

# Service Level Agreement

## ArcGIS Online, ArcGIS Velocity and Site Scan for ArcGIS



This Service Level Agreement ("SLA") governs the availability of the Products identified below 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 Services**" means a Product's services identified in Section 4 below.
- c. "**Downtime**" means periods during which one or more of a Product's Covered Services are 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 Products; (v) use of the Products that is inconsistent with the Master Agreement or Esri's reasonable instructions; and (vi) use of Beta, evaluation, and free services.
- e. "**Master Agreement**" means as applicable (i) the Master Agreement, Products 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 the Products.
- 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. "**Product(s)**" means ArcGIS Online, ArcGIS Velocity, or Site Scan for ArcGIS.
- h. "**Quarterly Uptime Percentage**" equals one hundred percent (100%) less the percentage of one (1)-minute intervals during the Service Quarter that constitute Covered Downtime. A Product will be considered to have been 100% available for any portion of a Service Quarter in which Customer did not maintain an active subscription.
- i. "**Service Commitment**" means a Quarterly Uptime Percentage of 99.9%.
- j. "**Service Quarter**" means a standard three (3)-month calendar quarter. Service Quarters are defined as the following four (4) specific time periods: January through March, April through June, July through September, and October through December.
- k. "**SLA Credit**" means a monetary credit applied to Customer's annual subscription at time of renewal.

**2. SERVICES AVAILABILITY.** Esri will use commercially reasonable efforts to achieve the Service Commitment for each Product. For any Service Quarter that the Quarterly Uptime Percentage for a Product is less than the Service Commitment and subject to Esri's minimum threshold for credit (\$100 USD), Customer will receive an SLA Credit equivalent to the prorated Product subscription fee for the net Covered Downtime during the relevant Service Quarter in excess of the maximum Downtime permitted under the Service Commitment.

**3. PROCEDURE.** Once Esri has verified that the Quarterly Uptime Percentage for a Product fell below the Service Commitment and exceeds Esri's minimum criteria for providing an SLA Credit, the appropriate SLA Credit will be applied to Customer's paid renewal of its subscription for the Product at the time of renewal. An SLA Credit is non-transferable and is the Customer's sole and exclusive recourse for any nonattainment of the Service Commitment. If Customer does not renew the subscription, Customer forfeits the SLA credit.

**4. COVERED SERVICES.** The Covered Services are:

#### ArcGIS Online

- ArcGIS.com Website
- ArcGIS.com REST API
- Esri Basemaps Service
- Hosted Feature Service
- Hosted Tile Service

#### ArcGIS Velocity

- Hosted Feature / Map Image Layer
- Hosted Stream Layer
- ArcGIS Velocity REST API
- ArcGIS Velocity website

#### Site Scan for ArcGIS

- All Services