



MASTER PURCHASE AGREEMENT
 (E111 11/2006) Under Washington State Master Purchasing
 Agreement Number A11-MST-563

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

This Master Purchase Agreement ("MPA" or "Agreement") is between the governmental body ("Customer") identified below, on behalf of itself and Authorized Entities, and **Environmental Systems Research Institute, Inc. ("Esri")**. The Agreement enables Customer to acquire Esri geographic information system Software, Data, Web Services, Documentation, services, or hardware over a defined period of time.

This Agreement is comprised of the following documents:

1. Master Purchase Agreement signature page, E111 11/06
2. State and Local MPA Terms and Conditions, E500 11/06
3. General License Terms and Conditions, E200 4/10
4. Esri Exhibit 1, Scope of Use, E300 10/10
5. Esri MPA Price List, E407M 4Q10
6. Esri Client Site Training Terms and Conditions, E207 9/09

The General License Terms and Conditions, E200 4/10 and Esri Exhibit 1, Scope of Use, E300 10/10 comprise the License Agreement no. 2010MLA7132. Revisions made to the License Agreement will carry forward to future versions of E200.

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 the last date written below.

DEPARTMENT OF INFORMATION SERVICES
 (Customer)

By: Mike Ricchio
 Authorized Signature

Printed Name: Mike Ricchio

Title: DIRECTOR

Date: 9-30-11

ENVIRONMENTAL SYSTEMS RESEARCH
 INSTITUTE, INC.
 (Esri)

By: Chris Johnson
 Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Domestic Contracts

Date: SEP 30 2011

Customer Contact Information

Contact: Kari Inman

Telephone: (360) 407-8710

Address: 1500 Jefferson Street

City, State, ZIP: Olympia, WA 984504

E-mail: kari@dis.wa.gov



STATE AND LOCAL MPA TERMS AND CONDITIONS
(E500 11/2006) Under Washington State Master Purchasing
Agreement Number A11-MST-563

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

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 Washington State agencies, government institutions, and political subdivisions (e.g., counties, cities, public utility districts) as set forth in the Interlocal Cooperation Act, chapter 39.34 RCW, authorized by Customer to acquire Software, Data, Web Services, Documentation, or products under this Agreement and has read and signed the Authorized Entity Acknowledgment Statement (Exhibit 2) as required in Article 7. School districts, federal entities and public benefit non-profits are not eligible and will enter into a separate contract with Esri to establish an agreement designed specifically for those categories of users.
- b. **"License Agreement"** means the General License Terms and Conditions (E200) and Exhibit 1, Scope of Use (E300).
- c. **"Licensee"** means the entity permitted to access and use Software, Data, Web Services and Documentation. "Licensee" means the Authorized Entity or Customer

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 unless terminated earlier as set forth in Article 5—Termination; Cancellation. The term may be extended upon mutual written agreement. The term of any Software, Data, or Web Services licenses ordered through this Agreement shall be as stated in the License Agreement.

ARTICLE 3—PRODUCT OFFERINGS

3.1 Discontinued Items. Esri may, at its sole discretion, discontinue offering any Software, Data, Web Services, Documentation, or other product and services included in this Agreement at any time upon reasonable written notice.

3.2 New Items. Esri may, at its sole discretion, offer new Software, Data, Web Services, Documentation, hardware, services, or larger quantity discount pricing by providing written notice. Esri may require additional license terms prior to use of new Software, Data, Web Services, Documentation, hardware, or services. Such notice shall become part of this Agreement upon (i) ordering Software, Data, Documentation, Web Services, hardware, or services covered by the notice or (ii) thirty (30) days after Licensee's receipt of notice, whichever is sooner. Licensee may object in writing to the terms of the notice prior to the occurrence of (i) or (ii). Any objections or changes to the terms in the notice shall require written agreement of both parties.

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 United States of America, its possessions, and territories. For Internet mapping Software, the server must be located within the United States of America, its possessions, and territories.

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. Esri will notify Customer when an Authorized Entity is terminated.

- b. **Termination for Breach.** Without prejudice to any other right or remedy available, this Agreement may be terminated for breach provided the breaching party is given forty-five days' written notice and opportunity to cure. If a breach is caused by Licensee's disclosure of any trade secret or other information proprietary to Esri in breach of this Agreement, termination of this Agreement shall be effective upon written notice to Customer. 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. Termination of the License Agreement with a Licensee shall be conducted in accordance with Article 5—Term and Termination of the E200 General License Terms and Conditions.
- c. **Termination for Withdrawal of Authority.** In the event that the authority of the Customer to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, the Customer may terminate this Agreement under the Termination for Convenience section. No penalty shall accrue to the Customer for exercising its rights under this section. This section shall not be construed to permit the Customer to terminate this Agreement to acquire similar products from a third party. Effective October 1, 2011 Customer's interest in this Agreement will be assigned to the Department of Enterprise Services (See ESSB5931). Thereafter, by mutually signed written amendment only, Customer may assign its rights and responsibilities under this Agreement; provided that such assignee is bound by the terms of this Agreement and has the authority to enter into an Agreement on behalf of the Authorized Entities.
- d. **Termination for Non-Allocation of Funds.** If funds are not allocated to continue this Agreement in any future period, the Customer may terminate this Agreement and will not be obligated to procure additional products. For avoidance of doubt, the Customer and/or the Authorized Entities are not obligated to procure a minimum quantity or minimum dollar-value of products to maintain this Agreement.
- e. **Termination for Conflict of Interest.** Customer may terminate this Agreement by written notice to Esri if Customer determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service or any other laws regarding ethics in public acquisitions and procurement and performance of contracts.
- f. **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.
- g. **License Survival.** Upon expiration of this Agreement or voluntary termination of this Agreement for the convenience of Licensee, Licensee may continue to retain and use such licensed Software, Data, Web Services, and Documentation in accordance with the License Agreement. Licensee may then directly and separately contract for Software maintenance pursuant to the applicable procurement authority.

5.2 Cancellation of an Order. Purchase orders 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 Software, Data, or Documentation unless such Software, Data, or Documentation has been delivered. If the Software, Data, or Documentation has been shipped, the cancellation will require Licensee payment of return shipping costs. Licensee has the right to cancel hardware purchases forty-five (45) days prior to scheduled delivery without cost. After hardware delivery or within forty-five (45) days of scheduled delivery, cancellation of the hardware purchase is subject to a manufacturer cancellation charge not to exceed thirty-five percent (35%) of hardware list price unless payment is not required under a different section of the Agreement such as Termination for Non Allocation of Funds. There are no refunds for cancellation of a subscription or maintenance if the term for the subscription or maintenance has started.

ARTICLE 6—FUNDING; NO MINIMUM PURCHASE

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

6.2 No Minimum Purchase. Neither the Customer nor the Authorized Entity is required to make a minimum purchase under this Agreement.

ARTICLE 7—ORDERS

7.1 Licensee Purchase Orders. The Customer shall issue purchase orders to Esri for Software, Data, Web Services, Documentation, services, or hardware based on the pricing specified in this Agreement on behalf of Authorized Entities.

Customer should confirm hardware pricing and model availability with Esri prior to the Customer placing a purchase order. The terms and conditions of this Agreement shall govern all orders issued by the Customer and will flow through to the Licensee. Customer is only responsible to provide access to the most current copy to Licensee. Customer is not liable for Licensee compliance. Any additional or different terms included with an order shall require approval by Esri via a written modification to this Agreement to be binding. Esri will not take any orders directly from Authorized Entities for this Agreement. Esri shall accept Customer purchase orders as order documents only from Customer. Properly completed purchase orders must be processed by Esri within five (5) business days of receipt of purchase order. For order documents that are not properly completed, Esri will endeavor to notify Customer of those errors within two (2) business days. Once Customer corrects order document errors and submits corrected order documents to Esri, Esri must use corrected orders to submit orders within five (5) business days of receipt of the corrected order. Esri shall accept only purchase orders originating from Customer.

Prior to any purchase by Customer on behalf of an Authorized Entity, Customer shall provide each such Authorized Entity with a copy of the Authorized Entity Acknowledgment Statement (Exhibit 2). Such Authorized Entity is required to return a signed Authorized Entity Acknowledgment Statement to Customer and Customer will then send a copy to Esri with each purchase order.

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. Date delivery is requested (minimum thirty [30] days after Esri receipt of order)
- d. Primary site for maintenance if primary maintenance is *not* ordered
- e. Quantity, description, and unit price
- f. On the face of the purchase order, print the following statement: "Subject to Master Purchase Agreement No. 2010MPA7132. No other terms shall apply."
- g. A signed copy of the Authorized Entity Acknowledgment Statement.

7.3 Additional Quotes. Licensee may request a quote for any new or unlisted Software, Data, Web Services, services, or hardware and issue a purchase order under this Agreement. Esri may require additional license terms for use of the new or unlisted Software, Data, Web Services, services, or hardware.

7.4 Authorized Entity. An Authorized Entity may order or acquire Software, Data, Web Services, Documentation, hardware, services, or maintenance subject to this Agreement. Authorized Entities will be required to assent to the terms of this Agreement. Esri shall not fill any purchase orders that do not adequately provide the information identified in section 7.2.

6.5 Registration/Keycode Request. To activate Software subject to a License Manager, Licensee may be required to register or obtain a keycode through Esri's Web site at myEsri.com or through Esri's Customer Service Department.

ARTICLE 8—INDIVIDUAL CUSTOMER

Each Authorized Entity shall follow the terms and conditions of the License Agreement as documented in the Authorized Entity Acknowledgment Statement and all applicable licenses; and they will have the same rights and responsibilities for their purchases as the Customer, including but not limited to, any indemnity or to recover any costs allowed in the contract for their purchases. Each Authorized Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice to each Authorized Entity individually.

ARTICLE 9—PRICING

9.1 Pricing. Esri will provide Software, Data, Web Services, Documentation, maintenance, and support 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 pricing no more than twice each calendar year upon at least forty five days prior written notice to Customer, which shall include an updated Price List. Esri may elect to adjust the discounted price level, 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.

9.2 Hardware. Hardware purchases will be processed in accordance with procedures in Article 12, Hardware Purchases. Esri is subject to hardware vendors' price fluctuations; however, Esri shall provide a firm quote for hardware valid for sixty (60) to ninety (90) days upon written request. Prior to placing orders, Licensee shall confirm delivery dates with Esri's hardware manager, at the contact information provided below:

Name: Dean Garner

Address: 380 New York St Redlands, California 92373

Phone: 909.793.2853 ext 4441

Email: dgarner@esri.com

9.3 Invoicing. The Authorized Entity will place the order with Customer; Esri will only accept orders from Customer and not directly from an Authorized Entity. Esri will provide a spreadsheet with the discounted pricing for Customer within 30 days of the Effective Date and no more than once each calendar quarter. Customer will post the pricing on its website after including an additional 1% contract fee, to be collected by Customer.

In general, the pricelist will reflect a discount of 14%. In some instances (identified by "*" on the pricelist), the 14% discount does not apply due to a pricing conflict with Esri's GSA schedule. Esri will offer these products to Customer at Esri's GSA equivalent price. Products which incur extensive royalties or other costs (identified by "***" on the pricelist) to Esri will not be discounted, but will be available for purchase by the Customer at Esri's Commercial List Price.

9.4 Training Services. Training will be provided in accordance with the policies defined under "Education and Training" at www.esri.com and the Esri Client Site Training Terms and Conditions (E207) incorporated herein. Training prices are subject to annual escalation, not to exceed seven and one-half percent (7.5%) in January of each year.

9.5 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 Software 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.

9.6 Overpayment to Esri. Esri shall refund to Customer the full amount of any erroneous payment or overpayment under this Agreement within thirty (30) days' written notice.

9.7 Advance Payment Prohibited. No advance payment except for maintenance or subscription based Term Licenses shall be made for the products furnished by Esri under this Agreement. Maintenance or subscription based Term Licenses shall be billed no more than twelve months in advance of the effective date.

ARTICLE 10—MAINTENANCE

Esri will provide maintenance, comprised of updates and technical support as specified in the latest software maintenance program found on the Esri Web site 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 start of the present maintenance term. If maintenance lapses, Licensee must pay maintenance reinstatement fees equivalent to the amount of back maintenance fees that would have been due from the end of the last maintenance period to the reinstate of maintenance.

ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

11.1 Terms of Compensation. Software, Data, Documentation, and hardware will be invoiced one-hundred percent (100%) upon receipt. Web Services will be invoiced one-hundred percent (100%) upon issuance of access codes. Software and hardware installation and training services, as applicable, will be invoiced upon completion. Licensee agrees to pay each invoice in full within thirty (30) days of receipt of a valid invoice. Any payment made in advance is made in good faith that Esri will successfully perform its obligations according to the applicable warranty section or Maintenance terms.

11.2 Acceptance. Unless rejected in writing, acceptance of any shipment of Software, Data, Documentation, and hardware shall be presumed to have occurred fifteen (15) days after shipment by Esri. Acceptance of Web Services occurs upon issuance of access codes. If Esri installation is ordered, acceptance occurs upon completion of Esri Software 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—HARDWARE PURCHASES

12.1 Hardware Purchase Procedures. Esri is a value-added hardware reseller. Licensee acknowledges that Esri is restricted from selling hardware to any user who has not licensed Software.

Esri shall provide hardware prices by written quotation prior to issuance of an order. Esri will order hardware upon receipt of Licensee's purchase order.

12.2 Responsibilities

- a. **Licensee Responsibilities.** Licensee shall designate a person to act as its system administrator. Prior to the start date for installation, Licensee shall, at its own expense, prepare the designated site in accordance with the hardware manufacturer's or third party vendor's ("Vendor's") specifications. These preparations shall include installation of appropriate electrical wiring, air conditioning, heating, humidity control, lighting, and space for hardware components.
- b. **Esri Responsibilities.** Esri shall coordinate the shipping, insurance, and delivery of the various hardware components including communication with Licensee regarding appropriate logistics.

12.3 Manufacturer's Warranty and Infringement Indemnity. Esri will pass through any hardware warranty and infringement indemnity from each respective manufacturer directly to Licensee. The Vendor's hardware is not designed for use in fail-safe environments or mission-critical applications such as, but not limited to, running nuclear operations, airport/aircraft control systems, or 911 emergency and life support response systems.

THE WARRANTIES AND INDEMNITIES SET FORTH IN THIS SECTION 12.6 FOR HARDWARE ARE IN LIEU OF, AND THIS AGREEMENT EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT THE HARDWARE IS FAULT-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

ARTICLE 13—GENERAL PROVISIONS

13.1 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 13. 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), (ii) the License Agreement, (iii) the Customer Software, Technical Data, and Assistance License Addendum, and (iv) the Esri Client Site Training Terms and Conditions.

13.2 Notice. Notice required or contemplated by either party must be delivered in person or by courier, express mail, facsimile, or postage-prepaid certified or registered airmail addressed to the party for whom it is intended at the address specified herein. Either party may change its address by giving prompt written notice to the other party of the change.

Licensee Contact:

See signature page (E111)

Esri Contact:

Manager, Contracts and Legal Services
Esri
380 New York Street
Redlands, CA 92373-8100
Phone: 909-793-2853
Fax: 909-307-3020



GENERAL LICENSE TERMS AND CONDITIONS
(E200 04/19/2010)
Under Washington State Master Purchasing Agreement
Number A11-MST-563

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

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- a. "Beta" means any alpha, beta, or prerelease Software, Data, Documentation, or Web Services.
- b. "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes, licensed under this License Agreement.
- c. "Documentation" means all printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- d. "Samples" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
- e. "Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an Esri authorized Web site or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- f. "Term License" means licenses provided for use in a limited time period or on a subscription or transaction basis.
- g. "Web Services" means software services or Esri or third-party data provided by Esri that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Software, Data, Web Services, and Documentation are licensed and not sold. Esri and its licensors own Software, Data, Web Services, Documentation, and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect Software, Data, Web Services, and Documentation from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this License Agreement including the right to change and improve Web Services.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this License Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to

- a. Use the type and number of copies of Software, Data, and Documentation and access Web Services (i) for which the applicable license fees have been paid, (ii) for Licensee's own internal use, and (iii) in accordance with Exhibit 1 and the licensed configuration on file as authorized by Esri.
- b. Access and use any secure Esri Web site resources made available to Licensee for Licensee's own internal use, provided that Licensee follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri shall be treated as Esri confidential information.

3.2 Beta License. Licensee may be accepted into a current Beta Testing Program.

- a. If Licensee is accepted into the Beta Testing Program, Esri will provide to Licensee access to Beta and will grant Licensee a personal, nonexclusive, nontransferable, royalty-free Term License to use Beta at the authorized and identified test sites solely for the purpose of testing Beta as delivered, in accordance with the Beta Testing Program guidelines and the terms of this License Agreement. This grant of license is effective from the date Licensee is accepted into the program or date of receipt of any Beta until the date of the commercial release of Software from Esri Customer Service or the date of termination of the Beta Testing Program for the specific Beta, whichever is sooner.
- b. Licensee agrees to provide suggestions or comments regarding performance, usability or effectiveness, bug reports, test reports, or other feedback (collectively, "Feedback") to Esri with respect to Beta.

- c. Licensee grants to Esri the right to freely use, share, disclose, reproduce, license, distribute and otherwise publicly display and perform any Feedback provided to Esri by Licensee. Licensee will not provide Feedback that Licensee knows or reasonably should have known contains content subject to license or use restrictions.
- d. Beta and Feedback contain confidential information and trade secrets that are proprietary to Esri. To the extent permitted by law, Licensee agrees to use commercially reasonable means (at least as great as those used by Licensee for its own confidential information) to maintain the integrity, confidentiality, and Esri proprietary rights in Beta and Feedback. Licensee may not share or release Feedback or results of Beta testing with any third party.
- e. Beta is subject to change prior to its commercial release or may never be commercially released. Licensee acknowledges that Beta is not suitable or licensed for full use in any production system and accepts all responsibility for use and any results generated.

3.3 Evaluation License. Esri may from time to time offer Term License(s) for Software, Data, Web Services, or Documentation for Licensee's evaluation only.

3.4 Consultant or Contractor Access. Subject to Section 3.1, Esri grants Licensee the right to provide access to and use of Software, Data, Web Services, or Documentation to any consultant or contractor of Licensee exclusively for the benefit of Licensee. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement. Access to or use of Software, Data, Web Services, and Documentation by consultants or contractors not exclusively for the benefit of Licensee is prohibited.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. Licensee may install and store Software, Data, and Documentation on electronic storage device(s).
- b. Licensee may make one (1) copy of Software, Data, and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in Documentation.
- d. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portion(s) of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors: "Portions of this document include intellectual property of Esri and its licensors and are used herein under license. Copyright © *[Insert the actual copyright date(s) from the source materials]* Esri and its licensors. All rights reserved."
- e. As part of Licensee's own internal use, Licensee may provide its maps and digital images to other agencies of state government and other tax-supported entities, provided no one other than the Licensee has access to the Software, Data, Web Services or Documentation without prior written permission from Esri.

4.2 Uses Not Permitted

- a. Except as provided herein, Licensee shall not sell, rent, lease, sublicense, lend, assign, or time-share Software, Data, Web Services, or Documentation. Licensee shall not act as a service bureau or commercial application service provider (ASP) that allows third-party access to Software, Data, Web Services, and Documentation. Except as mutually agreed to in a written amendment for a specific product, Licensee shall not use Software, Data, Web Services, or Documentation for a site or service and operate the site or the service for a profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service).
- b. Except as provided herein, Licensee shall not redistribute Software, Data, or Web Services to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs.
- c. Licensee shall not reverse engineer, decompile, or disassemble Software, Data, Web Services, or Documentation except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- d. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measure(s) that controls access to or use of Software, Data, Web Services, and Documentation.

- e. Except as provided herein, Licensee shall not redistribute Software activation number(s), registration number/license authorization file(s), developer license file(s), or Web Services access codes to third parties. For avoidance of doubt, this does not preclude Customer or a broker used by Customer to procure Software, Data, Web Services, and Documentation on behalf of Authorized Entities.
- f. Licensee shall not use Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
- g. Licensee shall not remove or obscure any Esri or its licensors' patent, copyright, trademark, or proprietary rights notices contained in or affixed to Software, Data, Web Services, or Documentation.
- h. Licensee shall not unbundle individual or component parts of Software or Data for independent use.
- i. After a reasonable transition period, Licensee shall not use an older version of the Software that Licensee has updated to a newer version. Licensee shall not use more Software licenses at any given time than the total quantity in Licensee's licensed configuration on file with Esri.

ARTICLE 5—TERM AND TERMINATION

This License Agreement is effective upon acceptance. This License Agreement and any licenses granted hereunder shall continue until (i) such time that Licensee elects in writing to discontinue use of Software, Data, Web Services, or Documentation and terminates the license; (ii) expiration of a Term License; or (iii) either party terminates the license for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material breach of a nature that is impossible to cure. Upon termination of a license, Licensee shall (i) cease access and use of Web Services and clear Web Services client-side data cache and (ii) cease use, uninstall, remove, and destroy all Software, Data, and Documentation and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such actions to Esri.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Esri warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) media on which the Software, Data, and Documentation are provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

6.2 Data and Web Services Disclaimer. Data and Web Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND WEB SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that Data and Web Services will meet Licensee's needs or expectations, that the use of Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on Data or Web Services, and Licensee should always verify actual Data or Web Services.

6.3 Special Disclaimer. SAMPLES, HOT FIXES, PATCHES, EVALUATION SOFTWARE, AND BETA ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLES, HOT FIXES, PATCHES, EVALUATION SOFTWARE, AND BETA.

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EXHIBIT 1
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(E300 03/29/2011)

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The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS for INSPIRE (7, 8, 33, and 35)
 - ArcGIS Server Geoportals Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, 35, and 53)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (1 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, 45, and 48)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)
- Esri Business Analyst Server
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- Esri Business Analyst Server (Canadian Edition) (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 36, 39, 40, 45, and 48)
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- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- File Geodatabase API
- Geoportals Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)
- Esri Redistricting Online (6, 25, 33, 34, and 35)

Data

- Data with ArcGIS Data Appliance (6, 23, 25, and 41)
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 - b. A license for desktop applications or SharePoint is per organization. For the purposes of this license, organization is equivalent to a principal registered unique domain identifier (as described above). For example, 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.
54. ArcGIS Mobile is licensed for use with ArcGIS Server Advanced (Enterprise or Workgroup) and ArcGIS Desktop (ArcInfo, ArcEditor, ArcView, and ArcGIS Engine applications).
55. Licensee may develop software or web applications that use the Business Analyst Online API to access, query, create, display, and redistribute Reports and resulting static, electronic maps to end user(s) of Licensee's software or web applications. End user(s) of Licensee's software or web applications may use the Reports and maps for internal purposes only and not for further redistribution. "Report" means any formatted output created by the Business Analyst Online API, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats.
56. For Reports or maps displayed or posted to an external website, or Reports or maps created for Licensee's end user(s), Licensee shall affix an attribution notice to Licensee's online and/or hard-copy output that acknowledges Esri's and its third-party data supplier's intellectual property. These notices are found in the PDF format of each individual Report or as follows: "Source [Esri, Supplier]" or Copyright © [year(s)] [Esri, Supplier]. All rights reserved."
57. Licensee may only display or post any combination of 100 Business Analyst Online Reports and maps on its external websites.
58. Licensee shall order a separate Business Analyst Online subscription for each person who uses Business Analyst Online and shall provide output from the Business Analyst Online subscription only to the e-mail of the individual subscriber.



TRAINING TERMS AND CONDITIONS
Under Washington State Master Purchasing Agreement
Number A11-MST-563

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

This Training Agreement ("Agreement") is between Licensee as defined in the Master Purchase Agreement (hereinafter "Client") and **Environmental Systems Research Institute, Inc. ("Esri")**. Client acknowledges that Client has read and understood this Agreement and agrees to be bound by the terms and conditions hereof.

RECITALS

The Client wishes to arrange for certain training in the use of GIS software. Esri is willing to conduct training courses and provide related services regarding the use of GIS software pursuant to the terms and conditions contained herein. The parties therefore agree as follows:

ARTICLE 1—TRAINING DESCRIPTION

Esri offers a set of instructor-led training and client coaching services related to the use of its proprietary GIS software. Instructor-led training events occur at a client's site, at an Esri Learning Center, or via the Web. The Esri software training course(s) to be conducted, location, and schedule dates are set forth in the *Esri Course Catalog* located on Esri's Training Web site (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training Web site. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations. Client coaching services may be provided immediately before or immediately following an Esri training course to familiarize the Student with the software or to review and practice course concepts with an instructor's guidance.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual, where applicable.
- Esri will confirm Learning Center training class scheduled dates approximately ten (10) business days prior to the class start date.
- Esri will confirm Client Site scheduled dates upon receipt of the completed Client Site Training Request Form and intended payment method.

ARTICLE 3—CLIENT'S RESPONSIBILITIES

- Client must ensure the protection of Esri's copyrights. Client shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s), except as required by law
- Client must not resell seat(s) to an Esri training class, unless explicitly authorized in writing by Esri.
- Client must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training Web site.
- Client must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Client submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- U.S. government export control laws and regulations prohibit U.S. persons from engaging in transactions with certain denied persons found on various U.S. Government Denied Persons lists (e.g., U.S. Department of the Treasury's Specially Designated Nationals List, U.S. Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Client must submit to the Esri Training Event Assistant a list of the names of Students that are to attend any training class. Client must submit the list of Student names to Esri at least three (3) business days before the class start date. Any Student that is found on any of the various U.S. Government Denied Persons lists will not be permitted to attend training.
- Client is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to U.S. government export regulation requirements, course scheduling changes, or cancellations.

- Client must provide written notice to Esri's Customer Service of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Client is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri.
- If the Esri Mobile Lab is utilized at Client's site, then the following terms will apply:
 - Upon receipt, Client must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant.
 - Client must keep the Mobile Lab in a secure, locked area between class sessions.
 - Client must ensure that only registered Students use the Mobile Lab equipment.
 - Client is responsible for any and all loss of, damage to, or theft of the Mobile Lab while in Client's possession.
 - Client warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law.
 - The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
 - Client shall make the Mobile Lab available for freight pickup immediately on conclusion of the Esri course(s).
- Client must complete and submit an Esri Client Site Training Request Form, as provided by the Training Event Assistant.

ARTICLE 4—INSURANCE AND INDEMNIFICATION

4.1 Insurance.

4.1.1 Esri shall, while performing work under this Agreement, maintain in full force and effect, the insurance described in this section. Esri shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may, at Client's sole option, result in this Agreement's termination.

4.1.2 The minimum acceptable limits shall be as indicated below, with no deductibles, unless otherwise indicated, for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
- c. Employer's Liability insurance covering the risks of Esri's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
- d. Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million, excluding the Professional Liability Errors and Omissions policy; and
- e. Professional Liability Errors and Omissions, with a deductible not to exceed \$100,000, and coverage of not less than \$1 million per occurrence/\$2 million general aggregate.

4.1.3 Esri shall pay premiums on all insurance policies. Client shall be named as an additional insured on all general liability, automobile liability, and umbrella policies, and Esri shall provide a copy of the blanket policy endorsement(s) establishing Client as an additional insured. Such policies shall have a condition that they not be revoked by the insurer until forty five (45) calendar days after notice of intended revocation thereof shall have been given to Client by the insurer except that (i) ten

(10) days notice shall be given for cancellation for non-payment of premium and (ii) for Employer's Liability insurance, Esri shall provide notice in lieu of the insurer.

4.1.4 All insurance provided by Esri shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision, except for Employer's Liability insurance.

4.1.5 Reserved.

4.1.6 Reserved.

4.1.7 By requiring insurance herein, Client does not represent that coverage and limits will be adequate to protect Esri. Such coverage and limits shall not limit Esri's liability under the indemnities and reimbursements granted to Client in this Agreement.

4.1.8 Industrial Insurance Coverage

Prior to performing work under this Agreement, Esri shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Agreement. Client will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Esri, or any Subcontractor or employee of Esri, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement.

4.1.9 Licensing Standards

Esri shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of this Agreement. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

4.2 Indemnification. Esri will indemnify and hold harmless Client and each of its directors and officers (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments, and settlements, including all reasonable costs, expenses, and attorneys fees, arising out of any action or claim for bodily injury, death, or 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 while engaged in or as a result of the training or coaching services provided by Esri pursuant to this Agreement while on Client's site.

ARTICLE 5—UNIQUE CLIENT COACHING PRIVACY TERMS

In the event Client coaching services are to be ordered, the following terms shall apply:

Client shall not provide to Esri or disclose to the instructor any company confidential, proprietary, personally identified information ("PII") (e.g., GLBA, HIPAA, CII from the U.S. Department of Homeland Security), classified, and so forth, data for use in the coaching session. Notwithstanding anything in this Agreement to the contrary, Esri retains the right to refuse acceptance of any nonpublic personal information ("NPI") or Customer Information regardless of the form of disclosure. Esri will only accept receipt of information from Client that comports with the exceptions set forth in Subsections 4(B) and 4(C)(ii) of Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809) and implementing regulations thereof.

ARTICLE 6—SOFTWARE LICENSES

The terms of the Esri license agreement are applicable to all Client course Students and for Esri software, data, and documentation licensed for use in any training course to be conducted. For Client Site Training, temporary software licenses may be issued by Esri where there are an insufficient number of software licenses available at the training facility. Client must uninstall the temporary software licenses at the conclusion of the training course and return to Esri any media provided.

ARTICLE 7—CANCELLATION AND RESCHEDULING POLICY

Client may cancel or reschedule Student attendance in training up to three (3) working days before the scheduled class start date. In the event of a cancellation, Client will reimburse Esri for any reasonable travel and shipping expenses incurred by Esri. In the event Client does not notify Esri at least three (3) days prior to the scheduled training date, Client will be charged the full amount of the Student enrollment or the entire training class.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Client at least three (3) business days before the scheduled date.

If cancellation of a training event is necessary due to Force Majeure as described in Article 11 below, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

Students may transfer from one scheduled Esri Learning Center class to another up to two (2) times at no additional charge. Subsequent transfers may be assessed an additional nonrefundable transfer fee.

Student substitutions, when a Student's place in class is filled by another person from the same organization, are allowed provided that Esri Customer Service is notified three (3) business days in advance of the class start date.

ARTICLE 8—PAYMENT

Accepted payment methods are found at http://training.esri.com/gateway/index.cfm?fa=catalog_paymentdetails.

If payment is made in the form of a purchase order, Esri shall invoice Client upon completion of each training course or immediately upon receipt of purchase order, as mutually agreed upon with the Client. Client shall make payment no later than thirty (30) days after receipt of invoice. If the Client is invoiced and pays that invoice prior to the scheduled class, then the Client has one (1) calendar year (twelve [12] consecutive months) from the date of the invoice to consume the prepaid monies. Thereafter, all prepaid fees are forfeited.

ARTICLE 9—CONFIDENTIAL INFORMATION

Except as provided in Article 5, Unique Client Coaching Privacy Terms, Esri or the Client may disclose to the other party certain confidential information under this Agreement. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this Agreement or as otherwise may be required by law. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the confidential information of the other party.

ARTICLE 10—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 11—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, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, 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.

ARTICLE 12—WARRANTY

Esri will provide training in a manner consistent with the technical and professional standards of the industry.

12.1 Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE DELIVERABLES ARE ERROR FREE.

ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY THE CLIENT FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 14—EXPORT CONTROL REGULATIONS

Esri technology is subject to U.S. export control laws and regulations. Esri software, data, documentation, training materials, and any underlying information or technology may not be exported, reexported, or transferred in whole or in part to (i) any U.S. embargoed or sanctioned country (including to a national or resident of a U.S. embargoed or sanctioned country, currently including Cuba, Iran, North Korea, Sudan, and Syria); (ii) any person on the U.S. Department of the Treasury's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity where such export or reexport violates any U.S. export control law or regulation.

ARTICLE 15—TAXES

Training provided is quoted exclusive of all state, local, value-added, or other taxes; customs; or duties or other charges (other than income taxes payable by Esri). In the event such taxes or charges become applicable to Esri's training or deliverables, Client shall pay any such applicable tax upon receipt of written notice that such taxes or charges are due.

ARTICLE 16—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

ARTICLE 17—GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of Washington without reference to its conflict of laws principles.

ARTICLE 18—ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements (including any attached purchase order terms and conditions) between the parties relating to such subject matter. The undersigned hereby acknowledges and represents that he/she has read and understands this Agreement and has the authority to bind his/her organization to these terms and conditions. An executed Agreement shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by Client. Duplicates are valid and binding even if an original paper document bearing Client's original signature is not delivered.



TRAINING TERMS AND CONDITIONS
Under Washington State Master Purchasing Agreement
Number A11-MST-563

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

EXHIBIT 2
AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

The State of Washington ("Customer") shall require Authorized Entities to be contractually bound to the terms of the Master Purchase Agreement **A11-MST-563** by executing an Authorized Entity Acknowledgment Statement. Customer shall keep a copy of the signed original acknowledgment for its records and forward an original to Environmental Systems Research Institute, Inc. ("Esri"), (to the Attention of Matthew Kleinhans, Contracts and Legal Services Department, 380 New York Street, Redlands, California 92373-8100 USA).

For avoidance of doubt, Licensee's use of the Training Services, Software, Data, Web Services, and Documentation is subject to the terms of the applicable Training Agreement, License Agreement and Master Purchase Agreement.

Accordingly, _____ ("Authorized Entity"), as a Licensee, represents it has received and read the Master Purchase Agreement (2010MPA7132/ **A11-MST-563**) and understands and agrees to be bound by the terms and conditions contained therein. Authorized Entity acknowledges and agrees that Esri may pursue remedies against Authorized Entity for material breach by Authorized Entity of the Agreement.

No other rights are granted to Authorized Entity under this acknowledgment.

ACCEPTED AND AGREED:

(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____