



## ArcGIS ONLINE SERVICE LEVEL AGREEMENT

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

### 1. DEFINITIONS

"Covered Downtime" means all Downtime other than Excluded Downtime.

"Covered Services" means the components of ArcGIS Online identified in Section 4 below.

"Downtime" means periods during which material portions of the Covered Services are not available.

"Excluded Downtime" includes Planned Downtime and any Downtime resulting from (i) events beyond Esri's reasonable control, including, but not limited to, network disruptions, denial of service attacks, network hacks, or events constituting a force majeure; (ii) any action taken under Licensee's account; (iii) any termination or suspension of Licensee's account in accordance with the terms of the Agreement; (iv) any third-party software or hardware used to access the Services; (v) use of the Services in a manner that is inconsistent with the Agreement or Esri's reasonable instructions; and (vi) use of Beta, evaluation, and free Services.

"Planned Downtime" means Downtime for scheduled maintenance. Esri will use commercially reasonable efforts to announce Planned Downtime as early as possible but no less than eight (8) hours beforehand.

"Quarterly Uptime Percentage" equals one hundred percent (100%) less the percentage of one (1)-minute intervals during the Service Quarter that constitute Covered Downtime. The Services will be considered to have been one hundred percent (100%) available for any portion of a Service Quarter in which Licensee did not maintain an active subscription.

"Service Quarter" means a standard three (3)-month calendar quarter. Service Quarters are defined as the following four (4) specific time periods: January through March, April through June, July through September, and October through December.

"SLA Credit" means a credit applied to Licensee's subscription when the Service Commitment is not met.

### 2. SERVICES AVAILABILITY

Esri will use commercially reasonable efforts to make the Covered Services available with a Quarterly Uptime Percentage of ninety-nine point nine percent (99.9%) ("Service Commitment"). For any Service Quarter that the Quarterly Uptime Percentage is less than Esri's Service Commitment, Licensee will receive an SLA Credit equivalent to the net Covered Downtime during the relevant Service Quarter in excess of the maximum Downtime permitted under the Service Commitment. Licensee will receive one (1) day of SLA Credit for every twenty-four (24) hours (or fraction thereof) of excess Covered Downtime. SLA Credit(s) is Licensee's sole and exclusive remedy for any breach of this SLA. SLA Credit(s) is nontransferable.

### 3. PROCEDURE

Once Esri has verified that the Quarterly Uptime Percentage for Licensee's account fell below ninety-nine point nine percent (99.9%), the appropriate SLA Credit will be applied to Licensee's account in the next billing cycle.

#### **4. COVERED SERVICES**

The following ArcGIS Online Services are covered by this SLA:

ArcGIS Online Services

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