embedded in the script.



## STANDARD MAINTENANCE AGREEMENT

Box 200 New York St., Redlands, CA 92373-0200 USA • TEL 909-770-0000 • FAX 909-770-0000

Standard Maintenance Agreement No. 333781

This Standard Maintenance Agreement ("SMA") is between the customer named below ("Customer") and Environmental Systems Research Institute, Inc. ("ESRI"). Maintenance provided includes location of technical support, new version software, self-paced e-learning courses, hot fixes, patches, software updates, beta programs, and/or ESRI International User Conference registration, as more specifically described on the ESRI Maintenance and Support Program web page located at <http://www.esri.com/support/maintenance/standard>. Products that are eligible for maintenance can be found at <http://www.esri.com/locate/whomtomaintain/standard> ("Qualifying Products"). Maintenance is provided subject to the terms and conditions of Customer's signed ESRI license agreement, if any, or the license agreement found at <http://www.esri.com/locate/whomtomaintain/standard> (as applicable, the "License Agreement"), which is incorporated by reference.

### ARTICLE 1—TERM, TERMINATION, AND FEE

The initial term of this SMA will begin upon receipt of an order and will continue for twelve (12) consecutive months or the term of the(1) as noted in the applicable ESRI quotation. Thereafter, Customer may continue renewal maintenance at the then-current fee schedule.

Either party may terminate this SMA by giving the other party thirty (30) days' notice prior to the end of the maintenance term.

Ordering documents must include the following statement: "This order is subject to the terms and conditions of SMA 333781, Standard Maintenance Agreement No. 333781. All other terms and conditions are null and void."

### ARTICLE 2—WARRANTY, DISCLAIMER, REMEDY, AND LIMITATION OF LIABILITY

2.1 **Warranty and Disclaimer.** All technical support provided pursuant to this SMA shall be performed in a professional and workmanlike manner. ESRI will use commercially reasonable efforts to provide customer with a technical issue or provide a workaround, but ESRI does not guarantee that all technical issues can be fixed or resolved.

2.2 **General Disclaimer.** EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, AND NONCONFORMANCE. ESRI DOES NOT WARRANT AND DISCLAIMS THAT MAINTENANCE OR ANY SERVICES PROVIDED HEREUNDER WILL MEET CUSTOMER NEEDS; THAT CUSTOMER'S OPERATION WILL BE UNINTERRUPTED; ERROR FREE; FULLY TOLERANT; OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

2.3 **Remedy.** If ESRI fails to fulfill its obligations under this SMA, Customer's sole and exclusive remedy is the right to terminate this SMA immediately for affected Qualifying Products.

2.4 **Limitation of Liability.** IN NO EVENT SHALL ESRI BE LIABLE TO CUSTOMER FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; COMMITMENTS IN

CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL; OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS STANDARD MAINTENANCE AGREEMENT OR USE OF QUALIFYING PRODUCTS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

### ARTICLE 3—APPLICABLE LAWS

This SMA is governed by and construed in accordance with the laws of the state identified in the License Agreement without reference to conflict-of-laws principles, except that US federal law shall govern in matters of intellectual property.

### ARTICLE 4—ENTIRE AGREEMENT

This SMA 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 amendments(s) to this SMA must be in writing and signed by an authorized representative of each party.

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

STATE OF WEST VIRGINIA  
(Customer)

By: L. Michael Sheets  
Authorized Signature

Printed Name: L. Michael Sheets

Title: Director

Date: 05/03/18

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.  
(ESRI)

By: T-B  
Authorized Signature

Printed Name: Timothy Brazeal  
Manager, Commercial & Government Contracts

Title: \_\_\_\_\_

Date: July 27, 2018







**Fortinet Service Terms & Conditions**  
**For FortiCare, FortiGuard and other Fortinet Service Offerings**

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THESE TERMS AND CONDITIONS APPLY TO THE PROVISION OF SERVICES BY FORTINET AND EXCLUSIVELY GOVERN THE LEGAL RELATIONSHIP BETWEEN YOU (THE "CUSTOMER") AND FORTINET. IT SETS FORTH THE LEGALLY BINDING RIGHTS AND OBLIGATIONS OF THE CUSTOMER IN RELATION TO FORTICARE SUPPORT OR FORTIGUARD SUBSCRIPTION SERVICES OR OTHER FORTINET SERVICE OFFERINGS. THE CUSTOMER CONSENTS TO BE BOUND BY THESE TERMS AND CONDITIONS (THE "AGREEMENT"). THE CUSTOMER REPRESENTS THAT IT IS A SOPHISTICATED ENTITY, THAT HAS READ AND UNDERSTANDS THIS AGREEMENT AND HAS HAD SUFFICIENT OPPORTUNITY TO CONSULT WITH COUNSEL BEFORE AGREEING TO THE TERMS HEREIN. IF THE CUSTOMER DOES NOT AGREE TO THE TERMS, THE CUSTOMER SHOULD NOT ACCEPT THE AGREEMENT AND SHOULD CONTACT [LEGAL@FORTINET.COM](mailto:LEGAL@FORTINET.COM) TO REQUEST CHANGES TO THE AGREEMENT. THE CUSTOMER AGREES THAT ANY OF THE FOLLOWING ACTIONS BY CUSTOMER REPRESENTATIVES REPRESENT THE CUSTOMER'S AUTHORIZED CONSENT TO BE BOUND BY THIS AGREEMENT: (I) RECEIVING, DOWNLOADING, DEPLOYING OR USING ANY SOFTWARE PROVIDED IN CONNECTION WITH FORTINET SERVICES, (II) RECEIVING, CONFIGURING, LOGGING IN, REGISTERING OR OTHERWISE USING OR BENEFITTING FROM THE SERVICES, OR (III) BY CLICKING ON THE "ACCEPT" BUTTON UPON REGISTRATION (ANY OF (I), (II), OR (III) SHALL CONSTITUTE "ACCEPTANCE" BY CUSTOMER). THE CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PERSON ENGAGING IN (I), (II), AND/OR (III) IS AUTHORIZED TO BIND THE CUSTOMER TO THE TERMS HEREIN. FOR CLARITY, NOTWITHSTANDING ANYTHING TO THE CONTRARY, IF CUSTOMER IS USING AN AUTOREGISTRATION TOOL OR HAS ENGAGED A FORTIPARTNER OR FORTINET TO REGISTER THE SERVICE CONTRACT ON ITS BEHALF, CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AND ALL UNITS REGISTERED USING SUCH TOOL SHALL BE SUBJECT TO THIS AGREEMENT.

Services are available independently or in connection with the purchase of Fortinet's commercial networking products and related equipment, including Hardware products with embedded Software, and stand-alone Software products sold and licensed to Customer pursuant to Fortinet's End User License Agreement ("EULA"), which EULA is available at <https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf>, and Customer hereby agrees to the terms of the EULA.

This Agreement constitutes a legal agreement between the parties with respect to FortiCare and FortiGuard Subscription services or other Services, and shall supersede all prior representations, discussions, negotiations and agreements, whether written or oral. Notwithstanding anything to the contrary, Fortinet is only bound by, and Customer is only entitled to, services pursuant to official service descriptions that are authorized by Fortinet pursuant to this Agreement and are contractually binding on Fortinet pursuant to the terms herein

**1. DEFINITIONS**

1.1. *"Active Service Coverage Level"* means the level of Technical Support as purchased by Customer pursuant to a Service Contract and defined in the applicable service description.

1.2. *"Customer"* means any entity or person that has purchased a Service Contract for use within their business and not for further sale.

1.3. *"Customer Service"* means a function and associated ticket type within TAC handling mainly non-technical queries and registration issues.

1.4. *"Documentation"* means any customer support manuals, technical manuals, and/or "Help" files within the Services that relate to the Services and that Fortinet makes available to Customer in connection with this Agreement and/or through the Services.

1.5. *"Enterprise Agreement Program"* means account based Service as described in applicable service description and, pursuant to this Agreement, that provides multiple Service Contracts through prior agreement and subsequent purchase.

1.6. *"FortiCare"* means a time-based subscription to Technical Support Services, as defined in the applicable service description, which may be purchased by Customer directly or from a third party, and which are delivered by Fortinet on behalf of that third party.

1.7. *"Fortinet"* means Fortinet, Inc.

1.8. *"FortiPartner"* means a Fortinet authorized distributor or reseller of Fortinet Products and Services.

1.9. *"Hardware"* means a Fortinet appliance or chassis, excluding all software incorporated or bundled with such devices.

1.10. *"Product Bundle"* means Product sold with defined Services.

1.11. *"Product"* means any Hardware with associated Software including Product Bundles, or stand-alone Software which is available for sale through a FortiPartner or directly from Fortinet and is covered by a Service Contract.

1.12. *"Registration Date"* means the date the Product or Service Contract or Renewal Service Contract is registered in the Support Portal. Service activation takes place on registration of the Service Contract subject to Fortinet's then-current Service start policy.

1.13. *"Renewal Service Contract"* means the continuation of a Service Contract pursuant to the terms of the Service Contract.

1.14. *"Serial Number"* means the unique identifier of a Product which may be registered in the Support Portal.

1.15. *"Service(s)"* when used individually means a subscription to one of Fortinet's service offerings (FortiCare,



FortiGuard, etc.) or in plural when generally referring to Fortinet's service offering, which may be purchased by the Customer directly or from a third party.

1.16. *"Service Contract"* means a time-limited subscription to Technical Support or other Services registered subject to this Agreement, provided pursuant to Fortinet's standard Service offering as defined in Fortinet's official applicable service description or pursuant to Fortinet's standard service practices.

1.17. *"Software"* means Fortinet computer software, Fortinet software subscription services and bug fixes, in each case provided by Fortinet either directly or from FortiPartner, whether purchased as embedded within the Hardware or as a standalone software product or operating software release or update service.

1.18. *"Support Portal"* means an on-line service portal designed to allow Customers to register and access their applicable purchased Services. For example, the Support Portal can be used to create Technical Tickets, access documentation, and obtain software releases. The Support Portal is available at <https://support.fortinet.com> or, for FortiPartners at <https://partnerportal.fortinet.com>.

1.19. *"TAC"* means Fortinet's technical assistance center which is comprised of a number of technical support centers.

1.20. *"Technical Support"* means the provision of technical support assistance to resolve issues related to Products and Services.

1.21. *"Technical Ticket"* means a Customer's request for Technical Support under a Service Contract, whereby Customer will provide a suitable description of the reason why Customer is seeking Technical Support and all technical details to allow Fortinet's support team to investigate Customer's request.

1.22. *"Upgrade Service Contract"* means a Service Contract which provides or amends an existing Service Contract with an additional service entitlement.

## 2. FORTICARE

2.1. Upon activation of a FortiCare Service Contract and pursuant to Active Service Coverage Level applicable to the Product, the Customer will obtain the following entitlements to the extent within the scope of its Service Contract: (a) access to the Support Portal; (b) access to the TAC for Customer Service assistance as well as resolution of Technical Tickets; (c) access to Software updates (maintenance and feature releases) exclusively for the Products covered by the FortiCare Service Contract; and (d) the replacement of Hardware determined by Fortinet to be defective exclusively for the Hardware covered by the FortiCare Service Contract. For more details refer to the FortiCare Technical Support Service and Fortinet's policies.

### *Technical Support*

2.2. Pursuant to Active Service Coverage Level, Fortinet shall provide Customer the following entitlements to the extent within the scope of Customer's Service Contract:

2.2.1. Assistance by telephone or via the Support Portal or via web-chat in relation to troubleshooting of Product technical issues, as well as usage and configuration.

2.2.2. 24x7 access to the TAC.

2.2.3. Access to the Support Portal for the Customer to create Technical Tickets, manage Product and Service assets, obtain Software updates exclusively for the Products covered by the FortiCare Service Contract, as well as providing access to Documentation including trouble-shooting information. Technical Tickets shall be processed by Fortinet in accordance with Sections 2.2.4 and 2.2.5.

2.2.4. Processing of Technical Tickets in accordance with the Technical Support procedures and support day/time limitations outlined in Fortinet's official applicable FortiCare service documents.

2.2.5. On a commercially-reasonable basis, provide acceptable workaround solutions, resolutions or Software maintenance releases to resolve Technical Tickets. The Customer acknowledges that Software and/or Hardware are never error-free and that, despite commercially-reasonable efforts, Fortinet may be unable to provide answers to, or be unable to resolve, some requests for Software or Hardware support.

2.2.6. Maintenance releases and feature updates for Software. Customer may access such updates via password-protected web access. This is subject to one copy per Software release or signature file as appropriate and is subject to the EULA and exclusively for the Products covered by the FortiCare Service Contract.

2.2.7. Where Hardware replacement is deemed necessary by Fortinet, and within scope of the Service Contract, Fortinet shall provide Hardware replacement services, using commercially-reasonable efforts, in accordance with the Active Service Coverage Level.

### *Hardware Replacement*

2.3. Hardware replacements are shipped to the Customer with incoterm DAP (Delivery At Place) using a Fortinet carrier, freight prepaid by Fortinet, excluding any import duties, taxes or other fees.

2.4. Hardware replacement Service is subject to geographical restrictions.

2.5. Fortinet is not responsible for transportation or custom delays. Customer compliance with export controls and destination customs processes may condition shipment times.

### *Product Life Cycle*

2.6. The type of Technical Support provided under FortiCare may vary depending on the Product's life cycle. An up-to-date version of the Product life cycle shall either be stored on the Support Portal or available by contacting Fortinet.



2.7. For any Software that is in the “End of Support” phase, as defined in Fortinet’s then-active Product life cycle policy, Fortinet may provide Technical Support for Software issues at its sole discretion. Such Support Services are limited to advisory support and do not include new Software releases to address Software defects unless otherwise stated in the Active Service Coverage Level.

#### *Exclusions*

2.8. Fortinet shall have no obligation to provide Technical Support under FortiCare in any of the following circumstances:

- FortiCare does not include any on-site activity, or any request for step-by-step installation and configuration of a Product or creation of custom SQL reports. Professional services may be available for purchase by Customer to provide such services.
- In the event the Customer alters, damages or modifies the Product or any portion thereof.
- For any problem caused by: accident; transportation; neglect, abuse, misapplication, or misuse; alteration, modification, or enhancement of the Product; failure to provide a suitable installation environment for the Product; use of supplies or materials not meeting Product specifications; use of the Product for other than the specific purposes for which the Product is designed.
- For the Product that is used on any systems other than the specified hardware platform for such Product as described in the Product’s then-current specifications. Fortinet shall have no liability for any changes in the Customer’s hardware, which may be necessary to use the Product due to a workaround or maintenance release.
- For any Hardware that is in the “End of Support” phase, as defined in Fortinet’s then active Product life cycle policy unless otherwise stated in the Active Service Coverage Level.
- For any Product that has not been publicly released.
- For third-party devices (including, without limitation, hardware, software, infrastructure such as cabling) or problems associated with such elements.
- Any usage of FortiGuard service updates that are not specifically authorized by Fortinet in writing including, without limitation, accessing signature packages for the purpose of duplication. For clarity, FortiGuard service updates are only provided for the Product that is covered by a FortiGuard Service Contract.
- For issues related to hardware consumables, which may be physically installed within a Fortinet appliance, such as SFPs, SDD cards and hard disks, if these are not Hardware and as a result of a technical analysis a fault or defect is traced to the use of non-Fortinet supplied hardware.
- For any other violation by Customer of this Agreement.

#### *Customer Obligations*

Customer is obligated and responsible for the following, and Fortinet’s responsibilities and obligations shall be subject in full to Customer meeting its following obligations:

2.9. Properly activate and register Service Contracts and proper inclusion in such activation and registration the correct and full Customer name and location who is the beneficiary of such Support Contract against a specified Product unit or Support Portal account. Customer acknowledges that the Agreement applies in full when the registration of the Products and Services is made by the Customer indirectly through a FortiPartner or Fortinet Customer Services. For all Service Contracts provided as part of the Enterprise Agreement Program, Fortinet will automatically register such Service Contracts and the effective date will be as communicated by Fortinet to the Customer.

2.10. Ensure that the Product covered by FortiCare Service Contract is used for its intended purpose and in line with the applicable Product specifications and is maintained in accordance with applicable Product documentation.

2.11. Maintain Software at the current Software release and upgrade to the latest release of Software if it is required to resolve a reported technical issue.

2.12. Comply with Fortinet’s Technical Support recommendations.

2.13. Provide access at Customer’s expense to the Product in order for Fortinet to troubleshoot a Technical Ticket, subject to the Customer and Fortinet agreeing on appropriate security measures to prevent unauthorized access to Customer’s network, provided, however, the ultimate responsibility for the security of the network lies with the Customer. Fortinet will not connect to the Customer’s network without prior authorization and such connection will be solely to provide Technical Support. Customer has the right to monitor such access by Fortinet. Where (a) the Customer causes delay in providing connectivity in accordance with this section or (b) Customer and Fortinet cannot agree on appropriate security measures to prevent unauthorized access to Customer’s network in the performance of Technical Support, Fortinet will be excused from any damages or other losses attributable to such delay or lack of agreement.

2.14. Cooperate in full with Fortinet, provide Fortinet all relevant information, and make available knowledgeable technical staff to aid in troubleshooting.

2.15. Return the Hardware unit within 30 days of the receipt of a replacement Hardware following Fortinet’s specifications for packaging and labeling of the returned Hardware unit, assume all costs associated with returning the Hardware unit and provide insurance for all returned Hardware equipment. For clarity, Hardware returns that are improperly packaged will not be accepted by Fortinet and returned at the Customer’s expense.

2.16. Ensure Service Contracts are transferred to any replacement Products. Customer acknowledges that this action is required to continue to receive FortiCare Services and accepts that there may be a delay of up to four hours to re-establish FortiGuard security services.

2.17. Maintaining reasonable internal security policies and processes, such as related to internal passwords, its facilities, its administrator access to information and systems, and use of wireless access points.

2.18. Ensure Customer does not share any Customer, Customer employee, or any third party sensitive, confidential, or private information with Fortinet, except as permitted and to the extent necessary for Fortinet to meet its obligations under this Agreement, and, in the event such is shared, with clear notice to Fortinet of proper handling requirements for, and sensitivity of, such information.

### 3. FORTIGUARD

3.1. FortiGuard is a Service that provides a threat research feed under which Fortinet undertakes commercially-reasonable efforts to provide solutions to identified network security threats. These are developed in response to evolving internet activity and delivered via security threat databases, produced by machine intelligence and experts.

3.2. Customer is responsible for configuring the frequency of FortiGuard security updates, which may be available on either an automatic or manual basis.

3.3. The creation of Technical Tickets for issues related to FortiGuard requires an active FortiCare Service Contract covering the FortiGuard service.

### 4. EVALUATIONS.

For registration of FortiGate-VM licenses for evaluation, and any other Software that Fortinet makes available for evaluation (together "Evaluation Software"), please be advised that the following terms apply:

4.1. All Evaluation Software is licensed pursuant to the EULA referenced above.

4.2. Fortinet makes available a limited, revocable license to Evaluation Software solely for the purpose of testing and evaluation, and not for commercial use or use in production environments. Fortinet disclaims liability and shall not be responsible for the Customer's use of Evaluation Software in production environments.

4.3. Unless otherwise noted on the Evaluation Software entitlement, the Evaluation Software license is limited to sixty (60) days from the start date provided by Fortinet ("Term"). The Customer must cease use of the Evaluation Software upon expiration of the Term. At Fortinet's discretion, a new Software license may be provided for additional Evaluation.

4.4. Fortinet retains all right, title, and interest in the Evaluation Software and all materials delivered in connection with such Evaluation Software, including without limitation, all changes and improvements made, requested, or suggested by Customer. All results of this evaluation and any feedback shall be deemed to be confidential information and trade secrets of Fortinet, and may not be disclosed by Customer to any third party without

Fortinet's written consent. At Fortinet's request, Customer shall provide to Fortinet any results of the Evaluation.

4.5. Customer also hereby affirms that Customer will comply fully with all relevant import and export laws and regulations of the United States and any other country ("Export Laws") with respect to any use of Confidential Information including but not limited to export, re-export, ship, transfer to an embargoed country or other sanction by the United States namely Cuba, Iran, N. Korea, Syria, Sudan and the Crimea Region of Ukraine are prohibited; that Customer is allowed to legally conduct business with Fortinet, and you are not on any United States government restricted lists (such as the Denied Persons List, Entity List, Unverified List, or Consolidated Screening List) or similar lists from any government that may restrict your ability to legally conduct business with Fortinet.

### 5. FEES, TERMS, AND TERMINATION

5.1. Ordering and use. Each Service is covered individually by this Agreement, and expires in accordance with the terms contained in this Agreement or according to Fortinet's policies and the term of the Service Contract. Accordingly, where this Agreement (including Service Contracts) terminates for a particular Service as related to a particular unit of Product or to a Support Portal account(s), the Agreement remains in full force and effect individually for any proper Service being provided related to any other Product unit or to other Support Portal account(s). Service Contracts may apply only to a single unit of Product or Support Portal account(s) as described in the relevant service description. An attempt to use a Service Contract with more than one unit of Product, (i.e. in addition to the unit of Product for which the Service Contract was originally purchased and registered) or with more than the designated Support Portal account(s), is considered a material breach of the Service Contract and will result in the termination of such Service Contract without refund of any fees paid by Customer and additional fees will be immediately due by Customer to Fortinet based on Fortinet's then-current list price for any incremental, additional Services beyond those authorized by the Service Contract.

5.2. Payment Terms. By purchasing Services directly or indirectly through a FortiPartner as the case may be, Customer agrees to pay the purchase price for the Services, and all sales, use, valued-added and other taxes and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sale of the Services. Where purchasing from Fortinet all payments shall be due upon purchase, in U.S. Dollars, and free of any currency control or other restrictions. All sales are final and the Services are not returnable.

5.3. Registration and renewal registration. Customer must register, directly or indirectly through a FortiPartner or Fortinet Customer Services, the standalone 'Service Contract Registration Number' which references the purchased standalone Service, within three hundred sixty-five (365) days from the date of the original shipment by

Fortinet of the Service Contract to its FortiPartner or Customer, whichever originally purchased directly from Fortinet. Customer is fully responsible to ensure complete and accurate information is included in the registration of the Service Contract. ANY STANDALONE SERVICE CONTRACTS WHICH ARE NOT REGISTERED WITHIN THREE HUNDRED SIXTY-FIVE (365) DAYS FROM THE DATE THE SERVICE CONTRACT WAS ORIGINALLY SHIPPED FROM FORTINET SHALL BE FORFEITED AND FORTINET SHALL HAVE NO OBLIGATION TO THE CUSTOMER REGARDING THIS AGREEMENT OR ANY RELATED SUPPORT SERVICES. It is the Customer's responsibility to register the Service Contract within the three hundred sixty-five (365) day period and to understand the original ship date from the party from which the Customer purchased the Product. In the case of Product Bundle, the Services begin in accordance with the Service activation policies set forth at: <https://www.fortinet.com/corporate/about-us/legal> under heading 7. For all Service Contracts provided as part of the Enterprise Agreement Program, Fortinet will automatically register such Service Contracts and the effective date will be as communicated by Fortinet and accepted by the Customer on receipt of purchase order therefore section 5.3 will not apply.

5.4. Notwithstanding anything to the contrary, Fortinet may register any Renewal Service Contract, or Upgrade Service Contract upon invoicing. Upon renewal of the Service Contract, Customer authorizes Fortinet to automatically register the Renewal Service Contract for subsequent renewal periods for which a purchase order has been placed. For clarity, registration is the responsibility of the Customer and Fortinet is not obliged to register the Renewal Service Contract or the Upgrade Service Contract.

5.5. In order to maintain a continuous service period, the effective date of any Renewal Service Contract shall begin the next calendar day following the expiration date of the previous Service Contract. In the event that registration of a Renewal Service Contract is beyond one hundred eighty (180) calendar days following the expiration date of the previous Service Contract, such Renewal Service Contract effective start date will be the date that is one hundred eighty (180) calendar days prior to the actual Registration Date of the Renewal Service Contract.

5.6. Term and Termination. Subject to the other provisions herein, this Agreement is valid for the length of time provided for in the Customer's purchased Service Contract which is viewable upon activation in the applicable Support Portal and which starts from (a) the Registration Date of the Service Contract or in the case of a Product Bundle the Registration Date of the Product; or (b) in the event of a Renewal Service Contract that has been registered prior to the expiration date of the previous Service Contract, starting from the calendar day following the expiration date of the previous Service Contract; or (c) in the event of a Renewal Service Contract that has not been registered prior to the expiration of the previous Service Contract, starting from the actual Registration Date of the Renewal Service Contract with the applicable term being amended based on the effective start date as described in section 5.5; or (d) the applicable start date as communicated by Fortinet in

respect of Services provided under the Enterprise Agreement Program. To the extent the Services experience any interruption due to Customer's failure to register a Renewal Service Contract, Fortinet shall not be responsible for providing Services during such interruption and will not be responsible for any losses or damages incurred by Customer or any third party attributable to this interruption in Services.

5.7. Fortinet reserves the right to terminate this Agreement and/or any and all Services being provided hereunder, in its discretion, in the event of (a) breach of any terms herein by Customer, (b) breach of any of the terms of the EULA; (c) transfer of the unit of Product to a third party, (d) use of the Support Contract for other Products than the entitled Product, or (e) non-payment to Fortinet or to its FortiPartner for any Services by the Customer or a third party, with such termination having immediate effect, if such breach has not been cured within fifteen (15) calendar days after written notice by Fortinet to Customer or immediately upon notice of termination in the event of a breach that by its nature cannot be remedied within fifteen (15) calendar days. Fortinet may also terminate this Agreement without notice if Customer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination, Fortinet shall have no obligation to provide the Services hereunder.

5.8. Third-party providers. Fortinet reserves the right to subcontract its obligations herein to third-party organizations. Fortinet also reserves the right to change service subcontractors without notice.

5.9. Non-Fortinet Support. To the extent Customer provides its own technical support or engages a non-approved third party to provide technical support, Fortinet is not responsible for such support, and Customer represents and warrants that all such technical support pursuant to Section 5.9 shall be performed in a satisfactory and commercially reasonable manner and will not infringe upon Fortinet's rights or the rights of any third party. Fortinet shall be relieved of its Technical Support obligations to the extent Customer's actions interfere with Fortinet's ability to meet its service obligations under the Active Service Coverage Level.

5.10. Service Description; Updates. A description of the various Services is available on the Fortinet website, and on the applicable services portal. In its sole discretion Fortinet may make updates to its Service offerings from time to time. If Fortinet makes a material change to the Services, those changes will be reflected in the on-line service descriptions stored on the applicable portal. Fortinet may also make changes to this Agreement, including any linked documents, from time to time. Unless otherwise noted by Fortinet, material changes to the Agreement will become effective thirty (30) days after they are posted, except if the changes apply to new Service functionality in which case they will be effective immediately. If Customer does not agree to the revised Agreement, Customer must stop using the Services and promptly notify Fortinet in writing. In no event shall Fortinet be obligated to refund Customer or FortiPartners, any amounts previously paid.

5.11. Service/support portal access and security. As part of the Services, Customer may receive administrative access ID's and passwords upon installation, registration. Customer shall be solely responsible for maintaining the security of its administration access information, and shall be fully responsible for, all activities which occur, relating to access to the Services under Customer's administrative access ID. Fortinet is not responsible for unexpected use of Services or data whether by ex-employees, compromised user passwords or any other misuse of Customer accounts. Upon termination of the Services, all data, including configuration data will be deleted, and Fortinet has no responsibility for such data.

5.12. Loss of data and accuracy of data. While Fortinet takes commercially reasonable and industry standard technical and organizational steps to ensure the security of the Services, it is not responsible for the accidental loss or destruction of any data any End User transmits using the applicable Service and Fortinet disclaims all liability of any kind in relation to the content or security of data that any End User sends or receives through the Service. Further, Fortinet does not guaranty the accuracy of the reports, which may be compromised by various network incidents that impact data collection and accuracy (e.g. network outages, hardware upgrades, and the like), and in no event does Fortinet guarantee security or privacy of the Customer's network or assets.

## 6. PRIVACY

6.1. Customer hereby consents to Fortinet's collection, use, protection and transfer of Customer's information as described in the Fortinet Privacy Policy on the Fortinet web site (<http://www.fortinet.com/aboutus/privacy.html>).

6.2. Customer consent and privacy. Fortinet recommends, and (where required by law) requires, the posting of legally sufficient notices to data subjects, consumers and other relevant individuals ("End Users") regarding the collection of End User data through the Services. IT IS CUSTOMER'S SOLE OBLIGATION TO COMPLY WITH ALL NATIONAL AND LOCAL LAWS REGARDING CONSUMER DATA PRIVACY AND PRIVACY DISCLOSURE LAWS.

6.3. Customer agrees and acknowledges, and warrants that it is responsible to ensure that all End Users agree and acknowledge, that Fortinet may be required by law to provide assistance to law enforcement, governmental agencies and other authorities. Accordingly, Customer agrees and shall procure that all End Users agree that:

6.3.1. Fortinet may implement and maintain an interception capability suitable to meet these regulatory requirements where Fortinet and/or FortiPartners are obliged by law to ensure or procure that such a capability is implemented and maintained;

6.3.2. Fortinet may implement and maintain a data retention capability for the Service to meet regulatory requirements where Fortinet and/or its FortiPartners are obliged by law to ensure or procure that data is retained; and

6.3.3. Fortinet may at times cooperate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by Customer or End Users. If Fortinet is required to do so by law, this may include but is not limited to, disclosure of the Customer's or End Users' contact information to law enforcement authorities or rights-holders.

6.4. To the extent Customer receives administrative access IDs and passwords in connection with any accounts for the Services, Customer shall be solely responsible for maintaining its security, and shall be fully responsible for all activities which occur relating to access to the Services and use of any other features (including wireless access point(s), as applicable) under that administrative access ID and passwords. Customer agrees to notify Fortinet immediately of any actual or suspected unauthorized use of Customer's account or any other breach of security known by Customer.

6.5. Although some of our Services may provide certain notices or may seek certain consents from certain End Users, Fortinet does not provide legal advice, and Customer remains solely responsible and solely liable for independently (i) determining what notices and consents are legally required and (ii) providing such notices and obtaining such consents.

## 7. SOFTWARE RESTRICTIONS

7.1. Customer hereby agrees to the software restrictions in Fortinet's EULA and further agrees (i) not to or not to attempt to reverse engineer, disassemble, decompile or otherwise access, obtain or modify the source code, internal structure, Hardware design or organization of the Product or support updates or Software, or any part thereof, or to aid or to permit others to do so, except and only to the extent as expressly required by applicable law; (ii) not to remove any identification or notices of any proprietary or copyright restrictions from any Product or support updates or Software; (iii) not to copy the Product or support updates or Software, modify, translate or, unless otherwise agreed, develop any derivative works thereof or include any portion of the Software in any other software program; (iv) only to use the Product and support updates and Software for internal business purposes and in accordance with then active specification, and (v) to keep confidential any Software and support updates and not share them with third parties.

## 8. INDEMNIFICATION

8.1. Customer will defend Fortinet against any claim, demand, suit or proceeding made or brought against Fortinet by a third party arising out of Customer's breach of this Agreement, any infringement or misappropriation of intellectual property rights caused by Customer (whether or not Customer has concurrently violated this Agreement), or any illegality of Customer data (individually and collectively, a "Claim"), and will indemnify Fortinet from any damages, attorney fees and costs finally awarded against Fortinet as a result of, or for any amounts paid by Fortinet under a

settlement of, a Claim, provided Fortinet promptly gives Customer written notice of the Claim (provided that failure to so notify will not remove Customer's obligation except to the extent Customer is materially prejudiced thereby). For a Claim, Customer controls the defense and settlement of the Claim and Fortinet agrees to give Customer all reasonable assistance, at Customer's expense. Customer will not settle, compromise, or otherwise enter into any agreement regarding the disposition of any Claim without the prior written consent and approval of Fortinet unless such settlement (a) is solely for a cash payment, (b) requires no admission of liability or wrongdoing on the part of Fortinet, (c) imposes no obligation on Fortinet, (d) imposes no restriction on Fortinet's business, (e) provides that the parties to such settlement shall keep the terms of the settlement confidential, and (f) provides for a full and complete release of Fortinet. Customer shall reimburse Fortinet within 30 calendar days after demand for any losses incurred by Fortinet that is subject to an indemnification obligation as set forth in this Section.

## 9. WARRANTY

9.1. **Service Warranties.** Fortinet provides its Services and Products on an "AS IS" basis. Neither Fortinet nor any of its officers, directors, employees, partners or agents, makes any representation, claim or warranty with respect to the Services or reports or data, whether express or implied, including without limitation, any warranty of quality, performance, non-infringement, merchantability, or fitness for a particular purpose, or any results generated from use of the Services or the reports. Fortinet makes no warranty that the Services will meet Customer's requirements, or that the Services will be uninterrupted, timely, or secure.

9.2. Fortinet will have no obligation to correct, and makes no warranty with respect to, errors caused by: (a) improper installation of the Software or Hardware; (b) changes that Customer has made to the Software or Hardware; (c) use of the Software or Hardware in a manner inconsistent with the documentation and instructions; (d) the combination of the Software or Hardware with hardware or software not approved by Fortinet; (e) malfunction, modification or relocation of Customer's Hardware or Software transferred to unapproved or unregistered devices; (f) Customer failure to use the Software and Services in accordance with local laws; or (g) business and/or service decisions based on reliance on the analysis or data aggregation results.

9.3. **Product Warranties.** The warranty limitations, restrictions on Customer and protections for Fortinet as contained in Fortinet's EULA are applicable. Except as expressly stated in its EULA, Fortinet does not provide any warranty whatsoever and nothing in this Agreement shall be construed as expanding or adding to the warranty set forth in the EULA. In the event of a conflict between this Agreement and the EULA, the EULA shall govern. Fortinet cannot guarantee that every question or problem raised in connection with the Services will be addressed or resolved, and in no event does Fortinet warranty or guaranty security and protection from all threats. EXCEPT FOR WARRANTIES CLEARLY AND EXPRESSLY STATED HEREIN,

NOTWITHSTANDING ANYTHING TO THE CONTRARY, FORTINET MAKES, AND CUSTOMER RECEIVES, NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES HEREUNDER, AND, TO THE EXTENT PERMISSIBLE BY LAW, FORTINET SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

## 10. LIMITATION OF LIABILITY

10.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL FORTINET BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR LOSS OF DATA HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT FORTINET WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FORTINET'S TOTAL POSSIBLE LIABILITY TO THE CUSTOMER AND OTHERS ARISING FROM OR IN RELATION TO THIS AGREEMENT AND THE SERVICES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL PAYMENTS MADE BY CUSTOMER TO FORTINET UNDER THIS AGREEMENT FOR THE PARTICULAR SERVICE CONTRACT AT ISSUE DURING THE THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION WILL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE. IN NO EVENT WILL FORTINET BE LIABLE FOR THE COST OF PROCUREMENT OR REPLACEMENT OF SUBSTITUTE GOODS. IN THE EVENT FORTINET SUSPENDS OR TERMINATES SERVICES IN THE MIDDLE OF A SERVICE TERM FOR ANY REASON, NOTWITHSTANDING ANYTHING TO THE CONTRARY, FORTINET'S MAXIMUM LIABILITY SHALL BE THE PRO-RATED AMOUNT OF THE FEES ACTUALLY PAID TO FORTINET FOR SUCH SERVICES FOR THE PERIOD OF THE CURRENT TERM DURING WHICH NO SUCH SERVICES ARE PERFORMED (I.E. THE PRO-RATED AMOUNT PAID FOR THE PERIOD FROM SUSPENSION OR TERMINATION TO THE END OF THE CURRENT PAID-FOR TERM). FOR CLARITY, IF FORTINET IS ENTITLED TO TERMINATE THE SERVICE PURSUANT TO THIS AGREEMENT FORTINET SHALL OWE NO REFUND OR ANY OTHER AMOUNTS, AND, IN ADDITION, IN ALL EVENTS, CUSTOMER IS RESPONSIBLE TO WORK IN GOOD FAITH TO MITIGATE ANY DAMAGES CUSTOMER MAY REALIZE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO DAMAGES ARISING FROM DEATH OR PERSONAL INJURY IN ANY JURISDICTION WHERE SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW. FOR FURTHER CLARITY, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, IN NO EVENT DOES FORTINET PROVIDE ANY GUARANTEE OR ASSURANCE REGARDING COMPREHENSIVE SECURITY OR ENSURING FULL SECURITY OF THE PRODUCTS, SERVICES, OR CUSTOMER'S ASSETS OR NETWORKS.

## 11. GENERAL PROVISIONS

**11.1. Compliance with laws.** Customer hereby agrees to comply with all applicable laws, such as data privacy and privacy disclosure laws. Fortinet's Products and Services may be subject to the United States Export Administration Regulations and other import and export laws. Diversion contrary to United States law and regulation is prohibited. Customer agrees to comply with, and ensure compliance with, all applicable laws that apply to the products as well as the Customer and destination restrictions issued by U.S. and other governments. As just one example, if Customer is a FortiPartner that provides Return Manufacture Authorization services ("RMA"), Services or other Services on behalf of another entity or otherwise provides Product or Services, Customer shall ensure proper, required export licenses are obtained for all Product, whether newly-purchased or RMA, prior to exporting those appliances and prior to providing any Services related to those appliances, if such export license is required. In addition, for RMA units or other units registered in a FortiPartner's name, the FortiPartner is responsible for all export compliance. In addition, if Customer or the end-user on whose behalf Customer is providing RMA, Services or other Services is designated a Denied Party, Specially Designated National, on the Entity List, or otherwise subject to an export license requirement after this agreement, then Fortinet may terminate or suspend, in its sole discretion, any and all Services related to Product or Services exported without full compliance with applicable export laws. For additional information on U.S. export controls see [www.bis.doc.gov](http://www.bis.doc.gov). Fortinet assumes no responsibility or liability for Customer's or partners' failure to obtain any necessary import and export approvals. Customer represents that neither the United States Bureau of Industry and Security nor any other governmental agency has issued sanctions against Customer or otherwise suspended, revoked or denied Customer's export privileges. Customer agrees not to use or transfer the Products or Services for any use relating to nuclear, chemical or biological weapons, or missile technology, unless authorized by the United States Government by regulation or specific written license. Additionally, Customer agrees not to directly or indirectly export, import or transmit the Products or Services contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission or use. Customer represents that Customer understands, and Customer hereby agrees to comply with, all requirements of the U.S. Foreign Corrupt Practices Act and all other applicable laws. Fortinet is not responsible for Service delays or outages or loss of data resulting from activities related to Fortinet's and its service partners compliance with export regulations and cooperation with applicable domestic or foreign regulatory agencies (e.g., delays caused by requirement to obtain required licenses). Customer agrees, acknowledges and warrants that it will take reasonable steps to ensure it will meet all legal requirements to assist law enforcement agencies.

**11.2. Survival of terms.** The terms contained herein which by their nature are intended to survive the termination of this Agreement shall do so.

**11.3. Transferability.** Customer may not assign or otherwise transfer this Agreement without written consent from Fortinet. Any attempted assignment or attempted transfer without Fortinet's consent shall be null and void and may result on the termination of this Agreement and related Service Contracts. Fortinet may assign its rights and obligation under this Agreement to a third party without consent from Customer.

**11.4. Entire Agreement.** The provisions of this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior agreements or representations, oral or written, regarding such subject matter. With the exception of the EULA, this Agreement takes precedence over any conflicting provisions in a document a Fortinet portal website such as a service description or support portal terms. This Agreement may be modified or amended only in accordance with Section 5.10 herein. All notices from Customer to Fortinet must be made by opening a new Support Ticket through the Support Portal.

**11.5. Confidential information.** Customer may be exposed to certain information concerning the Products and Services including, without limitation, maintenance releases (regularly scheduled and released updates and upgrades to software), feature releases (enhancements released through Fortinet's Product planning practices or through Customer requests) and other Product, Service or business information, which is Fortinet's confidential or proprietary information (herein "Confidential Information"). The Customer agrees that, during and after the term of this Agreement, the Customer will not use or disclose to any third party any Confidential Information without the prior written consent of Fortinet, and Customer will use reasonable efforts to protect the confidentiality of such Confidential Information. The Customer may disclose the Confidential Information only to its employees as is reasonably necessary for the purposes for which such information was disclosed to Customer; provided that each such employee is under a written obligation of nondisclosure which protects the Confidential Information under terms substantially similar to those herein. Fortinet may process and store Customer data in the United States or any other country in which Fortinet or its agents work or maintain facilities. Customer will take reasonable steps not to disclose to Fortinet any personally identifiable, confidential or sensitive data, and Customer hereby consents to Fortinet's processing and storage of Customer data, acknowledging and agreeing that Fortinet is merely a data processor.

**11.6. Governing Law, venue and settlement of controversies.** This Agreement shall be governed by the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents, without regard to the principles of conflict of laws or the United Nations Convention on Contracts for the International Sale of Goods. Any controversies or claims arising from or relating to this Agreement, or the breach hereof, which cannot be amicably settled by and between the parties, shall be referred to and finally settled by arbitration. The place of arbitration shall

be Santa Clara, California, pursuant to the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services (JAMS), or its successor, before a sole, mutually agreed upon arbitrator and shall be conducted in English. Award for such dispute will be rendered by a single, neutral, mutually agreeable arbitrator. The parties specifically consent and agree that the Federal Courts located in the Northern District of California will have exclusive jurisdiction over enforcement of any arbitration decisions.

**11.7. Taxes and Duty.** Where purchasing directly from Fortinet, all prices payable under this Agreement are exclusive of all foreign, federal, state, municipal tax or duty now in force or enacted in the future. Customer shall comply with all applicable tax laws and regulations and the Customer will promptly pay or reimburse Fortinet for any costs and damages related to any liability incurred as a result of Customer's non-compliance or delay with its responsibilities herein. The Customer's obligations under this section shall survive termination or expiration of this Agreement.

**11.8. English language and interpretation.** This Agreement is in the English language only, which language shall be controlling in all respects. Any versions of this Agreement in any other language will be for accommodation only and will not be binding upon either party. In construing or interpreting this Agreement, the word "or" shall not be construed as exclusive, and the word "including" shall not be limiting. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the drafting party.

**11.9. No waiver and severability.** Failure by Fortinet to enforce any provision of this Agreement will not be deemed

a waiver of future enforcement of that or any other provision. The exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. If for any reason a court of competent jurisdiction or an agreed-upon arbitrator finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

**11.10. Force Majeure.** Fortinet shall be excused from performance to the extent performance is rendered impossible by strike, fire, flood, extreme weather, disaster, act of war or terrorism, military operations, riots, insurrection or civil disorder, national or local emergency, famine, disease, epidemic or pandemics, governmental acts or orders or restrictions, failure of suppliers or any other reason where failure to perform is beyond Fortinet's reasonable control.

**11.11. Future Functionality.** Customer agrees that its purchases of Products or Services are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Fortinet regarding future functionality or features.

**11.12. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**11.13. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement. For clarity, End Users are not third-party beneficiaries to this Agreement.

March 2021

.....End of Document.....



## PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

### 1. USE OF THE SERVICES

1.1 We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

### 2. FEES AND PAYMENT

2.1 All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. If You are a tax exempt entity, You must provide the applicable tax certificate of exemption with Your order. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3 You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://www.oracle.com/us/corporate/contracts/invoicing-standards-policy-1863799.pdf>.



### **3. OWNERSHIP RIGHTS AND RESTRICTIONS**

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.

### **4. NONDISCLOSURE**

4.1 By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. We will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

### **5. PROTECTION OF YOUR CONTENT**

5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>.

5.2 To the extent Your Content includes Personal Data (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as that term is defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3 Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.

5.4 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

## **6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

6.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **7. LIMITATION OF LIABILITY**

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF

REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

## **8. INDEMNIFICATION**

8.1 If a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or us depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider" which may refer to You or us depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4 This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

## **9. TERM AND TERMINATION**

9.1 Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. This Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2 Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3 We may suspend Your or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or

applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your obligation to make payments under this Agreement.

9.4 If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order(s) plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, we will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

## **10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES**

10.1 The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. We disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

## **11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE**

11.1 We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.

11.3 We may provide You with the ability to obtain certain Oracle Software (as defined below) for use with the Services. If we provide Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Agreement and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by this Agreement.

## **12. EXPORT**

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

## **13. FORCE MAJEURE**

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, the affected order(s) will be terminated for convenience unless the parties otherwise agree in writing. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

#### **14. UCITA**

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

#### **15. NOTICE**

15.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

15.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

#### **16. ASSIGNMENT**

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

#### **17. OTHER**

17.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

17.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

17.3 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

17.5 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

17.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your use of the Cloud Services to ensure Your use of the Cloud Services is in compliance with the terms of the applicable order and this Agreement. Any such audit shall not unreasonably interfere with Your normal business operations. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of this Agreement or the applicable order(s).

You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information reasonably requested by Oracle.

The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of section 4 (Nondisclosure) of this Agreement.

Any usage in excess of Your rights under the applicable order(s) shall be considered a change to the scope of services of the applicable order(s) and You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

## 18. ENTIRE AGREEMENT

18.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

18.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

## 19. AGREEMENT DEFINITIONS

19.1 **"Oracle Software"** means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

19.2 **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

19.3 **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

19.4 **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

19.5 **"Users"** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

19.6 **"Your Content"** means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by

You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

## **20. CLOUD SERVICES AGREEMENT EFFECTIVE DATE**

The Effective Date of this Agreement is \_\_\_\_\_ (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.



**Customer Name:** West Virginia State Tax Department

**Oracle America, Inc.**

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Agreement No.: US-CSA-CPQ-1749018