

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, license type, subscription, or program. For Maintenance details, contact Esri Customer Service or visit Esri's product qualification web page at <https://www.esri.com/software/maintenance/benefits>.

In addition to Maintenance, customers in the United States of America may purchase one or more of the following programs ("**Support Program[s]**"), which enhance the benefits of Maintenance:

- a. Premium Support Services ("**PSS**")
- b. Special Events Premium Support Services ("**SEPSS**")
- c. North America Regulated Industries Support ("**NORUS**")
- d. After Hours Support
- e. ArcGIS Platform Technical Support
- f. Enablement Support Services

Contact Esri for further details regarding the Support Programs.

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, or chat confirmation of the Case creation. The Case will be given a unique identification number for reference and tracking.
- c. "**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 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., 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 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 Maintenance benefits for qualifying products licensed to Customer subject to the terms and conditions of the Master Agreement or Customer's signed Agreement with Esri.
- k. **"Self-Paced E-Learning"** means a collection of self-paced learning resources for applicable Esri products 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. **"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. 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 Renewals. Esri will issue a quote 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). The common renewal term will start on the earliest of the Qualifying Products renewal dates.

2.3 Reinstatement Fee for Past-Due Renewals. Esri will reinstate Maintenance and Support Program(s), if applicable, if Customer initiates an order no later than thirty (30) days after the expiration date. At Esri's discretion, Esri may continue to provide Maintenance and support during this period. If Customer does not renew Maintenance prior to the expiration date but at a later date wants to reinstate Maintenance, fees to reinstate Maintenance include the then-current Maintenance Fee and will include additional fees that Customer would have paid since the expiration date.

2.4 Term Expiration. It is Customer's responsibility to renew Maintenance and/or Support Programs to receive benefits. If Esri does not receive a purchase order or payment for any Maintenance or Support Program renewal prior to the expiration date, then Esri will notify Customer that the term has expired and Customer will no longer receive benefits.

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

3.1 Esri User Conference Registration. During the Maintenance term, licenses for Qualifying Products may include 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, Customer will receive access to Self-Paced E-Learning. Each individual must have an Esri account; have a broadband Internet connection; and 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 <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 is 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. For 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 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, and Web Form. 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 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 technical support 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	Response Time
Critical	<ul style="list-style-type: none"> ▪ Causes a severe impact to business operations (e.g., critical business processes are disabled) ▪ No workaround available 	Six (6) business hours
High	<ul style="list-style-type: none"> ▪ 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	<ul style="list-style-type: none"> ▪ Causes a minor impact to business operations 	Two (2) business days
Routine	<ul style="list-style-type: none"> ▪ Causes little or no impact to business operations 	Three (3) business days

4.7 Resolution Time. 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.

ARTICLE 5—PREMIUM SUPPORT SERVICES AND SPECIAL EVENTS PREMIUM SUPPORT SERVICES (US CUSTOMERS ONLY)

Customers current on Maintenance may purchase PSS or SEPSS. Upon payment for PSS or SEPSS, Customer will receive all benefits described in Article 4 above and additionally receive (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 support 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 Cases opened under Maintenance; (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)

Customers current on Maintenance may purchase NORUS on an annual basis. Upon payment for NORUS, Customer will receive technical support from technical support analysts who are confirmed US citizens located in the US. Support 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)

Customers current on Maintenance may purchase After Hours Support on an annual basis. Upon payment for After Hours Support, Customer will receive all benefits described in Article 4 above and the ability to request a support 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—ARCGIS PLATFORM TECHNICAL SUPPORT

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 Support Programs as described in Articles 5, 6 and 7 above.

ARTICLE 9—ENABLEMENT SUPPORT SERVICES (US CUSTOMERS ONLY)

Enablement Support Services ("**ESS**") is an annual subscription that builds upon the Maintenance and Support Program. Qualified Customers current on Maintenance may purchase ESS. 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 subscription term and monthly reporting.

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: info@esri.com

Esri Customer Service

Tel.: 888-377-4575, extension 5

Email: service@esri.com

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

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