

This Esri Maintenance and Support Program document describes Esri's commitment to support a US customer's use of Esri's unmodified Qualifying Products by providing some or all of the following maintenance benefits: technical support, new version software, hot fixes, patches, software updates, Self-Paced E-Learning, beta programs, and/or Esri User Conference registration ("**Maintenance**"). Maintenance benefits may vary by product or program. For Maintenance details, contact Esri Customer Service or visit Esri's product qualification web page at <http://www.esri.com/software/maintenance/benefits>.

In addition to Maintenance, customers in the United States of America may purchase Premium Support Services ("PSS") and/or Special Events Premium Support Services ("SEPSS"), and/or North America Regulated Industries Support ("NORUS"), which enhance the benefits of Maintenance. For further details, contact Esri or visit Esri's support web page at <http://support.esri.com/other-resources/SupportServices>.

Esri reserves the right to change the Esri Maintenance and Support Program at any time and, if reasonable under the circumstances, Esri will provide thirty (30) days' advance written notice of any material alterations. Any material alterations will become effective upon renewal.

## ARTICLE 1—DEFINITIONS

The terms used are defined as follows:

- a. "**Authorized Caller(s)**" means the Customer-designated individual who may contact Esri to request standard technical support (e.g., to report technical issues or request product assistance).
- b. "**Case**" previously referred to as Incident, means the Esri record that contains technical notes and documentation of all related interactions between Customer and Esri Support Services for a given technical issue. Depending on how the request was initiated, Esri will provide phone, email, or chat confirmation of the Case creation. The Case will be given a unique identification number for reference and tracking.
- c. "**Customer**" means Licensee as defined in the License Agreement.
- d. "**Customer Number**" means a unique number created by Esri to identify each Customer office or site and that will be included on the invoice and/or packing list with any shipment.
- e. "**Esri Support Services**" means Esri support team.
- f. "**Hot Fix(es)**" means a single fix in one of the specific functional areas that is critical to Customer (e.g., Customers production has stopped) Esri will send the Hot Fix to Customer as soon as Esri completes a technical feasibility assessment. With the Hot Fix, Esri will deliver documentation that will clearly identify the technical problems addressed and any limitations. Esri will conduct limited testing on Hot Fixes before providing them to Customer. Esri will incorporate Hot Fixes into subsequent service packs. Hot Fixes do not provide new functionality. Hot Fixes will only function with the associated Esri product type and release.
- g. "**Patch(es)**" means a single fix (see Hot Fix[es]) or a set of related fixes that are in a specific functional area of the Esri product and will apply to multiple Esri customers. Once a Patch is released, it will be incorporated into a subsequent service pack release. Esri conducts limited testing on Patches before providing them to customers. Patches do not provide new functionality. Patches will only function with the associated Esri product type and release.
- h. "**Premium LAC**" means up to two (2) individuals selected by Customer to report a PSS Case and work directly with the TAM.
- i. "**PSS Case(s)**" means a Case that is opened as or elevated to PSS and/or SEPSS via Customer request or technical support's elevation process.
- j. "**Qualifying Product(s)**" means Esri's unmodified Products or Products that were modified by Esri or under Esri's direction and are eligible for some or all of the Maintenance benefits licensed to Customer subject to the terms and conditions of the License Agreement signed by Esri and Customer.
- k. "**Self-Paced E-Learning**" means a collection of self-paced learning resources for the ArcGIS Platform, accessible from the Esri Training website.

- l. **"Software Updates"** means a collection of files that enhance or correct a Qualifying Product and that will be available for Customer to download during the Maintenance term.
- m. **"Support Program(s)"** means PSS, SEPSS or NORUS.
- n. **"TAM"** means the Technical Account Manager who will be the primary point of contact for the coordination and escalation of PSS Cases.

## ARTICLE 2—PAYMENT, EXPIRATION, RENEWAL, AND REINSTATEMENT

**2.1 Payment.** Esri will automatically provide Maintenance for the first twelve (12) consecutive months from the licensed date of Qualifying Products. All Maintenance and any Support Program(s) may be purchased in advance, with payment terms of net thirty (30) days, unless otherwise agreed to in another agreement between Customer and Esri. Customer may issue a purchase order for its initial Support Program order at any time during a Maintenance term.

**2.2 Term Expiration.** Esri will send Customer a notice of expiration one hundred twenty (120) days before the term expires. Esri will issue a quote ninety (90) days before the expiration date ("Renewal Quote"). The Renewal Quote will be sent via email or fax and provide Customer with a breakdown of the Products licensed and additional Support Program(s) due to expire and the associated fees to renew. If Esri does not receive a purchase order or payment prior to the expiration date, Esri will notify Customer that the term has expired. Esri will continue to provide standard technical support for an additional thirty (30) days, but Customer will no longer receive Software Updates released after the Maintenance term's expiration or have access to Support Program(s). If Customer does not reinstate Maintenance within thirty (30) days after the expiration date, Customer will no longer receive technical support. All other Maintenance benefits and Support Program(s) will end with the expiration of the Maintenance term.

**2.3 Prorating Renewal Terms.** If Customer has acquired multiple Qualifying Products throughout the course of a year, Esri will provide a single Renewal Quote with prorated fees and a common renewal term for all Qualifying Products and Support Program(s) (if applicable). The common renewal term will start on the earliest of the Qualifying Products' renewal dates.

**2.4 Reinstatement Fee for Past Due Renewals.** Esri will reinstate Maintenance and Support Program(s) (if applicable) if Customer sends a purchase order or payment within thirty (30) days of the expiration date. If Customer does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Customer would have paid since the expiration date. Renewal Maintenance and Support Program(s) will be reinstated at the then-current pricing.

## ARTICLE 3—ESRI USER CONFERENCE REGISTRATION; SELF-PACED E-LEARNING

**3.1 Esri User Conference Registration.** During the Maintenance term, Customer may be eligible for complimentary registrations to attend the Esri User Conference. Unless otherwise agreed to in writing by Esri and Customer, Customer's eligibility will be dependent on the license type(s) and quantity of Qualifying Products. Customer may purchase additional registrations. Customer must submit a registration form for each individual attending the conference. Esri User Conference registrations are assigned in the order received and are nontransferable.

**3.2 Self-Paced E-Learning.** During the Maintenance term, Customers will receive access to Self-Paced E-Learning. Each individual must have an Esri account, a broadband Internet connection, and must be an employee, agent, consultant, or contractor of Customer. For education accounts, individuals may include registered students.

## ARTICLE 4—TECHNICAL SUPPORT

**4.1 Scope of Technical Support.** During the Maintenance term, Qualifying Products will receive the level of technical support corresponding to the respective life cycle phase. Information on the Qualifying Product life cycle phase and the ArcGIS Product Life Cycle Support Policy can be found at <http://support.esri.com/en/content/productlifecycles>. Esri does not provide technical support for (a) sample

applications; (b) patches received outside of a life cycle; or (c) third-party software, hardware, graphics cards, monitors, plotters, graphics printers, digitizers, modems, or similar peripherals that are not provided by Esri. However, Esri does answer questions about how to interface Esri products with supported devices.

**4.2 Authorized Callers.** Customer may designate a limited number of Authorized Callers per Qualifying Product. Customer may replace Authorized Callers at any time by notifying Esri Support Services or through the My Esri site. If Customer has an enterprise agreement, site license agreement, or paid Support Program(s) subscription with Esri, Authorized Callers will be identified by name in the corresponding agreement or documentation.

**4.3 Telephone, Chat, and Web Form.** If Customer needs help with a technical issue, Authorized Caller may contact Esri by phone, chat, or web form.

- a. *By Telephone.* Each technical support request will be logged as a Case. After a Case is logged, the caller will be connected to a technical specialist who will be dedicated to work on the technical issue. If a technical specialist is unavailable, the Case will be placed in a dispatch queue for the next available technical specialist.
- b. *By Chat.* To initiate a chat consultation, click the Chat with an Analyst button at <http://support.esri.com/en/webform-chat>. Chat-based requests can only be made during Esri Support Services operating hours, listed in Article 7 below. Each technical support request will be logged as a Case. After a Case is logged, Authorized Caller will be connected to a technical specialist. If a technical specialist is unavailable, Authorized Caller can opt to receive an email notification when the next technical specialist is available.
- c. *By Web Form.* Authorized Caller may request technical support by completing an online web form available at <http://support.esri.com/en/webform>. Requests made through this channel are received twenty-four (24) hours a day, seven (7) days a week, but are logged and assigned to a technical specialist the next business day. Esri will respond on a first come, first served basis. All Cases reported by web form are given the same priority and level of attention as those reported by telephone.

**4.4 Esri Online Support Center and My Esri.** Esri has created a self-help support website center for Authorized Caller to submit technical issues; chat with technical specialists; track technical support Cases through the Esri Customer Care portal; and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The Esri Support website can be found at <http://support.esri.com>. My Esri can be found at <https://my.esri.com>.

**4.5 Technical Support Case Reporting/Logging.** For most Qualifying Products, Authorized Caller may contact Esri as many times as needed. All requests for technical support must contain detailed information about the technical issue. Authorized Caller must be prepared to provide as much of the following information as possible:

- |   |  |
|---|--|
| ▪ The Esri Customer Number  | ▪ The Esri Global ID   |
| ▪ The phone number and email address where Authorized Caller can be reached | ▪ A description of what Customer was doing when the problem occurred |
| ▪ The version of the software and operating system in use                   | ▪ The exact wording of any error messages that appear on the screen  |
| ▪ The database in use, if applicable  | ▪ Any steps taken to resolve the problem                             |

**4.6 Standard Technical Support Response Time.** Esri will respond to a technical support request during Esri Support Services operating hours. Esri will make commercially reasonable efforts to respond and provide status updates to Authorized Caller according to the severity level of the technical issue as shown in the table below. Authorized Caller may request that the technical specialist change a technical issue severity level, but requests for critical- and high-severity levels must be made via telephone.

| Severity | Criteria  | Response Time            | Status Updates  |
|----------|---|--------------------------|---|
| Critical | <ul style="list-style-type: none"> <li>Causes a severe impact to business operations (e.g., critical business processes are disabled)</li> <li>No workaround available</li> </ul>                           | Six (6) business hours   | Esri will provide status every business day until closure of the Case.            |
| High     | <ul style="list-style-type: none"> <li>Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data)</li> <li>No stable workaround available</li> </ul> | Eight (8) business hours | Esri will provide status every business day until closure of the Case.            |
| Medium   | <ul style="list-style-type: none"> <li>Causes a minor impact to business operations</li> </ul>  | Two (2) business days    | Esri will provide status every three (3) business days until closure of the Case. |
| Routine  | <ul style="list-style-type: none"> <li>Causes little or no impact to business operations</li> </ul>   | Two (2) business days    | Esri will provide status every five (5) business days until closure of the Case.  |

**4.7 Resolution Time.** After the Technical Support Case is logged, Esri will use commercially reasonable efforts to provide corrections to a technical issue or supply a workaround. While it is Esri's goal to provide an acceptable resolution to technical issues, Esri cannot guarantee that all technical issues can be fixed or resolved.

#### ARTICLE 5—PREMIUM SUPPORT SERVICES (US CUSTOMERS ONLY)

Customers current on Maintenance may purchase PSS on an annual basis coterminous with Maintenance or SEPSS in blocks of one (1) month, three (3) months, six (6) months. Upon payment of PSS or SEPSS, Customer will receive all benefits described for in Article 4 above and additionally receive (i) access to a designated TAM, (ii) the ability for Premium LAC to convert a Case into a PSS Case at any time, (iii) priority Case management, and (iv) additional enhanced support and services.

**5.1 Technical Account Manager.** Esri will assign a TAM to Customer to work directly with Premium LAC to oversee open Cases.

- TAM will (i) become familiar with Customer's geographic information system (GIS) software architecture and infrastructure; (ii) verify that all open PSS Cases are prioritized above Cases opened under Maintenance; (iii) work closely with Premium LAC and Esri senior support analyst toward the resolution of all open PSS Cases; (iv) provide Premium LAC with a daily status update on all PSS Cases or as agreed to by TAM and Customer; and (v) make reasonable efforts to be available from 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except on Esri holidays.
- Esri may replace TAM with another TAM of similar skill and background, by written notice to Customer.
- All communications will be conducted in the English language unless by written agreement of both parties.

**5.2 Priority Case Management.** Cases reported by Premium LAC and converted to a PSS Case will be given priority handling after the initial Case is created and documented (excluding chat Cases).

**5.3 PSS/SEPSS Response Time.** In addition to the response times outlined in Article 4.6, Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new PSS Case, regardless of its severity level. Esri will provide a status report every business day until closure of the PSS Case.

#### ARTICLE 6—NORTH AMERICA REGULATED INDUSTRIES SUPPORT (US CUSTOMERS ONLY)

Customers current on Maintenance may purchase NORUS on an annual basis coterminous with Maintenance. Customers with NORUS will receive technical support from technical specialists who are confirmed US citizens

located in the US and who will be the only technical specialists able to access Cases and Customer data created or collected by NORUS technical specialists.

#### ARTICLE 7—CONFIDENTIALITY

All data, conversations, and Cases are confidential in nature. Esri will treat all Cases (including PSS Cases) as confidential, using the same degree of care, but no less than reasonable care, as Esri uses to protect its own confidential information of a similar nature. Within ninety (90) days of closing a Case, Esri will delete or destroy all information provided within a Case, unless otherwise requested by Licensee in writing. This obligation to delete or destroy excludes information retained in backup media or other archival records maintained in the ordinary course of business that are not readily accessible by Esri personnel, or information retained for future review by Esri's development team.

#### ARTICLE 8—CONTACTING ESRI

##### Esri Support Services

Web: <http://support.esri.com/>

Tel.: 909-793-3774

Toll-Free Phone: 888-377-4575, extension 2

Support Web Form: <http://support.esri.com/en/webform>

MyEsri: <http://my.esri.com>

Chat: <http://support.esri.com/en/webform-chat>

##### Esri Corporate Offices

Tel.: 909-793-2853

Fax: 909-793-5953

Email: [info@esri.com](mailto:info@esri.com)

##### Esri Customer Service

Tel.: 888-377-4575,  
extension 5

Email: [service@esri.com](mailto:service@esri.com)

Web: <http://service.esri.com>

Operating Hours: 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except Esri holidays.