

# Esri Maintenance and Subscription Agreement



Agreement No. \_\_\_\_\_

This Esri Maintenance and Subscription Agreement (formerly Standard Maintenance Agreement) ("Agreement") is between the customer named below ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

During the term of this Agreement, Esri will provide Customer with support for Qualifying Products as described in the Maintenance and Support Program document located at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/maintenance/standard-maintenance.pdf>. Support may include some or all the following: standard technical support, new versions, software updates, hot fixes, patches, self-paced e-learning access, Esri User Conference registration, access to ArcGIS Living Atlas Subscriber Content, or access to the latest ArcGIS Solutions. For a current list of support by product, license type, version, subscription, or program, please visit <https://appsforms.esri.com/products/maintenance/qualifying.cfm> ("Qualifying Products"). Maintenance and subscriptions are provided subject to the terms and conditions of Customer's signed Esri license agreement, if any, or the master agreement found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> (as applicable, the "License Agreement"), which is incorporated by reference.

## ARTICLE 1—TERM, TERMINATION, AND FEE

The initial term of this Agreement will begin upon Esri's receipt of an order and will continue for one (1) year for the fee(s) noted in the applicable Esri quotation.

Either party may terminate this Agreement by giving the other party thirty (30) days' notice prior to the end of the maintenance or subscription term.

Ordering documents must include the following statement: "**This order is subject to the terms and conditions of Agreement number <\_\_\_\_\_>. All other terms and conditions are null and void.**"

## ARTICLE 2—WARRANTY, DISCLAIMER, AND REMEDY

**2.1 Warranty and Disclaimer.** All technical support provided pursuant to this Agreement shall be performed in a professional and workmanlike manner. Esri will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Esri cannot guarantee that all technical issues can be fixed or resolved.

**2.2 General Disclaimer.** EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT AND DISCLAIMS THAT MAINTENANCE OR ANY SERVICES PROVIDED HEREUNDER WILL MEET CUSTOMER'S NEEDS; THAT CUSTOMER'S OPERATION WILL BE UNINTERRUPTED, ERROR FREE, FAULT TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

**2.3 Remedy.** If Esri fails to fulfill its obligations under this Agreement, Customer's sole and exclusive remedy is the right to terminate this Agreement immediately for affected Qualifying Products.

## ARTICLE 3—APPLICABLE LAWS

This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods. If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement without reference to conflict-of-laws principles, except that US federal law shall govern in matters of intellectual property. If Customer is a nongovernmental entity, US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

## ARTICLE 4—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 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.

\_\_\_\_\_  
(Customer)

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

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

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

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

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.  
(Esri)

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

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

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

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