## Esri Online Technical Support Agreement



## IMPORTANT—READ CAREFULLY

ESRI IS WILLING TO GRANT YOU ACCESS TO ESRI ONLINE TECHNICAL SUPPORT THROUGH SCREEN SHARING ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS ESRI ONLINE TECHNICAL SUPPORT AGREEMENT. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY.

This Esri Online Technical Support Agreement ("Agreement") is between Licensee ("You") and Environmental Systems Research Institute, Inc. ("Esri"). For purposes of this Agreement, the term "Esri Online Technical Support" shall mean the technical support services provided by Esri over the Internet, the technical support will be provided through use of screen sharing as permitted by You.

Confidentiality. Your personally identifiable and other confidential information on your computer may be accessible by Esri as a result of using Esri Online Technical Support. Use of your personally identifiable information is subject to Esri's Privacy Policy, which may be viewed at <a href="https://www.esri.com/company/privacy.html">https://www.esri.com/company/privacy.html</a>. IT IS YOUR RESPONSIBILITY TO DENY ACCESS TO OR PREVENT DISCLOSURE OF YOUR CONFIDENTIAL INFORMATION TO WHICH ESRI MAY HAVE ACCESS AS A RESULT OF THE ONLINE TECHNICAL SUPPORT. Esri will not copy and download your confidential information or technology to Esri's systems without your knowledge and approval. Esri may record the session for quality assurance purposes. The session recording will be deleted ninety days after the closure of the case.

Disclaimer of Warranty. ESRI DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO ESRI ONLINE TECHNICAL SUPPORT PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT THAT ESRI ONLINE TECHNICAL SUPPORT WILL MEET YOUR NEEDS, OR THAT ESRI ONLINE TECHNICAL SUPPORT WILL BE ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

IT IS YOUR RESPONSIBILITY TO BACK UP ALL FILES AND SYSTEMS. YOU VOLUNTARILY ACCEPT THE RISKS OF LOSS OR DAMAGE ASSOCIATED WITH RECEIVING TECHNICAL SUPPORT IN THIS MANNER.

Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET (INCLUDING, WITHOUT LIMITATION, THE WORLD WIDE WEB) IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (1) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (2) NONE OF THE PARTIES HAS CONTROL OVER THE INTERNET, AND (3) THAT NONE OF THE PARTIES IS LIABLE TO THE OTHER FOR OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THIS ONLINE TECHNICAL SUPPORT.

**Exclusive Remedy and Limitation of Liability.** YOU ACKNOWLEDGE THAT YOUR USE OF ANY ESRI ONLINE TECHNICAL SUPPORT PROVIDED BY ESRI IS PROVIDED ON AN "AS IS" BASIS AND AT YOUR OWN RISK. ESRI DISCLAIMS ALL LIABILITY TO YOU THAT MAY RESULT FROM SUCH USE INCLUDING FROM ANY FAILURE OR MALFUNCTIONS, DAMAGE TO FILES OR DATA, OR ANY MISUSE BY OPERATORS.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR DATA, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, THE PERFORMANCE OR NONPERFORMANCE BY EITHER PARTY OF ITS OBLIGATIONS HEREUNDER, EXCEPT FOR PAYMENT OF FEES, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Force Majeure.** Neither party shall be liable to the other party for nonperformance of its obligations hereunder to the extent that such failure to perform is beyond the reasonable control of the other party.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles.

**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. This Agreement may not be modified or amended except in writing signed by an authorized representative of Esri.