Service Level Agreement
ArcGIS Location Platform

This Service Level Agreement ("**SLA**") governs the availability of the Esri Online Services collectively known as ArcGIS Location Platform as made available to Customer under the terms of the Master Agreement. Unless given a new definition in this SLA, all terms previously defined in the Master Agreement shall have the same meaning in this SLA.

1. DEFINITIONS

a. "**Covered Downtime**" means all Downtime other than Excluded Downtime.
b. "**Covered Service(s)**" means services identified in Section 4 below.
c. "**Downtime**" means periods during which a Covered Service is not available.
d. "**Excluded Downtime**" includes Planned Downtime and any Downtime resulting from (i) events beyond Esri's reasonable control; (ii) any action taken under Customer's account; (iii) any termination or suspension of Customer's account in accordance with the terms of the Agreement; (iv) any third-party software or hardware used to access the Covered Service(s); (v) use of ArcGIS Location Platform Covered Service(s) that is inconsistent with the Master Agreement, Documentation, or Esri's reasonable instructions; and (vi) use of Beta, evaluation, and free services.
e. "**Master Agreement**" means as applicable (i) the Master Agreement, Product and Services that is found at https://www.esri.com/en-us/legal/terms/full-master-agreement or (ii) a signed Agreement between the Customer and Esri governing the Customer's use of ArcGIS Location Platform services.
f. "**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.
g. "**Monthly Uptime Percentage**" equals one hundred percent (100%) less the percentage of one (1)-minute intervals during the Service Month that constitute Covered Downtime. ArcGIS Location Platform Covered Service(s) will be considered to have been 100% available for any portion of a Service Month in which Customer did not maintain an active subscription.
h. "**Service Commitment**" means a Monthly Uptime Percentage of 99.9%.
i. "**Service Month**" means a standard calendar month.
j. "**SLA Credit**" means a monetary credit applied to Customer's next subsequent monthly billing cycle. For non-monthly subscriptions, SLA Credit will be applied to Customer's next subsequent subscription renewal.

2. COVERED SERVICE(S) AVAILABILITY. Esri will use commercially reasonable efforts to achieve the Service Commitment for each Covered Service. For any Service Month that the Monthly Uptime Percentage for a Covered Service is less than the Service Commitment and subject to Esri's minimum threshold for credit ($100 USD), Customer is eligible to receive SLA Credit as follows:

Monthly Uptime Percentage	Percentage of monthly bill for Covered Service for which Esri would provide a qualified SLA Credit
100%–99.9%	0%
99.89%–95%	10%
Less than 95%	20%

3. PROCEDURE. Customer must contact Esri Customer Service or their local distributor within 30 days from the time Customer believes they are eligible to receive SLA Credit, for each individual applicable Covered Service. Customer must provide Esri with the date and time of the perceived service interruption for each applicable Covered Service and must also provide evidence that the interruption had an adverse impact on Customer's business. Customer must have incurred usage above the free tier of service to qualify for SLA credit. Esri will, in good faith based on the information provided by Customer, assess whether the specified Covered Service(s) Monthly Uptime Percentage failed to meet the Service Commitment. If eligible SLA Credit is determined to be applicable, the SLA Credit will be applied to the amount due by Customer, for each applicable Covered Service, during the next applicable billing cycle.

An SLA Credit is nontransferable and is the Customer's sole and exclusive recourse for any nonattainment of the Service Commitment. If Customer does not contact Esri within 30 days from the time Customer believes they are eligible to receive SLA Credit, or Customer does not use the applicable Covered Service during the next billing cycle, or Customer does not renew the subscription in the subsequent term, Customer forfeits the SLA Credit.

4. COVERED SERVICES. The Covered Services are:

- ArcGIS Basemap Services
- ArcGIS Static Basemap Tiles Service
- ArcGIS Geocoding Service
- ArcGIS Routing Service
- ArcGIS Elevation Service
- ArcGIS Places Service
- ArcGIS GeoEnrichment Service
- Hosted Feature Service
- Hosted Tile Service
- Spatial Analysis Service