Maintenance and Support Program



Customers in the United States that keep their Maintenance or Subscription(s) current have access to support for Qualifying Products. Qualifying Products may be included in an Enterprise Agreement or licensed individually. Support may vary by product, license type, subscription, program, and in accordance with the Esri Product Life Cycle Support Policy, and may include some or all the following:

- Standard Technical Support
- New versions and Software Updates, Hot Fixes and Patches
- Self-Paced E-Learning
- Esri User Conference registration
- Access to ArcGIS Living Atlas Subscriber Content
- Access to the latest ArcGIS Solutions

For a current description of support by product, license type, subscription, or program, please visit https://www.esri.com/en-us/apps/maintenance-benefits. For additional details about Esri's support program visit https://www.esri.com/benefits or contact Esri Customer Service.

Add-On Support Programs

Customers current on support may purchase one or more of the following add-on support programs on an annual basis ("Add-On Support Programs"), which will run concurrently with their support term:

- Premium Support Services ("PSS")
- Special Events Premium Support Services ("SEPSS")
- North America Regulated Industries Support ("NORUS")
- After Hours Support
- Enablement Support Services ("ESS")

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 technical support (e.g., to report technical issues or request product assistance).
- b. "Case(s)" 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, chat, or Esri Support App confirmation of the Case creation. The Case will be given a unique identification number for reference and tracking.
- "Customer" means Licensee or Customer as defined in the Master Agreement or Customer's signed Agreement with Esri.
- d. "Customer Number" means a unique number created by Esri to identify each Customer office or site, which is included on Esri invoices.
- e. "Esri Support Services" means the Esri technical support team.
- f. "Hot Fix(es)" means a single fix in one of the specific functional areas that is critical to Customer (e.g., Customer's 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 Software Updates. 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 Software Update. 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 Licensee Authorized Contact" or "Premium LAC" means up to two (2) individuals designated by Customer as its authorized caller(s) 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 support programs.
- k. "Self-Paced E-Learning" means a collection of self-paced learning resources for applicable Esri products accessible from the Esri Training website.
- I. "Software Updates" means a collection of files that enhance or correct a Qualifying Product and will be available for Customer to download during the support term.
- m. "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, RENEWAL, REINSTATEMENT, AND EXPIRATION

- **2.1 Payment.** Unless otherwise agreed to in another agreement between Customer and Esri, Esri will provide support for Qualifying Products during an Enterprise Agreement term, Maintenance term, or the term of a Subscription following Esri's acceptance of an order.
- **2.2 Renewals.** Esri will issue a quote approximately ninety (90) days before the expiration date ("**Renewal Quote**"). The Renewal Quote will be sent via email and provide Customer with a breakdown of the Qualifying Products licensed and Support Program(s) due to expire and the associated fees to renew. If Customer has acquired multiple Qualifying Products and/or Support Programs 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).
- **2.3 Past-Due Renewals (Subscriptions).** If Customer does not renew a Subscription to a Qualifying Product prior to the renewal quote's expiration date, but at a later date wants to renew their Subscription, Esri will quote associated fees to renew at then-current pricing with any legacy or migration pricing forfeited.
- **2.4 Past-Due Renewals (Maintenance on Perpetual Licenses).** If Customer does not renew Maintenance on a Qualifying Product prior to their renewal quote's expiration date, but at a later date wants to reinstate Maintenance, fees will include the fees that Customer would have paid since the expiration date. Esri will quote associated fees to renew at then-current pricing with any legacy or migration pricing forfeited.
- **2.5 Term Expiration.** It is Customer's responsibility to renew Maintenance, Subscriptions, or Add-On Support Programs in order to be eligible to receive support. If Esri does not receive a purchase order or payment for renewal prior to the expiration date, Customer will no longer be eligible to receive support.

ARTICLE 3—ESRI USER CONFERENCE REGISTRATION; SELF-PACED E-LEARNING; LIVING ATLAS SUBSCRIBER CONTENT; ARCGIS SOLUTIONS

Support for Qualifying Products may include the following:

- **3.1 Esri User Conference Registration.** Customer must submit a registration form for each individual attending the Esri User Conference. Registrations are assigned in the order received and are nontransferable. Customer may also purchase additional registrations.
- **3.2 Self-Paced E-Learning.** Access to Self-Paced E-Learning requires each individual to have an Esri account, or ArcGIS Online account with Esri Access enabled; have a broadband Internet connection; and be an employee, agent, consultant, or contractor of Customer. For education accounts, individuals may include registered students.

- **3.3 Living Atlas Subscriber Content.** Living Atlas Subscriber Content allows ArcGIS Named Users access to a collection of value-add layers from ArcGIS Online. These layers are denoted by a Living Atlas Subscriber Content badge on their item details pages.
- **3.4 Latest ArcGIS Solutions.** ArcGIS Solutions are a library of prebuilt, industry-specific configurations of ArcGIS that are delivered through a subscription to ArcGIS Online or ArcGIS Enterprise.

ARTICLE 4—STANDARD TECHNICAL SUPPORT

- **4.1 Scope of Technical Support.** As part of support for Qualifying Products, Customer 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 https://support.esri.com/en/content/productlifecycles. Esri does not provide technical support for (a) customization of solutions, templates, or tools; (b) patches received outside of a life cycle; or (c) third-party software, hardware, technology, or similar peripherals that are not provided by Esri. However, Esri does answer questions about how to interface Esri products with supported devices. Further details on the scope of technical support are found at https://support.esri.com/en/supportscope.
- **4.2 Authorized Callers.** Customer may designate a limited number of Authorized Callers per Qualifying Product. Customer may replace Authorized Callers at any time through the My Esri site.
- **4.3 Submitting a Case.** As part of support for Qualifying Products, Authorized Callers 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 phone number and email address where Authorized Caller can be reached
 - The version of the software and operating system in use
 - The database in use, if applicable
 - The Online Services, tools, and/or APIs in use, if applicable
- The Esri Global ID
- A description of what Customer was doing when the problem occurred and steps to reproduce the issue
- The exact wording of any error messages that appear on the screen
- **4.4 Telephone, Chat, Web Form and Esri Support App.** If Customer needs help with a technical issue, an Authorized Caller may contact Esri by phone, chat, or web form.
 - a. By Telephone. The Authorized Caller will be connected to a technical support analyst who will create a Case and be dedicated to work on the technical issue. If a technical support analyst is unavailable, the Authorized Caller may create a Case, which will be placed in a dispatch queue for the next available technical support analyst.
 - b. By Chat. To initiate a chat consultation, the Authorized Caller must click the Chat with an Analyst button in an Esri Product or at https://support.esri.com/en/webform-chat. Chat-based requests can only be made during Esri Support Services operating hours, listed in Article 11 below. The Authorized Caller must create a Case and will be connected to a technical support analyst. If a technical support analyst is unavailable, the Authorized Caller can opt to receive an email notification when the next technical support analyst is available.
 - c. By Web Form. The Authorized Caller may request technical support by completing an online web form available at My Esri. 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 support analyst 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.
 - d. By Esri Support App. The Authorized Caller may create and manage Cases either by telephone or web form using the mobile app. The Esri Support Mobile app is available on Android and iOS devices.

- **4.5 Technical Support Website.** Esri has created a self-help support website for customers to view technical articles, updated product documentation, blogs, links to forums, and technology announcements. Additionally, Authorized Callers may connect to My Esri to submit technical issues, chat with technical specialists, and track Cases. The Esri Support website can be found at https://support.esri.com.
- **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 according to the severity level of the technical issue as shown in the table below. An Authorized Caller may request that the technical support analyst change a technical issue severity level, but requests for critical and high-severity levels must be made via telephone.

Severity		Criteria	Initial Response Time
Critical		Causes a severe impact to business operations (e.g., critical business processes are disabled) No workaround available	Six (6) business hours
High		Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data) No stable workaround available	Eight (8) business hours
Medium	•	Causes a minor impact to business operations	Two (2) business days
Routine	•	Causes little or no impact to business operations	Three (3) business days

4.7 Resolution. After the 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.

<u>CUSTOMERS MAY PURCHASE ADD-ON SUPPORT FOR THE APPLICABLE FEES. DETAILS FOR ADD-ON SUPPORT ARE SET FORTH IN ARTICLES 5 THROUGH 8 BELOW.</u>

ARTICLE 5—PREMIUM SUPPORT SERVICES (PSS) (US AND DIRECT INTERNATIONAL CUSTOMERS) AND SPECIAL EVENTS PREMIUM SUPPORT SERVICES (SEPSS) (US CUSTOMERS ONLY)

PSS or SEPSS includes (i) access to a designated TAM; (ii) the ability for the Premium LAC to convert a Case into a PSS/SEPSS Case at any time; (iii) priority Case management; (iv) the ability to request Cases twenty-four (24) hours a day, three hundred sixty-five (365) days a year; and (v) additional enhanced support and services.

- **5.1 Technical Account Manager.** Esri will assign a TAM to Customer to work directly with the Premium LAC to oversee open Cases.
 - a. TAM will endeavor to (i) conduct quarterly reviews with Customer to align on support goals and objectives; (ii) become familiar with Customer's geographic information system (GIS) software architecture and infrastructure; (iii) verify that all open PSS/SEPSS Cases are prioritized above Standard Technical Support Cases; (iv) coordinate and facilitate priority technical support issues between the Customer and Esri technical teams, and provide escalation management, as needed; (v) identify potential areas of concern, before they arise, to improve Customer's overall operational excellence and stability; and (vi) 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.
 - b. Esri may replace TAM with another technical account manager of similar skill and background, by written notice to Customer.
 - c. All communications will be conducted in the English language unless by written agreement of both parties.

- **5.2 Priority Case Management.** Cases submitted via telephone and web form may be converted to a PSS/SEPSS Case by the Premium LAC and will be given priority handling.
- **5.3 Case 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/SEPSS Case, regardless of its severity level. Esri will provide a status report every business day until closure of the PSS/SEPSS Case.

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

NORUS includes technical support from technical support analysts who are confirmed US citizens located in the United States. Cases and Customer data created or collected under the NORUS program are secured within a restricted case management system within Esri Support Services. To assist Customer with data security or regulatory compliance requirements, access is limited to NORUS technical support analysts and those with US Department of Defense (DoD)-level security clearances, when applicable. Staff are located in facilities designed to provide physical, informational, and operational security.

ARTICLE 7—AFTER HOURS SUPPORT (US CUSTOMERS ONLY)

After Hours Support includes the ability to request a Case twenty-four (24) hours a day, three hundred sixty-five (365) days a year. Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new Case, regardless of its severity level.

ARTICLE 8—ENABLEMENT SUPPORT SERVICES (US CUSTOMERS ONLY)

ESS includes the following four types of activities ("Enablement Activities") for Esri Qualifying Products as documented in the ESS proposal: (i) Installation Support; (ii) Configuration Support; (iii) Enterprise Integration; and (iv) Operations and Administration support. Enablement Activities will be periodically scheduled by Esri and Customer by their respective points of contact. ESS also includes an annual performance review, ongoing technical exchanges throughout the term and monthly reporting.

ARTICLE 9—ARCGIS PLATFORM TECHNICAL SUPPORT (US AND DIRECT INTERNATIONAL CUSTOMERS)

Customers with a current ArcGIS Developer Subscription may purchase ArcGIS Platform Technical Support on an annual basis. Upon payment for ArcGIS Platform Technical Support, Customer will receive all benefits described in Article 4 above and may purchase Add-On Support Programs as described in Articles 5, 6 and 7 above. ArcGIS Platform Technical Support is a stand-alone offering and the benefits described in Article 3 are not included.

ARTICLE 10—CONFIDENTIALITY

All data, conversations, and Cases are confidential in nature. Esri will treat all 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. After ninety (90) days of closing a Case, Esri will delete or destroy all Customer digital data provided to triage the Case, unless otherwise requested by Customer 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 by Esri.

ARTICLE 11—CONTACTING ESRI

Esri Support Services

https://www.esri.com/contactus Web: https://support.esri.com

Tel.: 909-793-3774

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

Support Web Form: https://support.esri.com/en/webform

My Esri: https://my.esri.com

Chat: https://support.esri.com/en/webform-chat

Esri Corporate Offices

Tel.: 909-793-2853 Fax: 909-793-5953 Email: <u>info@esri.com</u>

Esri Customer Service

Tel.: 888-377-4575, extension 5

Email: service@esri.com
Web: https://my.esri.com

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